Citizens that would like to provide a presentation to Council must submit their presentation(s) to Information Technology no later than 2:00 p.m. on the Tuesday prior to the work session or council meeting at councilpubpres@cityofirving.org.

Organizational Service Announcements

Invocation

Reverend Deborah R. Jones, First Christian 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 60
reviewed the Land Use Assumptions (LUA) on January 10, 2023 and received a presentation and reviewed the water, wastewater, roads, and storm water Capital Improvements Plans (CIPs) on June 13, 2023. The CIAC voted to recommend approval of the plans as presented on June 13, 2023.

3. The first public hearing regarding the LUAs and CIPs was held on August 3, 2023, on which date the LUAs and CIPs were adopted.

4. The CIAC received a detailed discussion regarding the impact fee calculations on November 7, 2023. The Committee forwarded a recommendation that the City Council adopt the Technical Calculations by a vote of 6-0.

5. The City Council received a presentation on November 9, 2023, regarding the impact fee calculations, which was continued at a discussion at the Planning and Development Committee on December 7. The draft ordinance was presented to the City Council at the January 25, 2024 meeting for review and comment. The City Council further discussed policy items on February 22, 2024.

6. This is the second of two public hearings as required by Chapter 395 of the Local Government Code in the process of possible adoption of impact fees. The hearing will provide the opportunity for the public to comment on the proposed impact fee calculations and collection policy. Notice was published in the Rambler on February 17, 2024, greater than 30 days prior to this public hearing.

7. A report from the CIAC to the City Council was provided on March 8, 2024, greater than 5 days prior to the hearing as required per state statute.

8. The City Council will be asked to consider adoption of a maximum impact fee per service unit and a collection rate for impact fees on April 11, 2024. The City Council must approve or deny the implementation of impact fees within 30 days from the public hearing date.

9. Information provided to the CIAC and City Council, including the introductory presentation, the LUA and CIP reports and meeting packets, and final impact fee report, are posted and maintained on the city’s website and available for public review and are available for review in the Planning Department. https://www.cityofirving.org/4079/Impact-Fee-Capital-Improvement-Advisory-

**Recommendation**

The action will be to close the public hearing.
CONSENT AGENDA

3 Approving Work Session Minutes for Thursday, February 22, 2024

4 Approving Regular Meeting Minutes for Thursday, February 22, 2024

5 Resolution - Approving Submission of a General Victim Assistance Direct Services Program Grant Application to the Office of the Governor, Criminal Justice Division, for Specialized Trauma Services Partnership and Designating the City Manager as the Authorized Official to Apply For, Accept, Reject, Alter, or Terminate the Grant on Behalf of the City

Administrative Comments

1. This item is recommended by the Police Department. This agenda item supports Future in Focus: Safe and Beautiful City – Safeguard public safety, security, and health.

2. **Impact**: The approval of this grant application will ensure that crime victim services and crisis counseling will be enhanced for our Spanish speaking clients and will also provide crisis intervention services and therapy to child victims of physical or sexual abuse and witnesses of violent crime and their family members.

3. The grant will provide one year of funding for one part-time Bilingual Caseworker and partial funding for one full-time Child Trauma Counselor position, one full-time Bilingual Therapist, two full-time Bilingual Play Therapists.

4. The funding period for this grant begins on October 1, 2024 through September 30, 2025.

5. The grant is in the amount of $186,100.00. There is a remaining estimated $229,900.00 in salary and fringe benefits over the one-year period for the full-time positions, for a total amount of $416,000.00.

6. Funding in the amount of $229,900.00 is available in the Police Department budget within the General Fund.

**Recommendation**

The resolution be approved.
Resolution - Approving and Accepting the Proposal of Steele and Freeman, Inc., for Construction Manager at Risk (CMR) of the Construction of Senter Park Indoor Swimming Facility Project

Administrative Comments

1. This item is recommended by the Capital Improvement Program Department and the Parks and Recreation Department. It supports Future in Focus: Sense of Community – Provide exceptional recreational, cultural and educational opportunities.

2. Impact: This item will provide for the CMR services for the construction of the replacement of the Senter Park Indoor Swimming Facility.

3. This item was presented to the Parks and Recreation Advisory Board on January 8, 2024 and at City Council Work Session on June 29, 2023.

4. Use of the CMR delivery method will provide a means of shortening the overall project time to construct the Senter Park Indoor Swimming Facility. At the same time, the CMR method will provide a value engineered process which will provide the highest overall project quality at the most economical cost to the City.

5. The CMR contract includes a lump sum price of $15,000.00 for pre-construction phase services to be provided to the awarded contractor and establishes a fee of 9.77% of the Guaranteed Maximum Price (GMP) to be paid to the contractor for serving as CMR for this project. Upon completion of work, any cost savings realized below the GMP amount will be credited to the City.

6. The GMP will be determined jointly by the City, the Architect and the CMR as part of the pre-construction phase services and will be brought to Council for approval at a future Council meeting.

7. Steele & Freeman, Inc. was selected for award of this contract as the contractor receiving the highest scores based on staff’s evaluation of weighted criteria as published in a Request for Proposals pursuant to the requirements of Section 2269.056(b) of the Texas Government Code and based on interviews of the three (3) firms scoring the highest evaluation of the weighted criteria.

8. Funding in the amount of $15,000.00 is available within the General Non-Bond CIP Fund.

Recommendation

The resolution be approved.
Resolution - Awarding a Contract to Mart, Inc. in the Amount of $199,150.08 for the ARPA Funded Americans with Disabilities Act (ADA) Renovations to the Criminal Justice Center (CJC) Police Department Project

Administrative Comments

1. This item is recommended by the Capital Improvement Program Department. It supports Future in Focus: Infrastructure Investment – Support strategic investment in city facilities.

2. Impact: This project will provide for the repair and/or replacement of building fixtures and components in order to bring the facilities into compliance with the ADA standards for accessibility.

3. This project will repair and remodel the Police Department building at the Criminal Justice Center (CJC) to remove non-ADA compliant components to make the buildings accessible.

4. Competitive sealed proposals (CSP) were received from two (2) bidders. Mart, Inc. submitted the lowest responsive responsible proposal of $199,150.08.

5. Funding of this item has been requested from the American Rescue Plan Act (ARPA) funds received by the City; the City’s ARPA team has reviewed this request and recommends the use of ARPA funds for this expenditure.

6. Funding for this project, in the amount of $199.150.08 is available through the American Rescue Plan Act (ARPA) Fund.

Recommendation

The resolution be approved.

Resolution - Approving and Accepting a Proposal of JM Construction Solutions, in the Amount of $1,117,939.51, for the Library Renovations Project, Funded with ARPA and Library Improvement Bond Funds

Administrative Comments

1. This item is recommended by the Capital Improvement Program Department and supports Future in Focus: Infrastructure Investment – Support strategic investment in city facilities.

2. Impact: This project will provide for the repair and/or replacement of building fixtures and components including items needing to be renovated in order to bring the facilities into compliance with the ADA standards for accessibility.
3. This project will repair and remodel the three (3) city libraries. Included in the renovations to be done are non-ADA compliant components that need to be revised in order to make the buildings fully accessible.

4. Competitive sealed proposals (CSP) were received from two (2) contractors. JM Construction Solutions submitted the lowest responsive responsible proposal of $1,117,939.51.

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

6. Funding of the ADA items has been requested from the American Rescue Plan Act (ARPA) funds received by the City; the City’s ARPA team has reviewed this request and recommends the use of ARPA funds for this expenditure. The balance of items will be funded through the Library Bond Fund.

7. Funding in the amount of $873,199.46 is available in the Library Bond Fund and funding in the amount of $244,740.05 is available in the American Rescue Plan Act (ARPA) Fund.

Recommendation

The resolution be approved.

9 Resolution - Approving an Expenditure with KOMPAN, Inc., in the Amount of $357,545.92 to Provide a Futsol Court and Exercise Area as Part of the Southwest Park Improvement Project through a Master Intergovernmental Cooperative Purchasing Agreement with OMNIA Partners

Administrative Comments

1. This item is recommended by the Capital Improvement Program Department and the Parks and Recreation Department. It supports Future in Focus: Sense of Community – Provide exceptional recreational, cultural and educational opportunities.

2. Impact: This project provides a Futsol court, outdoor fitness equipment with synthetic turf surfacing and shade canopy.

3. The project will provide for a Futsol multi-sport court and an exercise area that will have various pieces of equipment for both strength and cardio exercises, safety surfacing and a shade canopy. These amenities are part of the current Southwest Park Improvement Project by separate contract.

4. This item was presented to the Parks and Recreation Advisory Board meeting on August 14, 2023.

5. A Vendor/Member contract between the City of Irving and KOMPAN, Inc., was
approved on November 10, 2022, by Resolution 2022-481 for as-needed purchases and repairs. The contract supports utilization of OMNIA Partners Contract No. 2017001135, for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services, which expires on June 30, 2024.

6. Funding in the amount of $357,545.92 is available in the Park Improvement Bond fund.

**Recommendation**

The resolution be approved.

**Resolution - Approving an Agreement with Sole Source Provider Utilis, Inc., Dba Asterra in an Amount Not to Exceed $85,000.00 for Satellite Leak Detection Services**

**Administrative Comments**

1. This item is recommended by the Water Utilities Department. It Supports Future in Focus: Infrastructure Investment – Maintain water, wastewater and drainage infrastructure.

2. **Impact:** This item supports the Irving Connects, the city’s smart city initiative. This contract will allow for identification of leaks which have not yet surfaced in order to schedule repairs to reduce the city's non-revenue water or advise customers of leaks on private systems.

3. The leak detection function is part of the Water Conservation Program that is closely monitored by the state of Texas. As technology has advanced in the leak detection industry, more sophisticated equipment and approaches have become available to find leaks, and staff are continually looking for better tools and techniques. Using satellite leak detection, alongside other specialized high-tech equipment, has contributed to Irving Water maintaining a water loss average of only 8.38% over the past 15 years.

4. A pilot program of satellite leak detection covering 500 miles of water line was completed in FY18-19 which resulted in identification and repair of 38 leaks.

5. A 2020 project was completed to capture leak data across the entire 700+ miles of water distribution pipes in Irving. It included two complete satellite passes and investigations of 546 Points of Interest based on the Asterra proprietary algorithm. The Leak Detection Crew found 133 leaks, 76 resulting in “Non-revenue Water.” Estimated savings after subsequent repairs was $112,420.00 annually.

6. A 2021 project captured leak data across the entire 700+ miles of water distribution pipes during which two satellite passes were completed. The results were evaluation of 582 Points of Interest resulting in identification of 109 leaks, of which
66 were identified as “Non-revenue Water.” Estimated savings after subsequent repairs was $92,134.00 annually.

7. Irving saves money for this project by providing Water Utilities leak detection staff to conduct field evaluations after each satellite pass. When confirmed, leaks are scheduled for repair by maintenance staff. Early detection and repair of leaks can prevent large main breaks which may result in more expensive repairs and greater customer inconvenience.

8. As a supplement to our traditional Leak Detection Program, using satellite radar remote survey technology expedites discovery of leaks, allows the Leak Detection Team to identify leaks which may not be readily found with traditional methods and costs less per leak found based on the 2019 pilot program and data from 2020 and 2021. Both approaches used in tandem ensure a more comprehensive method for monitoring the water distribution system and minimizing non-revenue water.

9. Staff confirmed that a leak found in 2020 using this method was considered to be “unfindable” using traditional logger patrols and manual surveys. Had the satellite image not identified the “Likely Leak Location”, the leak may have gone undetected for many years.

10. Funding in the amount of $85,000.00 is available in the Water Utilities budget within the Water and Sewer System Fund.

Recommendation

The resolution be approved.

11 Resolution - Appointments to the Trinity River Authority of Texas (TRA) Advisory Committee for the Central Regional Wastewater System

Administrative Comments

1. This item is recommended by the Water Utilities Department. It supports Irving Future in Focus: Infrastructure Investment – Maintain water, wastewater, and drainage infrastructure.

2. Impact: The resolution ensures that the City of Irving is represented on the Trinity River Authority’s Advisory Committee to consult with and advise the Authority on future capital projects, plans of expansion, operational issues, methods for improved services, and on the proposed annual budget.

3. The Bylaws specify that a voting member and an alternate representative be appointed to serve on the committee. The alternate representative will serve as the voting member in the event the voting member is unable to attend.

4. Todd Reck, Water Utilities Director, is the current voting member and Steve Pettit, Assistant Water Utilities Director, is the alternative representative.
5. This resolution will reappoint Todd Reck and Steve Pettit to an additional term of twelve months.

**Recommendation**

The resolution be approved.

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12 Resolution - Agreement between the City of Irving and Quality Investment Properties Irving, LLC. in the Total Estimated Amount of $417,540 or Data Center Services.

**Administrative Comments**

1. This item is recommended by the Information Technology Department and supports Future in Focus: Government Sustainability – Improve efficiency through data, technology, and thoughtful, innovative approaches.

2. **Impact:** Leasing rack space at a colocation facility enables the City of Irving to upgrade police and fire vehicle computers to 5G backhauls, significantly enhancing emergency response capabilities. This transition not only promises cost savings on internet connections but also leverages our city-owned fiber for a more resilient and reliable disaster recovery (DR) Datacenter. By consolidating our DR infrastructure into a facility built for high availability and security, we ensure continuous operation of critical services. This move represents a strategic investment in technology that improves both efficiency and public safety, while optimizing our resources and infrastructure.

3. A one-time set up cost of $6,060.00 and annual estimated amount is $22,272.00 for first year is available in the Technology Fund.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Annual Estimated Amt</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality Investment Properties Irving, LLC</td>
<td>04/01/2024-09/30/24</td>
<td>$ 28,332.00</td>
<td>2023-2024</td>
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<tr>
<td></td>
<td>10/1/24 – 09/30/25</td>
<td>$ 83,790.00</td>
<td>2024-25</td>
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<td>10/1/25 – 09/30/26</td>
<td>$ 83,148.00</td>
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<td>10/1/26 – 09/30/27</td>
<td>$ 86,478.00</td>
<td>2026-27</td>
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<td></td>
<td>10/1/27 – 09/30/28</td>
<td>$ 89,940.00</td>
<td>2027-28</td>
</tr>
<tr>
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<td>10/1/28 – 05/31/29</td>
<td>$ 45,852.00</td>
<td>2028-29</td>
</tr>
</tbody>
</table>

**TOTAL ESTIMATED AMOUNT**

$ 417,540.00
Recommendation

The resolution be approved.

Bids & Purchasing Items

Items 13-48

13  Resolution - Approving a Master Intergovernmental Cooperative Purchasing Agreement between the City of Irving and Equalis Group for Participation in the Equalis Group Purchasing Program

Administrative Comments

1. This item is recommended by the Fleet Services Division and the Financial Services Department – Purchasing Division. It supports Strategic Objective 1.1 – Contain costs and increase operational efficiency.

2. Impact: Approval of this Master Intergovernmental Cooperative Purchasing Agreement between the City of Irving and Equalis Group entitles the city to utilize Equalis Group’s competitively solicited contracts for various goods and services when such utilization is determined to create significant savings for the city.

Recommendation

The resolution be approved.

14  Resolution - Renewing the Annual Contracts with Just Right Products, Inc., dba FW Promo, Cen-Tex Uniform Sales, Inc., and Daniel C. Brewer dba Brewer & Associates, LLC, in the Total Estimated Amount of $75,000.00 For Uniform T-Shirts & Hi-Vis Items for Field Employees

Administrative Comments

1. This item is recommended by the Purchasing Division. It supports Future in Focus: Government Sustainability - Protect the city's financial integrity and credibility.

2. Impact: This contract will enable the Parks & Recreation, Solid Waste Services, Traffic & Transportation, and Water Utilities departments to purchase uniform t-shirts, high visibility items, and accessories required by field service employees performing services for the residents of Irving.

3. This renewal establishes the continuation of an annual contract to provide uniform t-shirts and hi-vis items for field employees on an as-needed basis. This is the second and final of two, one-year renewal options.
4. Funding for Fiscal Year 2023-24 is available in various departmental budgets within various funds, while funding for Fiscal Year 2024-25 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Item(s)</th>
<th>Contract Term</th>
<th>Est. Exp. FY 2023-24</th>
<th>Est. Exp. FY 2024-25</th>
<th>Total Est. Expenditure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Just Right Products, Inc. dba FW Promo</td>
<td>2-18, 30-52, 54-59</td>
<td>4/1/24 – 3/31/25</td>
<td>$12,800.00</td>
<td>$17,200.00</td>
<td>$30,000.00</td>
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<tr>
<td>Cen-Tex Uniform Sales, Inc.</td>
<td>20 &amp; 21</td>
<td>4/1/24 – 3/31/25</td>
<td>$4,500.00</td>
<td>$5,500.00</td>
<td>$10,000.00</td>
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<tr>
<td>Daniel C Brewer dba Brewer &amp; Associates, LLC</td>
<td>22-29</td>
<td></td>
<td>$14,700.00</td>
<td>$20,300.00</td>
<td>$35,000.00</td>
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<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$32,000.00</strong></td>
<td><strong>$43,000.00</strong></td>
<td><strong>$75,000.00</strong></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

**Resolution - Awarding a Contract to Occupational Health Fitness Centers of the Southwest, P.A. dba Concentra Medical Centers in the Total Estimated Amount of $450,000.00 for Medical and Occupational Health Testing Services for a Two-Year Period**

**Administrative Comments**

1. This item is recommended by the Human Resources Department. It supports Future in Focus: Government Sustainability – Recruit, retain and develop a qualified competent and diverse workforce.

2. **Impact:** The services provided by this contract ensure that applicants and employees meet the physical requirements for City employment, including physical fitness of Civil Service sworn positions for continued compliance with Texas Local Government Code Chapter 143.

3. A Request for Proposals (RFP) for these services was issued on January 25, 2024; three responses were received. The response from Concentra Medical Services received the highest points based on the evaluation criteria established in the RFP, and is recommended for award. The initial contract term is two years with two, two-year renewal options.

4. Funding for Fiscal Year 2023-24 is available in various departmental budgets within various funds, while funding for Fiscal Years 2024-25 and 2025-26 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>Concentra Medical Centers</td>
<td>4/1/24 – 3/31/26</td>
<td>$112,500.00</td>
<td>2023-24</td>
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<td></td>
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<tr>
<td></td>
<td></td>
<td>$112,500.00</td>
<td>2025-26</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$450,000.00</strong></td>
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</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

16 **Resolution - Approving As-Needed Expenditures with GT Distributors, Inc., in the Total Estimated Amount of $700,000.00 for Ammunition, Body Armor, Duty Gear, and Other Related Supplies and Equipment through the State of Texas Local Government Statewide Purchasing Cooperative Agreement (BuyBoard)**

**Administrative Comments**

1. This item is recommended by the Police Department. It supports Future in Focus: Safe and Beautiful City – Safeguard public safety, security and health.

2. **Impact:** Approval of this item will allow the city to continue purchasing ammunition, body armor, and police duty gear and equipment through the designated BuyBoard contract for the specified contract term.

3. A Vendor/Member Contract utilizing BuyBoard Contract No. 698-23 for public safety and firehouse supplies and equipment between the City of Irving and GT Distributors, Inc., was approved on June 2, 2023, through Administrative Award No. 8562, and has been renewed through March 31, 2025.

4. Funding for Fiscal Year 2023-24 is available in the Police Department budget within the General Fund, while funding for Fiscal Year 2024-25 is subject to budget appropriation.
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Spending Term</th>
<th>Total Estimated Amount</th>
<th>Fiscal Year</th>
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<tbody>
<tr>
<td>GT Distributors, Inc.</td>
<td>4/1/24 – 3/31/25</td>
<td>$200,000.00</td>
<td>2023-24</td>
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<tr>
<td></td>
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<td>$500,000.00</td>
<td>2024-25</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$700,000.00</strong></td>
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</table>

**Recommendation**

The resolution be approved.

17 Resolution - Renewing the Annual Contact with Midwest Veterinary Supply, Inc., in the Total Estimated Amount of $220,000.00 for Veterinarian Vaccines, Medicines and Related Supplies

**Administrative Comments**

1. This item is recommended by the Police Department – Animal Services Division. It supports Future in Focus: Safe and Beautiful City - Safeguard public safety, security, and health.

2. **Impact**: This contract provides shelter animals with necessary vaccines and medicines, ensuring a safe and healthy environment for them while protecting residents from zoonotic diseases.

3. This renewal establishes the continuation of an annual contract to provide veterinarian vaccines, medicines, and related supplies. This is the first of two, one-year renewal options. The current contract expires on March 31, 2024.

4. Funding for Fiscal Year 2023-24 is available in the Police Department budget within the General Fund, while funding for Fiscal Year 2024-25 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Expenditure</th>
<th>Fiscal Year(s)</th>
</tr>
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<tbody>
<tr>
<td>Midwest Veterinary Supply, Inc.</td>
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<td>2023-24</td>
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<td><strong>TOTAL</strong></td>
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<td><strong>$220,000.00</strong></td>
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</tbody>
</table>

**Recommendation**

The resolution be approved.
18 Resolution - Rejecting Any and All Bids Relative to ITB No. 016T-24F for Gas Masks and Accessories

Administrative Comments

1. This item is recommended by the Police Department. It supports Future in Focus: Safe and Beautiful City – Safeguard public safety, security and health.

2. Impact: Gas masks provide necessary protection to our Police force during emergency situations.

3. Eight bids were received in response to ITB No. 016T-24F, all of which were determined by the Department to be over budget; therefore, staff recommends rejecting any and all bids. The Police Department will develop another plan to fit within budget constraints at a later date.

Recommendation

The resolution be approved.

19 Resolution - Approving and Accepting the Bid of Dallas Backup, Inc., dba Onstage Systems, in an Amount Not to Exceed $65,000.00 for Sparks and Stripes Stage, Sound, Lighting, Video and Special Effects

Administrative Comments

1. This item is recommended by the Parks & Recreation Department and supports Future in Focus: Sense of Community – Provide exceptional recreational, cultural, and educational opportunities.

2. Impact: The annual celebration of Independence Day in Irving is a signature event valued by our community. This contract will provide stage, sound, lighting, video, and special effects for the event. The vendor will also work with the fireworks and drone vendors to play all musical tracks tied into their display.

3. This award establishes an annual contract for the continuation of providing A/V, stage, sound, lighting and video for the City’s Sparks and Stripes Independence Day celebration. The award is for one year with three, one-year renewal options.

4. Funding in an amount not to exceed $65,000.00 is available in the Parks & Recreation Department budget within the General Fund.

Recommendation

The resolution be approved.
20 Resolution - Awarding an Annual Contract to Illumination Fireworks Partners LP, in an Amount Not to Exceed $55,000 for the Sparks and Stripes Fireworks Show

Administrative Comments

1. This item is recommended by the Parks & Recreation Department and supports Future in Focus: Sense of Community – Provide exceptional recreational, cultural, and educational opportunities.

2. Impact: The annual celebration of Independence Day in Irving is a signature event valued by our community. This contract will provide the community with a firework display at Levy Plaza on July 3, 2024.

3. A Request for Proposals (RFP) was issued on January 5, 2024, for City of Irving’s Sparks and Stripes Fireworks Show. One proposal was received in response to this RFP. The proposal submitted by Illumination Fireworks Partners LP, meets all requirements as set forth in the RFP specifications and is recommended for award.

4. This award establishes an annual contract for the continuation of providing a Sparks and Stripes fireworks show. The award is for one year with three, one-year renewal options.

5. Funding in an amount not to exceed $55,000.00 is available in the Parks & Recreation Department budget within the General Fund.

Recommendation

The resolution be approved.

21 Resolution - Awarding an Annual Contract to Sky Elements, LLC, in an Amount Not to Exceed of $75,000.00 for the Sparks and Stripes Drone Show

Administrative Comments

1. This item is recommended by the Parks & Recreation Department and supports Future in Focus: Sense of Community – Provide exceptional recreational, cultural and educational opportunities.

2. Impact: The annual celebration of Independence Day in Irving is a signature event valued by our community. This year’s event will continue to provide the community with a custom drone show at Levy Plaza on July 3, 2024.

3. A Request for Proposals (RFP) was issued on January 5, 2024, for City of Irving’s Sparks and Stripes drone show. Four proposals were received in response to this RFP. The proposal submitted by Sky Elements, LLC, received the highest points based on the evaluation criteria established in the RFP.
4. This award establishes an annual contract for the continuation of providing a Sparks and Stripes drone show. The award is for one year with three, one-year renewal options. The contract also includes pricing for larger drone shows should the city desire to expand the show in the future.

5. Funding in an amount not to exceed $75,000.00 for the 2024 Sparks and Stripes Drone Show is available in the Parks & Recreation Department budget within the General Fund.

Recommendation
The resolution be approved.

22 Resolution - Approving and Accepting the Bid of McMillan James Equipment Company, LLC., in the Total Estimated Amount of $270,564.00 for the Purchase of a Community Development Block Grant (CDBG) Funded HVAC Evacuator Chloramine Removal System

Administrative Comments
1. This item is recommended by the Parks and Recreation Department. It supports Future in Focus: Sense of Community - Provide exceptional recreational, cultural and educational opportunities.

2. Impact: The addition of a Chloramine Evacuator System will greatly improve the indoor air quality of the Heritage Aquatic Center. This system will evacuate the chloramines, the byproduct of the sanitation process from chlorine, that sits right above the pool water to the exterior of the building. This will decrease the uncomfortable chlorine smell and will greatly increase the breathable air quality for staff and patrons.

3. Approval of this item will provide for the purchase of a HVAC Evacuator Chloramine Removal System for the Heritage Aquatic Center. One bid was received in response to this best value solicitation. The bid from McMillan James Equipment Company, LLC., meets all requirements as set forth in the specifications and is recommended for award.

4. This purchase is being funded through the U.S. Department of Housing and Urban Development Community Development Block Grant Program.

5. Funding in the total estimated amount of $270,564.00 is available in the Community Development Block Grant Fund.

Recommendation
The resolution be approved.
Resolution - Approving a Contract Between the City of Irving and MART, Inc., in the Amount of $1,087,000.00 for the American Rescue Plan Act (ARPA) Funded Basement Renovation at IAC

Administrative Comments

1. This item is recommended by the Irving Arts Center Department. It supports Future in Focus: Sense of Community - Provide exceptional recreational, cultural and educational opportunities.

2. Impact: This contract will allow Irving Arts Center to bring the dressing room areas in the basement up to ADA compliance as well as improve the aesthetics, energy efficiency and amenities of our dressing rooms. These renovations will also assist in meeting earned income projections for rentals and maintain the Art Center as a destination spot for clients, patrons and visitors alike.

3. The current configuration of the dressing rooms has remained unaltered since the facility was constructed. This renovation will allow us the opportunity to improve the amenities and services needed to better serve our clients. These improvements will also aid in reducing overall operational costs by providing touch-free and motion sensitive energy efficient devices thus reducing the Art Centers carbon footprint.

4. A solicitation for Competitive Sealed Proposals (CSP) was issued for this project which closed on December 1, 2023. Staff recommends awarding this contract to Mart, Inc. as the respondent scoring the highest points based upon the evaluation criteria established in the CSP.

5. Funding in the amount of $1,087,000.00 has been requested from the American Rescue Plan Act (ARPA) funds received by the City; the City’s ARPA team has reviewed this request and recommends the use of ARPA funds for this expenditure.

Recommendation

The resolution be approved.
Resolution - Approving Additional Expenditures in the Total Estimated Amount of $300,000.00 for the Remainder of the Current Spending Term with Gomez Floor Covering, Inc., dba GFC Contracting, for Flooring Purchases, Installation and Repair Services through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

Administrative Comments

1. This item has been recommended by the Capital Improvement Program Department. It supports Future In Focus: Infrastructure Investment – Support strategic investment in city facilities.

2. **Impact**: Approval of this item allows the city to address flooring damage and replacement quickly and efficiently in order to maintain the appearance, cleanliness, and safety of City facilities.

3. A Vendor/Member contract with Gomez Floor Covering, Inc., dba GFC Contracting, was approved on July 22, 2021, by Resolution No. 2021-259. The contract supports utilization of BuyBoard Contract No. 642-21 for Carpet and Tile Flooring, Stage Floor Refinishing, Concrete Polishing, Grinding and Staining, which expires May 31, 2024.

4. Funding for Fiscal Year 2023-24 is available in various departmental budgets within various funds.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Spending Term</th>
<th>Total Estimated Amount</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gomez Floor Covering, Inc., dba GFC Contracting</td>
<td>3/22/24 - 5/31/24</td>
<td>$300,000.00</td>
<td>2023-24</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>TOTAL</strong></td>
<td><strong>$300,000.00</strong></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.
Resolution - Approving Additional Spending in the Total Estimated Amount of $250,000.00 for the Remainder of the Current Spending Term and Authorizing Expenditures in the Total Estimated Amount of $900,000.00 for the Upcoming Annual Spending Term with Air Conditioning Innovative Solutions, Inc. (ACIS), for HVAC Equipment Purchases, Installation, Repair, and Parts through The Interlocal Purchasing System (TIPS) Program Administered by the Region VII Education Service Center

Administrative Comments

1. This item is recommended by the Capital Improvement Program (CIP) Department. It supports Future in Focus: Infrastructure Investment – Support strategic investment in city facilities.

2. **Impact**: Approval of this contract will support as-needed purchases of HVAC equipment, installation, and repairs which will allow the Facilities Division to respond to the HVAC needs of more than 60 city facilities that may require the services of this agreement in a timely and efficient manner.

3. A Vendor/Member contract between the City of Irving and ACIS was approved on June 8, 2023, by RES 2023-222. The contract supports utilization of TIPS Contract No. 23010401, for trades, labor, and materials services (Non-Joc), which expires April 30, 2028.

4. CIP is seeking an additional authorization of $250,000.00 to complete the current spending term which expires April 30, 2024. This amount will be available for as-needed HVAC equipment installation and repairs.

5. In addition, staff recommends authorizing as-needed expenditures for the period beginning May 1, 2024, and running through April 30, 2025, which will support handling of as-needed minor repairs, services and installation of HVAC equipment in a timely and cost-effective manner.

6. Funding for Fiscal Year 2023-24 is available in various departmental budgets within various funds, while funding for Fiscal Year 2024-25 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Spending Term</th>
<th>Total Estimated Expenditures</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Conditioning Innovative Solutions, Inc.</td>
<td>2/23/24 – 4/30/24</td>
<td>$ 250,000.00</td>
<td>2023-24</td>
</tr>
<tr>
<td></td>
<td>5/1/24- 4/30/25</td>
<td>$ 400,000.00</td>
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<tr>
<td></td>
<td></td>
<td>$ 500,000.00</td>
<td>2024-25</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$1,150,000.00</td>
<td></td>
</tr>
</tbody>
</table>
**Recommendation**

The resolution be approved.

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**26 Resolution - Authorizing As-Needed Expenditures in the Total Estimated Amount of $500,000.00 for Minor Concrete Construction Services with C&J’s Designs and Solutions of East Texas, LLC, through The Interlocal Purchasing System (TIPS) Program**

**Administrative Comments**

1. This item is recommended by the Capital Improvement Program (CIP) Department. It supports Future in Focus: Infrastructure Investment - Support strategic investment in city facilities.

2. **Impact:** Approval of this contract will allow the city to address infrastructure issues that necessitate concrete replacement and as-needed repairs to existing city facilities efficiently.

3. Approval of this item supports as-needed expenditures for concrete construction services throughout the city. Types of construction services will include installation and repair of sidewalks and stoops, as well as other concrete related items such as retaining walls, drive approaches, and exterior slabs, in a timely and cost-effective manner.

4. A Vendor/Member contract between the City of Irving and C&J’s Designs and Solutions of East Texas LLC., was approved on May 18, 2022 by Administrative Award No. 7807. The contract supports the utilization of TIPS Contract No. 220107, for trades, labor, and materials (2 Part with JOC), Part 1 only, which expires March 31, 2027.

5. Funding for Fiscal Year 2023-24 is available in various departmental budgets within various funds, while funding for Fiscal Year 2024-25 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Spending Term</th>
<th>Total Estimated Amount</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>C&amp;J’s Designs and Solutions of East Texas LLC.</td>
<td>4/1/24 – 3/31/25</td>
<td>$250,000.00</td>
<td>2023-24</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$250,000.00</td>
<td>2024-25</td>
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<tr>
<td><strong>TOTAL</strong></td>
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<td><strong>$500,000.00</strong></td>
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</tr>
</tbody>
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**Recommendation**
The resolution be approved.

27 Resolution - Renewing the Contract with Parkscape Construction, Inc., in the Total Estimated Amount of $350,000.00 for Masonry and Stonework for a Two-Year Period

Administrative Comments

1. This item is recommended by the Capital Improvement Program (CIP) Department. It supports Future in Focus: Infrastructure Investment – Support strategic investment in city facilities.

2. Impact: Masonry and stonework services help to improve the visual impression of the city, and the benefits of providing this work through an annual contract are both efficient and cost effective.

3. CIP manages many small and large construction projects throughout the year. This contract will allow staff to quickly respond to the masonry and stonework needs of each project, including installation and repair of stone veneer walls, monument walls, retaining walls and planting borders.

4. This renewal establishes the continuation of an annual contract for providing masonry and stonework services on an as-needed basis. This is the second and final, two-year renewal option.

5. Funding for Fiscal Year 2023-24 is available in various project budgets within various funds, while funding for Fiscal Years 2024-25 and 2025-26 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Estimated Expenditure</th>
<th>Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parkscape Construction, Inc.</td>
<td>4/1/24 – 3/31/26</td>
<td>$87,500.00</td>
<td>2023-24</td>
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<td></td>
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<td>$175,000.00</td>
<td>2024-25</td>
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<tr>
<td></td>
<td></td>
<td>$87,500.00</td>
<td>2025-26</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$350,000.00</td>
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</tr>
</tbody>
</table>

Recommendation

The resolution be approved.
Resolution - Rejecting Any and All Bids Relative to ITB No. 082D-24F for Stone Riprap for City of Irving

Administrative Comments

1. This item is recommended by the Capital Improvement Program Department – Municipal Drainage Utilities (MDU) Division. It supports Future in Focus: Infrastructure Investment – Maintain water, wastewater, and drainage infrastructure.

2. **Impact:** This item supports the Drainage Solutions for a Better Tomorrow program. Approval of this item will allow the city to purchase rock materials (riprap) for the maintenance and erosion control of drainage channels to meet the standards established for the long term sustainability of our waterways.

3. Two bids were received in response to ITB No. 082D-24F. One of the bids was non-responsive, and the Department has determined the other bid to be over budget; therefore, staff recommends rejecting any and all bids.

Recommendation

The resolution be approved.

Resolution - Authorizing As-Needed Expenditures with Texas Highway Products, LTD, in the Total Estimated Amount of $250,000.00 for Traffic Signal Parts and Equipment through the State of Texas Local Government Statewide Cooperative Purchasing Program (Buyboard)

Administrative Comments

1. This item is recommended by the Traffic & Transportation Department. It supports Future in Focus: Infrastructure Investment – Maintain roadways, sidewalks, and transportation infrastructure.

2. **Impact:** Approval of this item allows for the purchase of materials utilized by the Traffic Signal Division of the Traffic and Transportation Department. Materials purchased from this vendor include but are not limited to: LED Traffic Signal Head Modules; Traffic Signal Cabinet Controllers; EDI 2010 ECLiP Traffic Signal Cabinet Fault Monitors; AXIS & GRIDSMART Video Imaging and Vehicle Detection Systems; and Pedestrian Signal Heads.
3. These materials are needed for the maintenance and operation of more than 220 traffic signals located throughout the City. Previous spending with this vendor over this past year was $96,533. Potential spending with this vendor can vary widely depending on the following: fluctuations with electrical power; vehicular accidents impacting traffic signal equipment; traffic signal equipment failures; installation of new traffic signals; material cost increases due to supply chain issues; inflation; vandalism; weather; etc.

4. These purchases are supported by a Vendor/Member contract between the City of Irving and Texas Highway Products, LTD, for utilization of Buyboard Contract No. 695-23 for Traffic Signal Systems & Safety Barrier Products which has been renewed through March 31, 2025.

5. Funding for Fiscal Year 2023-24 is available in the Non-Bond CIP Fund, while funding for Fiscal Year 2024-25 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Expenditures</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas Highway Products, LTD</td>
<td>4/1/24 – 3/31/25</td>
<td>$125,000.00</td>
<td>2023-24</td>
</tr>
<tr>
<td></td>
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<tr>
<td>TOTAL</td>
<td></td>
<td>$250,000.00</td>
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</tbody>
</table>

**Recommendation**

The resolution be approved.

30 Resolution - Authorizing As-Needed Expenditures with Paradigm Traffic Systems, Inc., for Traffic Signal Parts and Equipment in the Total Estimated Amount of $150,000.00 through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

**Administrative Comments**

1. This item is recommended by the Traffic & Transportation Department. It supports Future in Focus: Infrastructure Investment – Maintain roadways, sidewalks, and transportation infrastructure.
2. **Impact**: Approval of this item allows for the purchase of materials utilized by the Traffic Signal Division of the Traffic and Transportation Department which include, but are not limited to, traffic signal parts and equipment. This will enable the Traffic & Transportation Department to perform operation, maintenance and repair on the City’s traffic signal system.

3. Materials purchased from this vendor are needed for the maintenance and operation of more than 220 traffic signals and numerous rapid flashing beacon assemblies located throughout the city. Previous spending with this vendor over this past year was $43,510. Potential spending with this vendor can vary widely depending on: fluctuations with electrical power; vehicular accidents impacting traffic signals and rapid flashing beacon assemblies; traffic signal and rapid flashing beacon assembly equipment failures; material cost increases due to supply chain issues; inflation; vandalism; weather; etc.

4. These purchases are supported by a Vendor/Member Contract between the City of Irving and Paradigm Traffic Systems, Inc., for utilization of Buyboard Contract No. 695-23 for Traffic Signal Systems and Safety Barrier Products which has been renewed through March 31, 2025.

5. Funding for Fiscal Year 2023-24 is available in the Non-Bond CIP Fund, while funding for Fiscal Year 2024-25 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Expenditures</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paradigm Traffic Systems, Inc.</td>
<td>4/1/24 – 3/31/25</td>
<td>$75,000.00</td>
<td>2023-24</td>
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<td>$75,000.00</td>
<td>2024-25</td>
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<tr>
<td>TOTAL</td>
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<td>$150,000.00</td>
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</tbody>
</table>

**Recommendation**

The resolution be approved.
Resolution - Authorizing As-Needed Expenditures with Iteris, Inc., for Video Imaging and Vehicle Detection Systems in the Total Estimated Amount of $250,000.00 through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

Administrative Comments

1. This item is recommended by the Traffic & Transportation Department. It supports Future in Focus: Infrastructure Investment – Maintain roadways, sidewalks, and transportation infrastructure.

2. Impact: Approval of this item allows for the purchase of video imaging and vehicle detection systems, components, and repairs. This will enable the Traffic & Transportation Department to perform operation maintenance and repair on the City’s traffic signal system.

3. Materials purchased from this vendor are needed for the maintenance and operation of 220 traffic signals located throughout the City. Potential repairs and maintenance with this vendor can vary widely depending on the following: fluctuations with electrical power; vehicular accidents impacting traffic signal equipment; traffic signal equipment failures; installation of new traffic signals; material cost increases due to supply chain issues; inflation; vandalism; weather; etc.

4. These purchases are supported by a Vendor/Member Contract between the City of Irving and Iteris, Inc., for utilization of Buyboard Contract No. 695-23 for Traffic Signal Systems and Safety Barrier Products which has been renewed through March 31, 2025.

5. Funding for Fiscal Year 2023-24 is available in the Non-Bond CIP Fund, while funding for Fiscal Year 2024-25 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Expenditures</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Iteris, Inc.</td>
<td>4/1/24 – 3/31/25</td>
<td>$125,000.00</td>
<td>2023-24</td>
</tr>
<tr>
<td></td>
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<td>2024-25</td>
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<tr>
<td>TOTAL</td>
<td></td>
<td>$250,000.00</td>
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</tbody>
</table>

Recommendation

The resolution be approved.
Resolution - Authorizing As-Needed Expenditures with Texas Materials Group, Inc., in the Total Estimated Amount of $4,500,000.00 for Asphalt, Milling, and Overlay Services through Dallas County

Administrative Comments

1. This item is recommended by the Traffic & Transportation Department – Streets Division. It supports Future in Focus: Infrastructure Investment – Maintain roadways, sidewalks, and transportation infrastructure.

2. **Impact:** This contract supports the city’s Road to the Future Program.
   Approval of this contract will allow the city to procure asphalt, milling, and overlay services to provide necessary infrastructure maintenance on the city’s roadways.

3. A Vendor/Member contract between the City of Irving and Texas Materials Group, Inc. was approved on March 30, 2023, by RES-2023-132. The contract supports utilization of Dallas County Contract No. 2022-046-6961, which expires on December 5, 2027.

4. Funding for Fiscal year 2023-24 is available in the Street Improvement Bond Fund and in the Traffic & Transportation Department budget within the General Fund, while funding for Fiscal Year 2024-25 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Est. Expenditure</th>
<th>Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas Materials Group, Inc.</td>
<td>4/1/24 – 3/31/25</td>
<td>$3,500,000.00</td>
<td>2023-24</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$1,000,000.00</td>
<td>2024-25</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$4,500,000.00</strong></td>
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</tbody>
</table>

**Recommendation**

The resolution be approved.

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Resolution - Authorizing As-Needed Expenditures with Austin Asphalt, Inc. in the Total Estimated Amount of $1,630,000.00 for Asphalt Patching Materials through Dallas County for a Five-Year Term

Administrative Comments

1. This item is recommended by the Traffic & Transportation Department – Streets and Capital Improvements Program Department – Municipal Drainage Utilities (MDU) divisions, and by the Water Utilities Department. It supports Future in Focus: Infrastructure Investment – Maintain roadways, sidewalks, and
transportation infrastructure and maintain water, wastewater and drainage infrastructure.

2. **Impact: This item supports the city’s Road to the Future Program.** It allows the Streets Division to expedite repair of damaged roadways, and to maintain and enhance mobility for the safe and effective transit of motorists throughout the City of Irving. Asphalt patching materials are also used by MDU and Water Utilities to provide the necessary resources to temporarily patch existing roadways following water and sewer line and drainage-related repairs.

3. A Vendor/Member contract between the City of Irving and Austin Asphalt, Inc., was approved on February 14, 2024, by Administrative Award No. 9052 which supports utilization of Dallas County Contract No. 2022-046-6961 for Asphalt, Aggregates, Concrete, and Related Highway Materials, which expires December 5, 2027.

4. Funding for Fiscal Year 2023-24 is available in the Traffic & Transportation Department budget within the General Fund, and in the Municipal Drainage Utility Operating and Water-Sewer Operating funds, while funding for Fiscal Years 2024-25 through 2027-28 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Amount</th>
<th>Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Austin Asphalt, Inc.</td>
<td>3/22/24 – 12/5/27</td>
<td>$ 298,500.00</td>
<td>2023-24</td>
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<tr>
<td></td>
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<td></td>
<td></td>
<td>$ 105,500.00</td>
<td>2027-28</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$1,630,000.00</strong></td>
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</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.
Resolution - Approving a Professional Services Agreement Between the City of Irving and Bird Advocacy & Consulting, Inc., in an Amount Not to Exceed $251,500.00 for Event Planning & Management Services for the Irving Transportation, Infrastructure and Economic Development Investment Summit And/Or a Transportation & Infrastructure Washington, DC Convention

Administrative Comments

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

2. **Impact:** Meeting and event planning services for the city’s Transportation, Infrastructure and Economic Development Investment Summit (Irving Summit) and/or the Transportation & Infrastructure Washington, DC Convention (DC Convention) will allow the city to coordinate, plan and manage the event which focuses on transportation and water infrastructure and economic development topics, among other legislative priorities.

3. A Request for Proposals (RFP) was issued on January 26, 2024 for these services; two responses were received. The proposal submitted by Bird Advocacy & Consulting, Inc., is recommended for award as the response scoring the highest points base on the evaluation criteria established in the RFP.

4. The consultant’s proposal provides options for the following four scenarios as presented in the provided attachments to this item, one of which will be referenced in the contract prior to execution depending on the Irving City Council’s final direction as to how to move forward:

   a. Exhibit A-1 – Biannual event planning services for the Irving Summit and DC Convention to be held in alternating years in an amount not to exceed $143,250.00 per year

   b. Exhibit A-2 – Annual event planning services for both the Irving Summit and the DC convention to be held each year in an amount not to exceed $251,500 per year

   c. Exhibit A-3 – Annual event planning services for the Irving Summit only in an amount not to exceed $147,500 per year

   d. Exhibit A-4 – Annual event planning services for the DC Convention only in an amount not to exceed $141,500.00 per year

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

6. Approval of this item establishes a contract for the continuation of providing meeting and event planning services for the city’s Transportation, Infrastructure and Economic Development Investment Summit and/or the Transportation & Infrastructure Washington, DC Convention. The contract is for one year, with four, one-year renewal options. Near the conclusion of the initial one-year term of the
contract, the awardee will undergo a performance review to determine whether to renew the contract(s).

7. Although the contract is being awarded in an amount based on Council’s final direction as to which option staff will proceed with as noted above, a portion of this amount will be offset by event-related revenue in the form of sponsorships, registration fees, etc.

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

8. Funding in an amount not to exceed $251,500.00 is available in the Transportation Summit budget within the General Fund.

9. Upon approval of this agreement, a separate agreement will be forthcoming to provide a venue for the Transportation, Infrastructure and Economic Development Investment Summit.

Recommendation

The resolution be approved.

35 Resolution - Renewing the Annual Contract with Crafco Inc., in the Total Estimated Amount of $90,000.00 for Crack Sealing Compound & Asphalt Cold Patch Materials

Administrative Comments

1. This item is recommended by the Traffic & Transportation Department. It supports Future in Focus: Infrastructure Investment – Maintain roadways, sidewalks and transportation infrastructure.

2. **Impact: This contract supports the Road to the Future program.** Crack sealing compound and asphalt cold patch materials are utilized by the Streets Division to maintain and enhance mobility for the safe and effective transit of motorists throughout the City of Irving. This contract provides the necessary resources to expedite the repair of damaged existing roadways.

3. This renewal establishes the continuation of an annual contract for providing crack sealing and asphalt cold patch materials. This is the second and final, one-year renewal option.

4. Funding for Fiscal Year 2023-24 is available in the Traffic & Transportation Department budget within the General Fund, while funding for Fiscal Year 2024-25 is subject to budget appropriation.
**Recommendation**

The resolution be approved.

---

**36 Resolution - Renewing the Annual Contract with CCGMG, LLC Series B in the Total Estimated Amount of $1,500,000.00 for Concrete Repair of Sidewalks, Utility Cuts, Streets, and Alleys**

**Administrative Comments**

1. This item is recommended by the Traffic & Transportation Department – Streets Division. It supports Future in Focus: Infrastructure Investment – Maintain roadways, sidewalks and transportation infrastructure.

2. **Impact: This contract supports the Road to the Future program.** It will supplement the Streets Operations staff for as-needed concrete repair and maintenance of sidewalks, utility cuts, streets and alleys required for structural integrity and to enhance safety for citizens and motorists.

3. This renewal establishes the continuation of an annual contract for providing concrete repair services. This is the first of two, one-year renewal options.

4. Funding for Fiscal Year 2023-24 is available in the Street Improvement Bond Fund and in the Traffic & Transportation Department budget within the General Fund, while funding for Fiscal Year 2024-25 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>CCGMG, LLC Series B</td>
<td>4/1/24 – 3/31/25</td>
<td>$1,100,000.00</td>
<td>2023-24</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ 400,000.00</td>
<td>2024-25</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$1,500,000.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.
Resolution - Renewing the Annual Contract with Dyna Pak Corporation in the Total Estimated Amount of $350,000.00 for Polyethylene Refuse and Recycling Bags

Administrative Comments

1. This item has been recommended by the Solid Waste Services Department. It supports Future in Focus: Safe and Beautiful City – Promote environmental stewardship.

2. **Impact:** Refuse and recycling bags provide residents with a convenient and inexpensive way to dispose of household garbage and recyclables.

3. This renewal establishes the continuation of an annual contract to provide polyethylene refuse and recycling bags, in conjunction with Parks & Recreation warehouse operations and Water Utilities Customer Service. This is the second and final, one-year renewal option.

4. Bags are sold to residents at the city’s purchase cost plus applicable sales tax rounded up to the nearest whole dollar per City Ordinance No. 2021-10435. The cost of a roll of refuse bags remains at $13.47, and the cost of a roll of recycling bags remains at $14.31 for this renewal term.

5. Funding for Fiscal Year 2023-24 is available in the Solid Waste Services Operating Fund, while funding for Fiscal Year 2024-25 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Est. Expenditure</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dyna Pak Corporation</td>
<td>4/1/24 – 3/31/25</td>
<td>$260,000.00</td>
<td>2023-24</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ 90,000.00</td>
<td>2024-25</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$350,000.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

Recommendation

The resolution be approved.
Resolution - Ratifying the Payment to W. Two Plus, Inc., in the Total Amount of $318,859.60 for the Emergency Fuel Tank Replacement at the North Police Service Center

Administrative Comments

1. This item is recommended by the Fleet Services Division. It supports Future in Focus: Infrastructure Investment – Maintain roadways, sidewalks and transportation infrastructure.

2. **Impact:** Emergency replacement of the fuel tank at the North Police Service Center was necessary for Public Safety and city fleet vehicles to continue fueling, allowing them to better serve the citizens, businesses, and visitors throughout the City of Irving.

3. The 20-year-old fuel tank at the North Police Service Center located at 5964 Riverside Drive, Irving, Texas 75039, which provides fueling capabilities for the North Police Station and the Parks & Recreation Department, was found to have significant deterioration of its inner lining which created danger of contaminating fuel with continued use. The exterior of the tank and lines running from the tank to the fuel dispenser were also showing signs of distress and in desperate need of replacement, creating the need for an emergency declaration on July 19, 2022 by Assistant City Manager Orlando Sanchez to prevent the possibility of an environmental hazard should the tank begin to leak and to protect public safety.

4. W. Two Plus, Inc., who is under contract with the city for Regulated Environmental Risk Services, was contacted immediately and provided a quote to cover decommission of the old fuel tank and purchase and installation of a new 12,000 gallon FireGuard above ground steel tank. The replacement of the fuel tank and related components, along with the necessary testing, was completed on February 16, 2024. Despite the delay caused by the back-ordered equipment, the work has been successfully finished, and everything is now in proper working order.

5. Funding in the amount of $318,859.60 was available in the Vehicle and Equipment Replacement fund after a budget adjustment was completed to place $336,337.83 into this fund via ORD-2022-10613 on August 4, 2022 based on the original estimate received from W. Two Plus.

**Recommendation**

The resolution be approved.
Resolution - Authorizing As-Needed Expenditures with Fleet Solutions, LLC, dba USA Fleet Solutions, a Reseller of Geotab, Inc., in the Total Estimated Amount of $225,000.00 for the Purchase of Vehicle Management Devices, Global Positioning System (GPS) and Monitoring Services through Sourcewell

Administrative Comments

1. This item is recommended by the Fleet Services Division. It supports Future in Focus: Infrastructure Investment – Maintain roadways, sidewalks and transportation infrastructure.

2. Impact: Utilization of this contract will allow for continued vehicle tracking utilizing Geotab hardware and software, which increases the efficiency of both the Fleet Services Division and the departments and provides accountability regarding vehicle safety, security and utilization.

3. A Vendor/Member contract between the City of Irving and Fleet Solutions, LLC, dba USA Fleet Solutions, a reseller of Geotab, Inc., was approved by Resolution No. 2022-489 on November 10, 2022. This contract supports utilization of Sourcewell Contract No. 020221-GEO for Fleet Management to provide monthly tracking services associated with Geotab telematic devices utilized on general government Fleet vehicles, which has been renewed through March 26, 2025.

4. Funding for Fiscal Year 2023-24 is available in the Garage Fund, while funding for Fiscal Year 2024-25 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Spending Term</th>
<th>Total Estimated Amount</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fleet Solutions, LLC, dba USA Fleet Solutions a reseller of Geotab, Inc.</td>
<td>3/27/24 – 3/26/25</td>
<td>$112,500.00</td>
<td>2023-24</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$112,500.00</td>
<td>2024-25</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$225,000.00</td>
<td></td>
</tr>
</tbody>
</table>

Recommendation

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

Administrative Comments

1. This item is recommended by the Fleet Services Division and the Financial Services Department – Purchasing Division. It supports Future in Focus: Infrastructure Investment – Maintain roadways, sidewalks and transportation infrastructure.

2. **Impact:** Establishment of a Vendor/Member Contract between the City of Irving and Bond Equipment Company, Inc., supports utilization of BuyBoard Contract No. 723-23 for Medium & Heavy-Duty Trucks, Parts, and Maintenance Repair Services, which expires on November 30, 2024.

3. Approval of this item allows for the purchases of four (4) 2024 Battle Motor LED –2 Rear Loaders for the Solid Waste Services Department as presented in the following item on this agenda as well as any future purchases from this vendor through the designated BuyBoard contract during the specified contract term.

**Recommendation**

The resolution be approved.

---

41 Resolution - Approving the Purchase from Bond Equipment Company, Inc., for Four (4) 2024 Battle Motors LED-2 Rear Loaders, in the Total Estimated Amount of $1,543,886.00 through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

Administrative Comments

1. This item is recommended by the Solid Waste Services Department and approved by the Fleet Services Division. It supports Future in Focus: Infrastructure Investment – Maintain roadways, sidewalks and transportation infrastructure.

2. **Impact:** The purchases shown below from Bond Equipment Company, Inc., will be utilized by the Solid Waste Services Department. The replacement of aging vehicles will reduce downtime and provide the department with critical resources to maintain optimal services for the Irving community.

3. These purchases are supported by a Vendor/Member contract between the City of Irving and Bond Equipment Company, Inc., utilizing BuyBoard Contract No. 723-23 for Medium and Heavy-Duty Trucks, Parts and Maintenance Repair Service which is presented as the previous item on this agenda.

4. These budgeted replacements are in accordance with the City’s Vehicle &
Equipment Replacement Policy for City Tag Nos. 06235, 06236, 06239 and 06240, all 2014 or 2015 Mack cab and chassis with Heil 28-yard rear loaders which will all be retired.

5. Funding in the total estimated amount of $1,543,886.00 is available in the Solid Waste Services Vehicle & Equipment Replacement Fund.

<table>
<thead>
<tr>
<th>Department</th>
<th>Description (qty)</th>
<th>Replaces City Tag #</th>
<th>Total Estimated Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solid Waste Services</td>
<td>2024 Battle Motors LED-2 Rear Loaders (4)</td>
<td>06235, 06236, 06239, 06240</td>
<td>$1,543,886.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOTAL</td>
<td>$1,543,886.00</td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

---

**Resolution - Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement between the City of Irving and Siddons-Martin Emergency Group, LLC, through the Houston-Galveston Area Council of Governments (H-GAC) Interlocal Cooperative Purchasing Program**

**Administrative Comments**

1. This item is recommended by the Fleet Services Division and the Financial Services Department – Purchasing Division. It supports Future in Focus: Infrastructure Investment – Maintain roadways, sidewalks and transportation infrastructure.

2. **Impact**: Establishment of a Vendor/Member contract between the City of Irving and Siddons-Martin Emergency Group, LLC, supports utilization of H-GAC Contract No. FS12-23, which expires November 30, 2027, for fire apparatus equipment.

3. Approval of this contract supports the purchase of the fire apparatus as presented in the following item on this agenda as well as any future purchases from this vendor through the designated H-GAC contract for the specified contract term.

**Recommendation**

The resolution be approved.
Resolution - Approving the Purchase from Siddons-Martin Emergency Group, LLC, for Various Fire Apparatus, in the Total Estimated Amount of $5,162,218.00 through the Houston-Galveston Area Council of Governments (H-GAC) Interlocal Cooperative Purchasing Program

Administrative Comments

1. This item is recommended by the Fire Department and approved by the Fleet Services Division. It supports Future in Focus: Safe and Beautiful City – Safeguard public safety, security and health.

2. Impact: The purchase shown below from Siddons-Martin Emergency Group, LLC, will reduce equipment downtime and allow the Fire Department to maintain the level of service needed to support residents, visitors and businesses within the City of Irving.

3. These purchases are supported by a Vendor/Member contract between the City of Irving and Siddons-Martin Emergency Group, LLC, Inc. utilizing H-GAC Contract No. FS12-23 for Fire Apparatus and Related Vehicles which is presented as the previous item on this agenda.

4. These budgeted replacements are in accordance with the City’s Vehicle & Equipment Replacement Policy for City Tag Nos. 05159-5x and 05160-5x, both 2010 Spartan Gladiator Retained Reserve Pumpers, City Tag No. 05154-5X, a 2008 Spartan Gladiator Reserve Pumper, and City Tag No. 05139-5X, a 2006 Pierce Custom 100’ Aerial Ladder, which will all be retired.

5. Funding in the total estimated amount of $5,162,218.00 is available in the Infrastructure Fund.

<table>
<thead>
<tr>
<th>Department</th>
<th>Description</th>
<th>Replaces City Tag #</th>
<th>Total Estimated Amount</th>
<th>Fund(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire</td>
<td>1263 Pierce Custom Enforcer Pumper (2nd Gen)</td>
<td>05159-5X</td>
<td>$970,447.00</td>
<td>Infrastructure</td>
</tr>
<tr>
<td></td>
<td>(1)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire</td>
<td>1113 Pierce Custom Enforcer Pumper (2nd Gen)</td>
<td>05160-5X</td>
<td>$2,027,801.00</td>
<td>Infrastructure</td>
</tr>
<tr>
<td></td>
<td>(2)</td>
<td>05154-5X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire</td>
<td>1112 Pierce Custom Enforcer Aerial HD Ladder 100’ Mid Mount</td>
<td>05139-5X</td>
<td>$2,160,417.00</td>
<td>Infrastructure</td>
</tr>
<tr>
<td></td>
<td>(1)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td></td>
<td>$5,162,218.00</td>
<td></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.
Resolution - Approving and Accepting the Bid of Retail Motorcycle Venture Inc., dba BMW Motorcycles N. Dallas in an Amount Not to Exceed $400,000.00 for BMW Motorcycles Repair and Service for a Two-Year Period

Administrative Comments

1. This item is recommended by the Fleet Services Division. It Supports Future in Focus: Infrastructure Investment – Maintain roadways, sidewalks, and transportation infrastructure.

2. Impact: The city’s public safety vehicles will continue to be repaired and maintained with minimum downtime, keeping service levels high and enhancing Fleet Services Operations.

3. Retail Motorcycle Venture, Inc., dba BMW Motorcycles N. Dallas received the highest points based on the evaluation criteria established in this Best Value Bid and is being recommended for award.

4. This award establishes a contract to provide BMW (Original Equipment Manufacturer) parts and service for public safety vehicles on an as-needed basis. The contract is for two years with two, two-year renewal options.

5. Funding for Fiscal Year 2023-24 is available in the Garage Fund, while funding for Fiscal Years 2024-25 and 2025-26 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>Retail Motorcycle Venture Inc., dba BMW Motorcycles N. Dallas</td>
<td>3/22/24 – 2/28/26</td>
<td>$100,000.00</td>
<td>2023-24</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$200,000.00</td>
<td>2024-25</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$100,000.00</td>
<td>2025-26</td>
</tr>
<tr>
<td></td>
<td>TOTAL AMOUNT NOT TO EXCEED</td>
<td>$400,000.00</td>
<td></td>
</tr>
</tbody>
</table>

Recommendation

The resolution be approved.
45 Resolution - Rejecting Any and All Bids Relative to ITB No. 020LR-24F for Fleet Fuel Cards for City of Irving

Administrative Comments

1. This item is recommended by the Fleet Services Division. It supports Future in Focus: Infrastructure Investment – Maintain roadways, sidewalks and transportation infrastructure.

2. Impact: Fleet Fuel Cards are used to purchase as-needed fuel for Public Safety and City Fleet vehicles from retail fueling locations at a discount off pump price, allowing the city to better serve the citizens, businesses, and visitors throughout the City of Irving.

3. Two bids were received in response to ITB No. 020LR-24F. After evaluation of the responses, staff has determined that neither submittal will be beneficial to city operations at this time; therefore, staff recommends rejecting any and all bids.

Recommendation

The resolution be approved.

46 Resolution - Authorizing As-Needed Expenditures with Presidio Networked Solutions Group, LLC, in the Total Estimated Amount of $600,000.00 for Pure Branded Data Storage, Data Communications & Networking Equipment and Related Services through the State of Texas Department of Information Resources (DIR) Cooperative Purchasing Program

Administrative Comments

1. This item is recommended by the Information Technology (IT) Department. It supports Future in Focus: Government Sustainability – Improve efficiency through data, technology, and thoughtful, innovative approaches.

2. Impact: The city relies on storage of our critical systems, file shares and servers. Approval of this item will provide continued support and capacity upgrades for its most critical data such as email, user/department drives and enterprise databases.

3. The city has three (3) data centers with storage infrastructure and requires vendor support for hardware or software failures. We also budget for upgrades as storage grows.

4. These purchases are supported by a Vendor/Member contract between the City of Irving and Presidio Networked Solutions Group, LLC, which was approved by RES-2020-157 on May 7, 2020, for utilization of DIR-TSO-4331, which has been renewed through March 12, 2025.
5. Funding for Fiscal Year 2023-24 is available in the Technology Fund, while funding for Fiscal Year 2024-25 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Spending Term</th>
<th>Total Estimated Amount</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Presidio Networked Solutions Group, LLC</td>
<td>3/22/24 – 3/12/25</td>
<td>$300,000.00</td>
<td>2023-24</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$300,000.00</td>
<td>2024-25</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$600,000.00</td>
<td></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

---

**Resolution - Approving As-Needed Expenditures with Motorola Solutions, Inc., in the Total Estimated Amount of $600,000.00 for Radio Communications and Emergency Response Equipment through the Houston-Galveston Area Council of Governments (H-GAC) Interlocal Cooperative Purchasing Program**

**Administrative Comments**

1. This item is recommended by the Information Technology (IT) Department. It supports Future in Focus: Safe and Beautiful City - Safeguard public safety, security, and health.

2. **Impact:** Motorola radios are used by Police and Fire daily to communicate. This contract is used for purchasing new and replacement radios and accessories in providing critical first responder services to residents, visitors, and businesses for the City of Irving. This contract is also used to purchase infrastructure and installation parts to support the Public Safety radio system, Fire Station Alerting and vehicle radio equipment installations when needed.

3. The City of Irving entered into a Vendor/Member contract with Motorola Solutions, Inc. on June 9, 2022, which supports utilization of Houston Area Council of Government (H-GAC) Contract No. RA05-21 which expires on July 31, 2024, for Radio Communication and Emergency Response Equipment

4. The IT Department is recommending amending the contract spending amount for as-needed expenditures with Motorola Solutions, Inc. in the total estimated amount of $600,000.00 for radio equipment, accessories, services, and infrastructure
hardware over the remaining life of the extended H-GAC contract expiring July 31, 2024.

5. Funding for Fiscal Year 2023-24 is available in the Technology and various departmental budgets within various funds.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Amount</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motorola Solutions, Inc.</td>
<td>3/22/24 – 7/31/24</td>
<td>$600,000.00</td>
<td>2023-24</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$600,000.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Recommendation**
The resolution be approved.

**Resolution - Renewing the Annual Contract with K & N Electric, 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 and supports Future in Focus: Government Sustainability - Improve efficiency through data, technology, and thoughtful, innovative approaches.

2. **Impact:** This annual contract provides communications installation hardware parts to support the make-ready process for Police, Fire, and General Government Vehicles that provide crucial services to the residents of the City of Irving.

3. IT Communications installs various technologies including modems, computers, and in-car video systems as required by the various departments in the vehicle make-ready process for them to perform their duties.

4. This renewal establishes the continuation of an annual contract for providing communications installation hardware parts. This is the first of two, one-year renewal options. The current contract expires on March 31, 2024.

5. Funding for Fiscal Year 2023-24 is available in various departmental budgets within various funds, while funding for Fiscal Year 2024-25 is subject to budget appropriation.
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Est. Amount</th>
<th>Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>K &amp; N Electric, Inc.</td>
<td>4/1/24 - 3/31/25</td>
<td>$ 50,000.00</td>
<td>2023-24</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ 50,000.00</td>
<td>2024-25</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$ 100,000.00</td>
<td></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

**End of Bids**

49 **Ordinance - Amending Chapter 8 of the Irving Land Development Code by Adopting the 2023 Edition of the National Electrical Code (NEC) Including Regional and Local Amendments**

**Administrative Comments**

1. This item has been recommended by the Inspections Department.

2. **Impact:** Codes are published on three-year cycles and are periodically adopted by municipalities to remain current with emerging life-safety technology and new construction methods and materials. Updated codes promote public health, building safety, and the general welfare of the residents, visitors, and businesses of Irving. There will be no significant impact that will result from adopting newer editions of the codes.

3. **This item was presented at the February 22, 2024, meeting of the Planning and Development Committee.**

4. The North Central Texas Council of Governments Executive Board encourages cities to adopt this code and its regional amendments.

5. A hearing was held before Irving’s Construction Board of Appeals on January 22, 2024, to receive public input. No input was offered from the public and the Construction Board of Appeals recommends adoption of this code along with its regional and local amendments.

6. A Notice of Public Hearing to consider adopting the 2023 National Electrical Code was posted on the City’s website on February 29, 2024.


8. The effective date for this ordinance is April 22, 2024.

**Recommendation**

The ordinance be adopted.
Ordinance - Amending Chapter 18 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas, by Adopting the Texas Food Establishment Rules with Amendments, Modifications and Deletions and Designating it as the Food Establishment Code for the City of Irving, Texas

Administrative Comments

1. This item has been recommended by the Inspections Department.

2. **Impact**: Adoption of the latest Texas Food Establishment Rules will ensure consistency with ordinances and enforcement by aligning the Irving Food and Food Establishments Code with House Bill 2878. This updated code promotes public health, food safety, and the general welfare of the residents, visitors and businesses of Irving. There will be no significant impact that will result from adopting this code.

3. **This item was presented at the February 22, 2024, meeting of the Planning and Development Committee.**

4. Texas House Bill 2878 was passed on June 13, 2023 with an effective date of September 1, 2023. This bill removes the mobile food unit section from Irving’s Food and Food Establishments Code.

5. Irving Health Inspectors enforce state and local laws and are charged with inspecting 1,250 food establishments as well as temporary events. Additionally, health inspectors also inspect 72 commercial childcare facilities, 35 home childcare facilities, and 7 nursing homes.

6. The effective date for this ordinance is March 22, 2024.

**Recommendation**

The ordinance be adopted.
Ordinance - ZC23-0055 - Considering a Zoning Change from S-P-2 (R-6) "Generalized Site Plan - Single-Family Residential 6" to S-P-2 (R-6) "Generalized Site Plan - Single-Family Residential 6" with Variances to the Minimum Side and Rear Yard Setbacks, and to Omit the Requirement for a Two-Car Garage for a New Residence - 3008 Medina Street

Administrative Comments

1. The Planning and Zoning Commission recommended denial on March 4, 2024, by a vote of 6-1.

   Commissioners in support: Haacke, Vigliante, Denny, Lightfoot, Reyes, Sanguino
   Commissioners in opposition: Skinner
   Commissioners absent: Prichard, Myrick

2. Owner/Applicant: Jacinto Cabello

3. History
   a. The subject lot was originally part of an L-shaped lot platted in the 1980s that had frontage on both Medina Street and King Richard Street. The owner had constructed a single-family home as well as an accessory structure that served as a pool house. In 2015, the pool was demolished and filled in.

   b. In 2021, the property was part of a rezoning request for two variances. The owner wanted to convert the accessory structure on the subject lot to a separate residence for his mother. Since the City does not permit guest houses by right or two principal living quarters on the same lot, the owner decided to subdivide the lot so the accessory structure could be its own single-family dwelling on its own lot. To subdivide the property, variances were needed for the accessory structure to become a primary structure due to its placement and orientation on the lot.

   c. The first variance was for an encroachment into the 20-foot rear yard setback. Since it was originally built as an accessory building, the structure was built relative to the side and rear setbacks for accessory structures which are less than those for the main structure.

   d. The second variance was for lot width per Sec. 5.3.5 “Single-family Residential Lot Size Compatibility”. Even though the lot would meet the 50-foot minimum width requirement of the R-6 district, it would need to meet the lot width compatibility requirements of nearby lots. The lot was 69.08 feet wide but would need to be at least 73.6 feet wide.

   e. The previous rezoning request was approved with the following variances:
<table>
<thead>
<tr>
<th>Variance Description</th>
<th>Standard</th>
<th>Required</th>
<th>Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sec. 2.4.8 d) - Rear Yard Setback</td>
<td>20 feet</td>
<td></td>
<td>13.4 feet</td>
</tr>
<tr>
<td>Sec. 5.3.5 - Single-family Residential Lot Size Compatibility</td>
<td>73.6 feet</td>
<td></td>
<td>69.8 feet</td>
</tr>
</tbody>
</table>

f. The replat of the property to divide it into two lots was approved in September 2021.

4. The subject property is a 0.275-acre lot that is currently developed with an accessory structure. **The applicant is proposing to remodel the existing accessory structure into a single-family residence.**

5. The subject property is a 0.257-acre tract that is currently developed with an accessory structure. The applicant is proposing to **remodel the existing accessory structure into a single-family residence.**

6. The subject property was recently replatted from one lot into two lots. **The applicant is requesting retain the variances to the minimum rear yard setback, the minimum side yard setback, and to not provide the required 2-car garage.**

7. The existing accessory structure that is to be converted to a single-family home was approved with the variances noted above under “History”. Upon applying for a building permit for the interior remodel to make the accessory building fully habitable, the applicant was informed that a 2-car garage must be provided. Since the applicant did not want the additional cost of building a detached garage, they were advised that a variance would be necessary.

8. Upon the survey being submitted to the Planning Department for the rezoning application, staff noticed that there were additional encroachments of the existing structure into both the side yard setback, rear yard setback, and a 5-foot utility easement. **The survey did not match the one that was provided for the previous zoning case.**

9. **The owner maintains that the original survey provided to him was incorrect and did not show the true location of the structure in relation to the property lines and easements.**

10. Since no active utilities were located in the easement, the applicant requested that the City abandon it. **The abandonment was approved by the City Council on January 11, 2024;** however, variances are still needed for the side and rear yard setbacks.

11. The structure will meet the requirements of the R-6 District except as summarized below:
<table>
<thead>
<tr>
<th>Standard</th>
<th>Required</th>
<th>Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.4.3 - Off-Street Parking Requirements</td>
<td>2-car, 400 sq. ft. garage for single-family home constructed on or after April 5, 2018</td>
<td>No garage</td>
</tr>
<tr>
<td>Sec. 2.4.8 d) - Rear Yard Setback</td>
<td>20 feet</td>
<td>3 feet</td>
</tr>
<tr>
<td>Sec. 2.4.8 d) – Side Yard Setback</td>
<td>5 feet</td>
<td>4.5 feet</td>
</tr>
</tbody>
</table>

12. The development will comply with all other requirements of the R-6 "Single-family Residential 6" zoning district.

13. Staff from Traffic and Transportation, Fire, Water Utilities, and CIP have reviewed the request and have no objections to this request.

14. Since a new structure could be constructed in conformance with the previously approved zoning, staff does not find any unnecessary hardship. Similarly, the size of the lot would accommodate the required 2 car garage and driveway.

15. A total of 30 public notices were mailed. Staff received one (1) response in support of and no responses in opposition to this request.

**Staff Finding**

No unnecessary hardship is evident, and the site plan does not comply with the development standards outlined in Section 4.4.3 “Off-street Parking Requirements” of the Unified Development Code.

52 Ordinance - 2024-8-ZC - Considering a Zoning Change from S-P "Site Plan" for Day Nursery and Play School Uses to R-6 "Single-Family Residential 6" - 1111 Alexander Street

**Administrative Comments**

1. The Planning and Zoning Commission recommended approval on March 4, 2024 by a vote of 7-0.

   Commissioners in support: Skinner, Haacke, Vigliante, Denny, Lightfoot, Reyes, Sanguino

   Commissioners in opposition: None

   Commissioners absent: Prichard, Myrick
2. **Owner/Applicant:** Mitzi Sanchez

3. The subject property is a 1.02-acre tract with a single-family house. This property is under two separate zoning districts. The western half is zoned R-6 “Single-family Residential 6”, and the eastern half is zoned S-P “Site Plan” for Day Nursery and Play School Uses. The applicant is requesting a zoning change for the 0.36-acre portion on the eastern section of the property to R-6 “Single-family Residential 6”.

4. The S-P zoning dates back to 1967, when the zoning change was approved from “A - Single-family Dwelling District” in Zoning Ordinance No. 209. The surrounding “A” districts transitioned to R-6 “Single-family Residential 6” in 1989 as part of an area-wide rezoning.

5. While the existing house was built in 1952 and has historically been used for residential uses, it currently sits on the portion of the property zoned “Site Plan” for Day Nursery and Play School Uses which does not permit single-family residential uses, making the house a nonconforming use. Per Chapter 7.4 of the Unified Development Code, an existing legal nonconforming single-family structure may be improved, expanded, or enlarged by an amount no more than 50% of the original enclosed structure, or 500 feet, whichever is greater.

6. In December 2023, the applicant applied for a permit with the Inspections Department to expand the existing 1,757 square foot house with an 1,800 square foot addition directly attached to the rear of the house.

7. As the expansion of the house exceeds the 50% threshold (+ 102.45% square footage), the applicant is requesting to rezone this portion of the property to allow single-family residential uses, which would match the R-6 zoning of the western half of the property and the surrounding area.

8. This property will comply with all R-6 “Single-family Residential 6” zoning standards. Platting would be required following the zoning change.

9. Staff from Traffic and Transportation, Fire, Water Utilities, Inspections, and CIP have reviewed the request and have made the following comments:
   a. The **CIP Department** stated that the property must be platted prior to issuing a building permit.
   b. The **Traffic Department** stated that right-of-way dedication may be required for the extension of Pearson St. (per the City's Master Thoroughfare Plan) at time of platting.

10. Since no variances are being requested, and the proposed land use is compatible with the future land use map and the surrounding uses, staff can support this zoning request.

11. A total of 33 public notices were mailed. No responses have been received in support of or in opposition to this request.
Staff Recommendation
The ordinance be adopted per the recommendation of the Planning and Zoning Commission

Ordinance - 2024-16-ZC - Considering a Zoning Change from R-6 "Single-Family Residential 6" to S-P-2 (R-6) "Generalized Site Plan - Single-Family Residential 6" with a Variance to the Minimum Front Yard Setback - 2705 Douglas Avenue

Administrative Comments
1. The Planning and Zoning Commission recommended approval with a side setback variance and a stipulation that the height of the carport not exceed the height of the building on March 4, 2024 by a vote of 6-1.

   Commissioners in support: Skinner, Vigliante, Denny, Lightfoot, Reyes, Sanguino

   Commissioners in opposition: Haacke

   Commissioners absent: Prichard, Myrick

   The stipulations of the Planning and Zoning Commission have not been met.

2. Owner/Applicant: Yuliana Vences

3. The subject property is a 0.16-acre lot with a single-family house zoned R-6 "Single-family Residential 6". The applicant is requesting a zoning change to allow a carport within the front and side yard setback.

4. The applicant is proposing to build a carport attached to the front of the house. The house has an existing 2-car garage. The garage on the subject property is set back approximately 49 feet from the front wall of the home.

5. At the Planning and Zoning Commission, the applicant proposed a 21.25 ft. x 26 ft. carport (552.5 square feet), exceeding the maximum size by 152.5 square feet. The carport was also proposed to be 18 feet tall. The Planning and Zoning Commission recommended approval without a variance to the front setback or to the maximum area of a carport, and with a limit that the carport not be taller than the house. The Commission did recommend approval of the variance to the side yard setback.

6. On March 8, the applicant submitted a revised site plan. The proposed carport would now be 20 feet wide and 20 feet deep for a total of 400 square feet. The applicant is now requesting a variance of one foot three inches (1'-3") to the front setback due to the curve of the lot. The applicant is also requesting a carport height of sixteen (16) feet, which is two (2) feet taller than the peak of
the roof of the house. Height for a carport is measured to the peak of roof.

7. While the R-6 zoning generally requires a 25-foot front setback, Section 8.4.2 states that the front setback can be larger if 30% or more of the homes on one side of the street are greater. Since the homes on this street are at a 30-foot setback, the requested variance is measured from the established setback line, rather than the minimum setback line.

8. Due to the reduced size of the carport, a variance to the side yard setback is no longer necessary, as the carport would be five (5) feet from the side property line.

9. The following variances are being requested:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Required</th>
<th>Provided (Variance)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Established Front Yard Setback</td>
<td>30 feet</td>
<td>28’-9” (-1’-3” variance)</td>
</tr>
<tr>
<td>Sec. 8.4.2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maximum height (per P&amp;Z)</td>
<td>14 feet</td>
<td>16 feet (peak height) (+ 2 foot variance from P&amp;Z recommendation)</td>
</tr>
<tr>
<td>(peak height of the house)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

10. Staff from Traffic and Transportation, Fire, Water Utilities, Inspections and CIP have reviewed the request and have made the following comments:

   a. The Inspections Department stated that if the applicant chooses to add brick around the columns, the applicant needs to use fire-retardant-treated wood if they use wood for the roofing material.

11. Since a carport could be built without any variances, staff does not find a hardship.

12. A total of 30 public notices were mailed. Staff received a petition with 22 signatures in support and one (1) response in opposition to this request. The opposition represents 4.33% of the land within 200 feet of the subject property. Since this is less than 20%, per state law a 3/4-vote is not required for approval.

**Staff Finding**

No unnecessary hardship is evident, and the site plan does not comply with the development standards outlined in Section 8.4.2 “Established Front Yard Setback” and Section 2.4.8 “Single-family Residential 6” of the Unified Development Code.
Ordinance - 2024-25-ZC - Considering a Zoning Change from R-6 "Single-Family Residential 6" to S-P-2 (P-O) "Generalized Site Plan - Professional Office" with a Variance to the Maximum Building Height - 2931 Conflans Road

Administrative Comments

1. The Planning and Zoning Commission recommended approval on March 4, 2024 by a vote of 7-0.

Commissioners in support: Skinner, Haacke, Vigliante, Denny, Lightfoot, Reyes, Sanguino

Commissioners in opposition: None

Commissioners absent: Prichard, Myrick

2. Owner: Irving ISD

Applicant: TNP, Inc.

3. The subject property is a 9.73-acre lot with an existing school (Barton Elementary). The applicant is requesting to rezone the property to S-P-2 (P-O) "Generalized Site Plan – Professional Office" with a variance to allow a maximum height of 45 feet.

4. Barton Elementary School was originally constructed in 1950. The Irving ISD 2023 Bond Election included funding for a new Barton Elementary School on the same property. Irving ISD anticipates having the new building completed by March 2026, followed by the demolition of the existing building and remaining site construction to be complete by September 2026.

5. The current R-6 “Single-family Residential 6" district allows a maximum height of 25 feet. The applicant has elected to rezone to the P-O “Professional Office” district which allows a maximum height of 35 feet. The applicant is seeking a variance to allow a maximum height of 45 feet. If the property ceases to operate as a school in the future, the P-O district allows small-scale professional and medical offices that would be compatible with the surrounding single-family neighborhood.

6. According to the applicant’s exhibits, a portion of the building on the north and west side will be two-stories (34.5 feet) with a minimum 45-foot setback from the adjacent residential property line. Additionally, two 10-foot tall “clerestories” are proposed on top of the building. A “clerestory” is a high section of wall that is an architectural feature that contains windows above eye-level. Its purpose is to allow light, fresh air, or both.

<table>
<thead>
<tr>
<th>Standard</th>
<th>Required</th>
<th>Provided (Variance)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Height Sec. 2.5.4 (e)(1)</td>
<td>35 feet</td>
<td>35 feet, plus an additional 10 feet (45 feet total) for one or more clerestories.</td>
</tr>
</tbody>
</table>
7. The first story of the building will be set back 25 feet from the nearest residential property line. **The second story will be set back at least 45 feet from the nearest residential property line.**

8. Staff from Traffic and Transportation, Fire, Water Utilities, and CIP have reviewed the request and have no objections to the zoning request. However, the following departments made informational comments:

   a. **Traffic and Transportation**: A Traffic Management Plan will need to be approved before The Traffic Department can support a building permit.

   b. **Fire Department**: Any building permit must comply with the provisions of the 2021 International Fire Code (Ord. 2023-10699), including:

      i. Sec. 501.4 Timing of Installation;
      
      ii. Sec. 503.4: Obstruction of fire apparatus access roads;
      
      iii. Sec. D105-1: Where required:
      
      iv. Sec. D105-2: Width; and
      
      v. Sec. D.103: Proximity to Building

9. The Irving ISD had a citizen design committee of 40 people working on this site specifically prior to the passage of the 2023 Bond Election.

10. Since there is a significant (minimum 45-ft.) setback of the 2nd floor from adjacent residential, and since the two clerestories will not allow people inside the building to see into the adjacent residential properties, staff can support this request.

11. A total of 79 public notices were mailed. Staff has received one (1) response in support and none in opposition to this request.

**Staff Recommendation**

The ordinance be adopted per the recommendation of the Planning and Zoning Commission
Ordinance - 2024-28-ZC - Considering a Zoning Change from S-P-1 "Detailed Site Plan" for Hotel Uses and S-P-1 (C-C) "Detailed Site Plan - Community Commercial" and Hotel Uses to S-P-2 (C-C) "Generalized Site Plan - Community Commercial" and Hotel Uses with Variances to the Hotel Development Standards - 4500 and 4700 Plaza Drive

Administrative Comments

1. The Planning and Zoning Commission recommended denial on March 4, 2024 by a vote of 7-0.
   Commissioners in support: Skinner, Haacke, Vigliante, Denny, Lightfoot, Reyes, Sanguino
   Commissioners in opposition: None
   Commissioners absent: Prichard, Myrick

2. Owner: Kriya Hotels
   Applicant/Agent: ADR Designs LLC

3. The subject property is a 2.69-acre tract that is currently developed with a hotel. The applicant is proposing to expand the existing hotel.

4. The subject property was recently replatted to combine two lots. The western portion of the new lot contains the existing hotel. The eastern 0.69-acre portion of the new lot is vacant.

5. In 2019, the eastern (vacant) portion of the property was rezoned S-P-1 (C-C) "Detailed Site Plan – Community Commercial" and Hotel uses. The previous owner originally intended to build a separate hotel. The current owner would now like to expand the existing hotel onto the eastern portion of the property. The applicant is requesting variances to permit a hotel as a use in the C-C zoning district, to the total number of required guest rooms, and to the total square footage of required meeting space.

6. The existing 4-story hotel contains 56,480 square feet and is proposing an expansion of 22,253 square feet for a total of 78,733 square feet. This is a 39% increase in the building area.

7. The expansion increases the number of rooms from 92 to 132 rooms. All existing rooms and proposed rooms will include a kitchenette and cater to extended stay customers or families who need a larger space.

8. The parking requirements for hotels have changed since the original hotel was approved and, while the hotel originally required a variance from the parking standards, the number of parking spaces provided with the expansion will be 149 spaces, exceeding the minimum requirement of 106 parking spaces.

9. The hotel was originally approved to have 1,300 square feet of meeting space, which was a variance to the requirement of 5,000 square feet. The meeting space requirement was not changed in 2022. The applicant is requesting an additional
variance to reduce the meeting space to 785 square feet.

10. The applicant maintains that due to the extended stay nature of the hotel and the increased use of online meetings, their need for physical meeting space has declined. However, they are proposing to expand their lobby to include more flex workspace as well as upgrading their audio/video capabilities for clients to work virtually when necessary.

11. The approved variances for the existing hotel approved in 2011, and the proposed variances for the expanded hotel are summarized below:

<table>
<thead>
<tr>
<th>Hotel Development Standards (Sec. 3.10)</th>
<th>Approved S-P-1 (2019)</th>
<th>Hotel Development Standards</th>
<th>Current Request (Variance)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Number of Rooms</td>
<td>92</td>
<td>200</td>
<td>132 (-68 rooms)</td>
</tr>
<tr>
<td></td>
<td>(- 108 room variance)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimum Size of Meeting Space</td>
<td>1,300 sq. ft.</td>
<td>5,000 sq. ft.</td>
<td>785 sq. ft. (-4,215 sq. ft.)</td>
</tr>
<tr>
<td></td>
<td>(- 3,700 sq. ft.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Required Parking</td>
<td>95 spaces (- 10 spaces)</td>
<td>105 (2019) 106 (2022)</td>
<td>149 spaces provided (No Variance Required)</td>
</tr>
<tr>
<td></td>
<td>0.7 spaces per room plus 1 space per 125 sq. ft. of meeting space</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

12. The development will comply with all other requirements of the C-C “Community Commercial” zoning district and the Hotel Development Standards.

13. Staff from Traffic and Transportation, Fire, Water Utilities, Inspections, and CIP have reviewed the request and indicated no objections to this zoning request.

14. Staff cannot support the further reduction in meeting space and cannot support any variances to existing hotels that do not bring the hotel into further compliance with Section 3.10 (Hotel Development Standards) as adopted by the City Council on April 21, 2022.

15. A total of 11 public notices were mailed. No responses have been received in support of or in opposition to this request.

16. On March 8, the applicant submitted a request for indefinite postponement. If granted by the City Council, the case will need to be re-advertised prior to any future public hearing.

**Staff Recommendation**

The ordinance be indefinitely postponed.
Ordinance - 2024-30-ZC - Considering a Zoning Change from M-FW "Freeway" and State Highway 183 Overlay to S-P-2 (FWY) "Generalized Site Plan - Freeway" and Hotel Uses and State Highway 183 Overlay with a Variance to the Minimum Lot Width - 4235 W. Airport Freeway

Administrative Comments

1. The Planning and Zoning Commission recommended approval on March 4, 2024 by a vote of 7-0.

   Commissioners in support: Skinner, Haacke, Vigliante, Denny, Lightfoot, Reyes, Sanguino

   Commissioners in opposition: None

   Commissioners absent: Prichard, Myrick

2. Owners: Judy Hahn and DFW Airport Hospitality

   Applicant/Agent: JDJR Engineers & Consultants, Inc.

3. The subject property is a 3.11-acre tract that is currently developed with a hotel. The applicant is requesting a zoning change to allow a reduction to the minimum lot width to facilitate the subdivision of the property and maintain the existing hotel use and structure.

4. The northern portion of the lot contains a hotel constructed in 1995, prior to any specific hotel development standards. The southern portion of the lot has remained undeveloped.

5. An applicant recently applied for a building permit for a bank on the southern portion of the lot. Staff discovered that the property was conveyed in 2003 and later in 2022 by metes-and-bounds and did not complete the replating process per state law. No permits can be issued until the lot is legally platted.

6. Additionally, staff discovered that the property had been divided by sale in a way that did not meet the City’s minimum lot width requirements. A 0.86-acre portion of the site with frontage on the State Highway 183 access road was sold, leaving the north portion of the site (with the hotel) having its only access from two “flag” strips that are approximately 32 feet wide. The M-FW district requires a minimum lot width of 80 feet; therefore, a variance is needed for the minimum lot width so that the property can be subdivided. The site plan references the proposed lots in the configuration that they are intended to be replatted.

7. The existing hotel was constructed in the now-repealed M-FW district and prior to the adoption of the City’s Hotel Development standards that went into effect in 2011. At that time, hotels were permitted in the M-FW district. Since the M-FW district is repealed, no new zoning case can use M-FW as a base district, and the closest current alternative is the FWY “Freeway” district.
8. Since the FWY district does not include hotels as permitted use, a variance is needed to allow the hotel to continue to operate as it was originally approved. A note has also been added that states the Hotel Development Standards will only apply upon renovation or reconstruction as specified in Sec. 3.10.1 “Applicability”.

9. The required variances are summarized below:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Required</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allowable Uses Sec. 2.5.12 (a)</td>
<td>Hotel is not a permitted use</td>
<td>Hotel is a permitted use; Hotel Development Standards will only apply with renovation or reconstruction</td>
</tr>
<tr>
<td>Minimum Lot Width Sec. 2.5.12 (d)(4)</td>
<td>80 feet</td>
<td>31 feet</td>
</tr>
</tbody>
</table>

10. Any new development will comply with all other requirements of the FWY “Freeway” zoning district and the State Highway 183 Overlay.

11. Staff from Traffic and Transportation, Fire, Water Utilities, Inspections, and CIP have reviewed the request and indicated no objections to this zoning request.

12. Since the hotel has been operating for many years and is not changing at this time, and since the hotel will still have to comply with the current Hotel Development Standards if the property is redeveloped, staff can support this request.

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

**Staff Recommendation**

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

57 Ordinance - 2024-61-CP - Considering a Comprehensive Plan Amendment Changing the Future Land Use Category from "Regional Commercial" to "Industrial" - 3100 E. John Carpenter Freeway

**Administrative Comments**

1. The Planning and Zoning Commission recommended approval on February 5, 2024 by a vote of 7-0.

   Commissioners in support: Skinner, Haacke, Vigliante, Denny, Lightfoot, Reyes,
2. Owner: Barnes Investment Group LLC  
   Applicant: JDJR Engineers & Consultants, Inc.

3. The subject property is a 1.91-acre tract. The Imagine Irving Comprehensive Plan Future Land Use Map recommends **Regional Commercial** uses for the subject property. The **Regional Commercial** land use category is described as an "Auto-oriented district for larger scale retail, office and commercial uses. This area provides destination services to multiple neighborhoods and the region and is dependent on automobile or transit rather than pedestrian access. It is generally appropriate for placement along major arterial roads and freeways." This future land use category was chosen to support the including of the frontage properties within the PUD 6 zoning district.

4. In conjunction with the companion zoning case (2024-60-ZC), the applicant seeks to change the future land use to **Industrial**, being described as an "Industrial and manufacturing [area] including accessory outside storage. Supportive commercial uses may be present." The companion zoning case seeks to rezone the property to allow commercial diesel truck repair uses.

5. The property is located at 3100 E. John Carpenter Freeway, classified as "Freeway/Expressway" on the Master Thoroughfare Plan. The subject property is vacant except for a billboard sign on the northeastern section of the property.

6. Trailer rental, storage, and heavy equipment sales uses surround the property. Property to the east and south are designated as "Industrial" on the Future Land Use Map.

7. The reasoning for including Flex-Work Tracts B and C was to encompass existing uses around PUD 6. Since this area is viewed as the gateway into Irving, surrounding properties were deemed important to include for the synergy of PUD 6. However, this property is disconnected from the main body of PUD 6 due to SH 183/SH 114 and lacks an underpass, making it unlikely to benefit from the synergy of future developments.

8. If an area that is designated and/or developed as non-residential desires to transition to a different non-residential use, the City of Irving should require the following:
   a. If new construction, the development conforms to new use standards and concepts.
   b. The area meets all compatibility standards for adjacent uses.
   c. The rezoning does not cause any negative impacts on adjacent uses.
Staff believes the request meets the above criteria.

9. Since nonresidential industrial uses surround the property and the area is cut off from the activity expected within PUD 6, staff can support the proposed change to the future land use map; furthermore, staff intends to re-evaluate the surrounding area for its appropriate future land uses in 2024.

10. A total of 7 public notices were mailed. No responses have been received in support of or in opposition to this request.

**Staff Recommendation**

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

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**Administrative Comments**

1. The Planning and Zoning Commission recommended **approval** on March 4, 2024 by a vote of 7-0.

   **Commissioners in support:** Skinner, Haacke, Vigliante, Denny, Lightfoot, Reyes, Sanguino

   **Commissioners in opposition:** None

   **Commissioner absent:** Prichard, Myrick

2. **Owner:** Barnes Investment Group LLC

   **Applicant:** JDJR Engineers & Consultants, Inc.

3. The subject property is a 1.91-acre vacant tract. The applicant is requesting a zoning change to allow ML-20 "Light Industrial 20" uses on Tract 1 and C-OU-2 "Commercial Outdoor 2" uses on Tract 2 for the construction of a diesel repair building on Tract 1.

4. The property is presently zoned PUD 6 “Planned Unit Development #6” for C-OU-2 "Commercial Outdoor 2" uses. However, the proposed use of the property is not permitted under the current development plan for C-OU-2 uses.

5. The property is located on the southeastern edge of Area “C” in PUD 6. This area of PUD 6 was always intended to be “flex-work” and heavier commercial uses. However, as the property is divided from the rest of PUD 6 by SH 114/SH 183 with no simple connection, Staff does not see a benefit to keeping this property in the
PUD. Therefore, rezoning out of PUD 6 to allow for the proposed use, in alignment with the surrounding industrial zoning and uses, is recommended.

6. Since this request for ML-20 “Light Industrial 20” district on Tract 1 and C-OU-2 “Commercial Outdoor 2” district on Tract 2 does not include any variances, a site plan is not required. All development will comply with the ML-20 and C-OU-2 district requirements, along with any other applicable standards.

7. The owner seeks approval to construct a commercial truck repair facility on Tract 1. The owner intends to retain Tract 2, which has an existing digital billboard.

8. A companion case 2024-61-CP was prepared with this rezoning request. The current future land use designation is “Regional Commercial” which does not permit ML-20 zoning district uses. As noted in the staff memo for 2024-61-CP, staff intends to re-evaluate the surrounding area for its appropriate future land uses in 2024.

9. Staff from Traffic and Transportation, Fire, Water Utilities, and CIP have reviewed the request and made the following informational comments:

   a. The CIP Department stated a drainage and grading plan must be approved by CIP before a building permit.

   b. The Fire Department stated the fire department will require access to proposed lot 4R2 (Tract 2). Fire department access that crosses lot lines shall be contained in an easement and documented by plat or separate instrument.

   c. The Traffic Department stated access to proposed lot 4R2 (Tract 2) must come via a shared access easement with proposed lot 4R1. Driveway access will be from Recognition Point Drive.

   d. The Water Utilities Department stated approved civil plans showing extension of public utilities to proposed lot 4R2 (Tract 2) will be required prior to approval of any plat.

10. Due to the separation of this area by the highway from the majority and intended future activity of the PUD 6 area, Staff supports the future land use change in 2024-61-CP and the rezoning to allow light industrial uses. Since the applicant is not requesting any variances from the ML-20 “Light Industrial” and C-OU-2 “Commercial Outdoor 2” zoning districts, and since several surrounding properties are also zoned ML-20 and C-OU-2, staff can support this request.

11. A total of 7 public notices were mailed. No responses have been received in support of or in opposition to this request.

Staff Recommendation

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

Resolution - Appointments to the Building and Standards Commission and the Housing and Human Services Board

Administrative Comments

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

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

3. The positions under consideration include appointments to the Building and Standards Commission and the Housing and Human Services Board.

4. The City Council conducted interviews for various vacancies on September 25, 26, 27, 2023 and October 2 and 3, 2023.

Recommendation

The resolution be approved.

Mayor’s Report

Adjournment
AGENDA ITEM SUMMARY – PUBLIC INPUT HEARING

Meeting: 3/21/2024
Recommendation Department: Planning

DOC ID: 14290

Public Hearing -- Public Hearing on Adoption of Impact Fees

DISCUSSION:

Administrative Comments

1. This item has been recommended by the Water, Traffic and Transportation, Capital Improvement Program, and Planning Departments and supports Future in Focus: Infrastructure Investment; Support strategic investment in city facilities.

2. The Capital Improvements Advisory Committee (CIAC) received a presentation and reviewed the Land Use Assumptions (LUA) on January 10, 2023 and received a presentation and reviewed the water, wastewater, roads, and storm water Capital Improvements Plans (CIPs) on June 13, 2023. The CIAC voted to recommend approval of the plans as presented on June 13, 2023.

3. The first public hearing regarding the LUAs and CIPs was held on August 3, 2023, on which date the LUAs and CIPs were adopted.

4. The CIAC received a detailed discussion regarding the impact fee calculations on November 7, 2023. The Committee forwarded a recommendation that the City Council adopt the Technical Calculations by a vote of 6-0.

5. The City Council received a presentation on November 9, 2023, regarding the impact fee calculations, which was continued at a discussion at the Planning and Development Committee on December 7. The draft ordinance was presented to the City Council at the January 25, 2024 meeting for review and comment. The City Council further discussed policy items on February 22, 2024.

6. This is the second of two public hearings as required by Chapter 395 of the Local Government Code in the process of possible adoption of impact fees. The hearing will provide the opportunity for the public to comment on the proposed impact fee calculations and collection policy. Notice was published in the Rambler on February 17, 2024, greater than 30 days prior to this public hearing.

7. A report from the CIAC to the City Council was provided on March 8, 2024, greater than 5 days prior to the hearing as required per state statute.

8. The City Council will be asked to consider adoption of a maximum impact fee per service unit and a collection rate for impact fees on April 11, 2024. The City Council must approve or deny the implementation of impact fees within 30 days from the public hearing date.

9. Information provided to the CIAC and City Council, including the introductory presentation, the LUA and CIP reports and meeting packets, and final impact fee report, are posted and maintained on the city’s website and available for public review and are available for review in the Planning Department. https://www.cityofirving.org/4079/Impact-Fee-Capital-Improvement-Advisory-
**Recommendation**

The action will be to close the public hearing.

**ATTACHMENTS:**

Irving CIAC 2023 Recommendation to City Council FINAL JC signed (PDF)

**REVISION INFORMATION:**

Prepared: 12/15/2023 05:08 PM by Jocelyn Murphy
Last Updated: 3/15/2024 09:52 AM by Jennifer Avalon DeCurtis
TO: The City of Irving Mayor and City Council
FROM: Juan Carlos "J.C." Gonzalez, Chairman, Capital Improvements Advisory Committee (CIAC)
DATE: February 5, 2024
SUBJECT: CIAC Recommendation – Water, Wastewater, Roadway and Drainage Capital Recovery Fee Program and Collection Rate

In accordance with Texas Local Government Code, the Irving Capital Improvement Advisory Committee (CIAC), which consists of seven members of the Irving community, has been conducting meetings with City staff and the City’s consultants for the development of a potential impact fee program for roads, water, wastewater, and storm water drainage systems in Irving, Texas.

The below activities have taken place by the Capital Improvements Advisory Committee in support of the preparation of the Impact Fee Report:

- Received an overview of the impact fee process and expectations on November 17, 2022
- Received a presentation and reviewed the Land Use Assumptions (LUA) that forecasts population and employment growth over the 10-year period of 2023 to 2033 on January 10, 2023. After discussion, the CIAC recommended that the City Council approve these items as submitted.
- Received a presentation, reviewed and recommended for approval the Water, Wastewater, Roadway, and Drainage Capital Improvements Plans (CIPs) on June 13, 2023. After discussion, the CIAC recommended that the City Council approve these items as submitted.

The City Council held the first public hearing on August 3, 2023 and took action to adopt the Land Use Assumptions and Water, Wastewater, Roadway, and Drainage Capital Improvements Plans on August 3, 2023.

The CIAC received a presentation on November 7, 2023 regarding the actual costs attributable to the expected growth in a 10-year period, the total eligible costs, and the maximum allowable fee with and without credit for each infrastructure component. Discussion was held regarding how these costs may be apportioned to the applicable service units for residential and nonresidential uses and resulting options for the cost per service unit calculations for determining impact fees.
The Capital Improvements Advisory Committee recommends the following:

- Concurrence with the technically derived resultant cost per service unit calculated for each of the infrastructure components.

The CIAC believes that implementation of impact fees could assist the city in the development and implementation of specific capital improvements over the long-term.

The following represents the calculated maximum collection rate for the potential impact fee program:

<table>
<thead>
<tr>
<th></th>
<th>Maximum Credited Cost (Per Service Unit) *</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>WATER</strong></td>
<td></td>
</tr>
<tr>
<td>City-Wide Service Area</td>
<td>$ 2,756.00</td>
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<tr>
<td></td>
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<tr>
<td><strong>WASTEWATER</strong></td>
<td></td>
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<tr>
<td>City-Wide Service Area</td>
<td>$ 1,862.00</td>
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<td></td>
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<tr>
<td><strong>ROADWAY</strong></td>
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<tr>
<td>Service Area</td>
<td></td>
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<tr>
<td>1</td>
<td>$ 688.00</td>
</tr>
<tr>
<td>2</td>
<td>$ 1,510.00</td>
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<tr>
<td>3</td>
<td>$ 146.00</td>
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<tr>
<td>4</td>
<td>$ 1,419.00</td>
</tr>
<tr>
<td>5</td>
<td>$ 6,609.00</td>
</tr>
<tr>
<td><strong>DRAINAGE</strong></td>
<td></td>
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<tr>
<td>Limited Service Area in Heritage District</td>
<td>$ 0.85</td>
</tr>
</tbody>
</table>

*Base service units by infrastructure type: Roadway-vehicle-mile, Water- 5/8" meter, Wastewater – 5/8" meter, and Drainage-per square foot of impervious surface

The CIAC came to these conclusions after much deliberation and consideration of the cost of needed infrastructure to address continued growth of the city.
Should the City Council determine impact fees are an appropriate funding mechanism in Irving, the CIAC recommends that the City Council consider the technically derived resultant cost per service unit calculated for each of the infrastructure components in determining appropriate impact fee charges for future development in the City of Irving.

Respectfully,

Juan Carlos "J.C." Gonzalez
Chairman, Capital Improvements Advisory Committee

Irving Capital Improvements Advisory Committee 2022-2023

Juan Carlos "J.C." Gonzalez
Michael Randall, Vice Chair
John Fitzmaurice Boyle
Debbie Haacke
Ana Ibanez
Ricky Ray Lightfoot, Jr.
Rajan Patel
DRAFT MINUTES
Irving City Council Work Session
Thursday, February 22, 2024 at 1:00 PM
City Hall, First Floor, Council Conference Room
825 West Irving Boulevard, Irving, TX 75060

The Irving City Council met in work session on February 22, 2024 at approximately 1:13 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>
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<td>Irving City Council</td>
<td>Councilman</td>
<td>Absent</td>
<td></td>
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<tr>
<td>Brad M. LaMorgese</td>
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<td>Present</td>
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</tr>
</tbody>
</table>

DISCUSSION TOPIC

2 Citizen Comments on Items Listed on the Agenda

The following individuals signed up to speak at this meeting:
Gavin Grubbs, 915 Hadrian St., Irving, TX – regular agenda item #22

3 City Operations Update

Mayor Stopfer presented a proclamation for Government Communicators Day to the Communications Department staff.

4 Feasibility Study Review of Mustang Park Multi-Generational Community Recreation and Aquatic Center and Senter Park Indoor Aquatic Center

Gene Moulden, CIP Planning Administrator, introduced Steven Springs, Brinkley Sargent Wiginton Architects – Mr. Springs presented the findings of the feasibility study for the Mustang Park Multi-Generational Community Recreation and Aquatic Center, and Senter Park Indoor Aquatic Center. The study included a needs assessment, SWOT analysis, community engagement, market analysis, space concepts, conceptual drawings, project budget and schedule, and a five-year operational projection for both facilities.

Chris Hillman, City Manager, outlined the plan to budget for operational costs.

Council and staff discussed potential use of the existing Mustang Recreation Center building and traffic access to Olympus Blvd. Regarding Senter Park Indoor Aquatic Center, Council and staff discussed possible programming for the pool and how it may positively increase usage of the rest of the facility.
Council recessed at approximately 2:55 p.m.

Council reconvened at approximately 3:12 p.m.

5 Review of Regular Agenda

CONSENT AGENDA

4 Ordinance -- Amending Ordinance No. 2023-10795 Providing Budget Adjustment #4 to the 2023-24 Fiscal Year Budget

Shannon Phillips, Budget Manager, detailed the proposed budget amendments.

ZONING CASES AND COMPANION ITEMS

22 Ordinance -- ZC23-0064 - Considering a Zoning Change from R-6 "Single-Family Residential 6" to S-P-2 (R-6) "Generalized Site Plan - Single-Family Residential 6" for an Accessory Dwelling Unit with a Variance to the Minimum Side Yard Setback - 915 Hadrian Street (Postponed Indefinitely from December 7, 2023)

Jocelyn Murphy, Planning Director, presented the applicant’s request, noting staff recommends denial.

23 Ordinance -- 2023-77-ZC - Considering a Zoning Change from S-P-2 (R-6) "Generalized Site Plan - Single-Family Residential 6" to S-P-2 (R-6) "Generalized Site Plan - Single-Family Residential 6" with a Variance to Allow a House to Encroach into the Required Rear Yard Setback and to Allow a Maximum Lot Coverage for Buildings, Driveways and Parking to be 65% - 4604 Biruni Street (Postponed from December 7, 2023)

Jocelyn Murphy, Planning Director, presented the applicant’s request, noting staff finds no undue hardship.

24 Ordinance -- 2023-104-SFP - Considering a Special Fence Project Plan to Allow a Variance to Chapter 15 of the Land Development Code to Allow an Eight-Foot Tall Metal Fence on Residentially Zoned Property - 2013 Spanish Trail

Jocelyn Murphy, Planning Director, presented the applicant’s request, noting staff finds the request does not comply with the development standards and variance criteria set forth in Sections 15-6 and 15-17 of the Fence Ordinance.

25 Ordinance -- 2023-111-ZC - Considering a Zoning Change from R-6 "Single-Family Residential 6" to S-P-2 (R-6) "Generalized Site Plan – Single-Family Residential 6" with a Variance to the Minimum Lot Width - 408 S. Story Road (Postponed from January 25, 2024)

Jocelyn Murphy, Planning Director, presented the applicant’s request, noting staff finds no undue hardship.
26 Ordinance -- 2023-112-ZC - Considering a Zoning Change from S-P-2 (R-7.5) "Generalized Site Plan - Single-Family Residential 7.5" to S-P-2 (R-7.5) "Generalized Site Plan – Single-Family Residential 7.5" with Variances to the Maximum Height, and Front Setbacks Along Hancock Road and State Highway 183 - 2431 Hancock Street (Postponed from January 25, 2024)

Jocelyn Murphy, Planning Director, presented the applicant’s request, noting staff finds an undue hardship exists.

27 Ordinance -- 2023-117-SFP - Considering a Special Fence Project Plan to Allow a Variance to Chapter 15 of the Land Development Code to Allow a Six-Foot Wood Fence on the Side Yard Property Line of a Corner Lot - 824 Edith Street

Jocelyn Murphy, Planning Director, presented the applicant’s request, noting staff finds the request does not comply with the development standards and variance criteria set forth in Sections 15-6 and 15-17 of the Fence Ordinance.

28 Ordinance -- 2024-17-CP - Considering a Comprehensive Plan Amendment Changing the Future Land Use Category from "Local Commercial" to "Regional Commercial" - 1144 E. Irving Boulevard and 113 Glenmore Street

Jocelyn Murphy, Planning Director, presented the applicant’s request, noting staff recommends approval per the Planning and Zoning Commission.

29 Ordinance -- 2023-134-ZC - Considering a Zoning Change from R-3.5 “Single-Family Residential 3.5” and S-P-1 (C-OU-2) “Detailed Site Plan – Commercial Outdoor 2” to S-P-1 (C-OU-2) “Detailed Site Plan – Commercial Outdoor 2” with a Variance to the Front Landscape Buffer Along E. Irving Boulevard - 1144 E. Irving Blvd. and 113 Glenmore Street

Jocelyn Murphy, Planning Director, presented the applicant’s request, noting staff recommends approval per the Planning and Zoning Commission.

30 Ordinance -- 2023-140-ZC - Considering a Zoning Change from R-6 "Single-Family Residential 6" to S-P-2 (R-6) "Generalized Site Plan – Single-Family Residential 6" with Variances to the Minimum Lot Size and Lot Width - 1016 Iowa Street

Jocelyn Murphy, Planning Director, presented the applicant’s request, noting staff finds no undue hardship. The opposition represents 47.47% of the land within 200 feet of the subject property. Since this is greater than 20%, a ¾-vote is required for approval.

31 Ordinance -- 2023-141-ZC - Considering a Zoning Change from R-MF "Multifamily" and R-6 "Single-Family Residential 6" to S-P-2 (R-6) "Generalized Site Plan – Single-Family Residential 6" with a Variance to the Maximum Height - 3211 W. Pioneer Drive
Jocelyn Murphy, Planning Director, presented the applicant’s request, noting staff finds no undue hardship.

**Ordinance -- 2023-142-ZC** - Considering a Zoning Change from C-C "Community Commercial" to S-P-1 (C-C) "Detailed Site Plan – Community Commercial" and Automated Car Wash with a Variance to the Minimum Side Yard Setback - 3997 N. Belt Line Road

Jocelyn Murphy, Planning Director, presented the applicant’s request, noting staff recommends approval per the Planning and Zoning Commission.

**Ordinance -- 2023-144-ZC** - Considering a Zoning Change from R-6 "Single-Family Residential 6" to S-P-2 (R-6) "Generalized Site Plan – Single-Family Residential 6" for an Accessory Dwelling Unit - 2633 DeWitt Street

Jocelyn Murphy, Planning Director, presented the applicant’s request, noting staff recommends denial per the Planning and Zoning Commission.

**Ordinance -- 2023-145-ZC** - Considering a Zoning Change from S-P-1 (C-C) "Detailed Site Plan - Community Commercial" and Car Wash Uses to S-P-1 (C-C) "Detailed Site Plan – Community Commercial" and Car Wash Uses with a Variance to the Side Yard Setback - 1650 Market Place Boulevard

Jocelyn Murphy, Planning Director, presented the applicant’s request, noting staff recommends approval per the Planning and Zoning Commission.


Jocelyn Murphy, Planning Director, presented the applicant’s request, noting staff recommends approval per the Planning and Zoning Commission.

**Ordinance -- 2023-147-ZC** - Considering a Zoning Change from R-7.5 "Single-Family Residential 7.5" to S-P-2 (R-7.5) "Generalized Site Plan – Single-Family Residential 7.5" with Variances to the Minimum Lot Width and Lot Area - 1638 W. Shady Grove Road

Jocelyn Murphy, Planning Director, presented the applicant’s request, noting staff finds no undue hardship. Staff received five responses in support and 45 responses in opposition to this request. The opposition represents 33.45% of the land within 200 feet of the subject property. Since this is more than 20%, a ¾-vote is required for approval.
Ordinance -- 2024-12-ZC - Considering a Zoning Change from R-6 "Single-Family Residential 6" to S-P-2 (R-6) "Generalized Site Plan – Single-Family Residential 6" Allow the Parking of Commercial Vehicles on a Residential Lot and a Variance for an 8-Foot Solid Screening Fence Within the Front Yard Setback - 2723 Grove Street

Jocelyn Murphy, Planning Director, presented the applicant’s request, noting staff recommends denial per the Planning and Zoning Commission.

6 Discussion on Impact Fee Ordinance Policies

Philip Sanders, Assistant City Manager, outlined the proposed impact fee ordinance policies and how it would affect future development within the City.

7 Irving Ethics Code Review

Kuruvilla Oommen, City Attorney, reviewed the City’s current Ethics Code with the City Council.

Council and staff discussed the current enforcement mechanism and lobbyist registration.

8 Library Collection Discussion

This item was not discussed at this meeting.

Council adjourned at approximately 5:35 p.m.

Richard H. Stopfer, Mayor

ATTEST:

Shanae Jennings, TRMC
City Secretary/Chief Compliance Officer
The City Council met in regular session in the Council Chambers of the City Hall Complex on Thursday, February 22, 2024 at approximately 7:00 p.m. The following members were present / absent:

<table>
<thead>
<tr>
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<td>Councilman</td>
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**ORGANIZATIONAL SERVICE ANNOUNCEMENTS**

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

**INVOCATION**

The invocation was delivered Reverend Ernesto Esqueda, St. Luke Catholic Church, Irving, Texas.

**PLEDGE OF ALLEGIANCE**

The pledge of allegiance was led by Councilman Kyle Taylor.

**PROCLAMATIONS**

There were no proclamations at tonight’s meeting.

**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.
Sara Naaz, 4408 Al Razi St., Irving, TX – Thank you city council on behalf of Marvels of Irving Robotics team for recognition.

Samar Taylor, 13900 Gallant Fox Ct., Roanoke, TX – Pass a ceasefire resolution.

Ramzi Qamhieh, 3021 W. Rochelle Rd., Irving, TX – Pass a ceasefire resolution.

Syed Quadi, 236 Simmons Dr., Coppell, TX – Thank you to the Mayor, City Manager and Police Department.

Fadya Risheq, 4436 Zahir Ct., Irving, TX – Pass a ceasefire resolution.

CITY COUNCIL AGENDA

1 City Operations Update

There was no operations update at tonight’s meeting.

CONSENT AGENDA

Motioned by Councilman Zapanta, seconded by Councilman LaMorgese to approve consent agenda items 2-20.

Motion approved 9-0.

2 Approving Minutes for Thursday, February 08, 2024

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Al Zapanta, Councilman
SECONDER: Brad M. LaMorgese, Councilman
AYES: Stopfer, Bloch, LaMorgese, Khabeer, Riddle, Cronenwett, Zapanta, Taylor, Webb

3 Approving Minutes for Thursday, February 08, 2024

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Al Zapanta, Councilman
SECONDER: Brad M. LaMorgese, Councilman
AYES: Stopfer, Bloch, LaMorgese, Khabeer, Riddle, Cronenwett, Zapanta, Taylor, Webb
4 Ordinance No. ORD-2024-10871 -- Amending Ordinance No. 2023-10795 Providing Budget Adjustment #4 to the 2023-24 Fiscal Year Budget

RESULT: ADOPTED [UNANIMOUS]
MOVER: Al Zapanta, Councilman
SECONDER: Brad M. LaMorgese, Councilman
AYES: Stopfer, Bloch, LaMorgese, Khabeer, Riddle, Cronenwett, Zapanta, Taylor, Webb

5 Resolution No. RES-2024-77 -- Approving a Regional Asset Transfer Addendum to the Local Administrative Agreement Between the City of Irving and the City of North Richland Hills for the Purpose of the Transfer of Asset(S) to Assist the North Texas Anti-Gang Center Task Force.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Al Zapanta, Councilman
SECONDER: Brad M. LaMorgese, Councilman
AYES: Stopfer, Bloch, LaMorgese, Khabeer, Riddle, Cronenwett, Zapanta, Taylor, Webb

6 Resolution No. RES-2024-78 -- Approving an Amended Addendum No. 1 to the Data Use Agreement Included in the Fiscal Year 2023-2024 Contract Between the City of Irving and Dallas Area Agency on Aging (DAAA) for Reimbursement of Expenses Related to the Congregate Meal Program Provided at Heritage Senior Center

RESULT: ADOPTED [UNANIMOUS]
MOVER: Al Zapanta, Councilman
SECONDER: Brad M. LaMorgese, Councilman
AYES: Stopfer, Bloch, LaMorgese, Khabeer, Riddle, Cronenwett, Zapanta, Taylor, Webb
7 Resolution No. RES-2024-79 -- Approving a Professional Services Agreement Between the City of Irving and Brinkley Sargent Wiginton Architects, Inc., in the Amount of $2,251,472.00 for Design Services of the Senter Park Indoor Aquatic Facility Project

RESULT: ADOPTED [UNANIMOUS]
MOVER: Al Zapanta, Councilman
SECONDER: Brad M. LaMorgese, Councilman
AYES: Stopfer, Bloch, LaMorgese, Khabeer, Riddle, Cronenwett, Zapanta, Taylor, Webb

8 Resolution No. RES-2024-80 -- Approving a Professional Services Agreement Between the City of Irving and Oxley Williams Tharp Architects, PLLC, in the Amount of $4,695,250.00, for ARPA Funded Architectural Design Services for the Mustang Park Multi-Generational Community Recreation and Aquatics Center and Indoor Aquatic Facility

RESULT: ADOPTED [UNANIMOUS]
MOVER: Al Zapanta, Councilman
SECONDER: Brad M. LaMorgese, Councilman
AYES: Stopfer, Bloch, LaMorgese, Khabeer, Riddle, Cronenwett, Zapanta, Taylor, Webb

9 Resolution No. RES-2024-81 -- Awarding a Contract to PJM Construction dba Foam Works, in an Amount not to exceed $288,000.00 for the ARPA Funded Geofoam Concrete Leveling Services at City Facilities

RESULT: ADOPTED [UNANIMOUS]
MOVER: Al Zapanta, Councilman
SECONDER: Brad M. LaMorgese, Councilman
AYES: Stopfer, Bloch, LaMorgese, Khabeer, Riddle, Cronenwett, Zapanta, Taylor, Webb
<table>
<thead>
<tr>
<th>Resolution No. RES-2024-82</th>
<th>Awarding a Contract to V.L.I., Inc. Dba Urban Landscaping &amp; Irrigation in the Amount of $217,414.00 for the American Rescue Plan Act (ARPA) Funded Cricket Fields Irrigation Project</th>
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</thead>
<tbody>
<tr>
<td>RESULT:</td>
<td>ADOPTED [UNANIMOUS]</td>
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<tr>
<th>Resolution No. RES-2024-83</th>
<th>Approving the Season Seat Agreement Between the City of Irving on Behalf of the Irving Convention and Visitors Bureau and Live Nation Marketing, Inc. for the Purchase of Seats at the Pavilion at the Toyota Music Factory</th>
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</thead>
<tbody>
<tr>
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</tbody>
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<tr>
<th>Resolution No. RES-2024-84</th>
<th>Authorizing As-Needed Expenditures with Staples Contract &amp; Commercial, Inc., in the Total Estimated Amount of $200,000.00 for Office Supplies through Sourcewell</th>
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<tbody>
<tr>
<td>RESULT:</td>
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<td>AYES:</td>
<td>Stopfer, Bloch, LaMorgese, Khabeer, Riddle, Cronenwett, Zapanta, Taylor, Webb</td>
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</table>
13 Resolution No. RES-2024-85 -- Approving Amendment No. 3 to the Professional Services Agreement between the City of Irving and Avenu Insights & Analytics, LLC, for the Renewal of Sales Tax Compliance, Monitoring, Forecasting, and Reporting Services

RESULT: ADOPTED [UNANIMOUS]
MOVER: Al Zapanta, Councilman
SECONDER: Brad M. LaMorgese, Councilman
AYES: Stopfer, Bloch, LaMorgese, Khabeer, Riddle, Cronenwett, Zapanta, Taylor, Webb

14 Resolution No. RES-2024-86 -- Approving and Accepting the Bid of Comprehensive Communications Services, LLC in the Total Amount of $86,791.24 for Surveillance Trailers

RESULT: ADOPTED [UNANIMOUS]
MOVER: Al Zapanta, Councilman
SECONDER: Brad M. LaMorgese, Councilman
AYES: Stopfer, Bloch, LaMorgese, Khabeer, Riddle, Cronenwett, Zapanta, Taylor, Webb

15 Resolution No. RES-2024-87 -- Awarding an Annual Contract to SLM Landscaping & Maintenance in the Total Estimated Amount of $229,859.00 for Mowing & Litter Control on City Rights of Way and Public Properties

RESULT: ADOPTED [UNANIMOUS]
MOVER: Al Zapanta, Councilman
SECONDER: Brad M. LaMorgese, Councilman
AYES: Stopfer, Bloch, LaMorgese, Khabeer, Riddle, Cronenwett, Zapanta, Taylor, Webb

16 Resolution No. RES-2024-88 -- Approving Additional Spending in the Total Estimated Amount of $250,000.00 for the Remainder of the Current Spending Term and Authorizing Expenditures in the Total Estimated Amount of $900,000.00 for the Upcoming Annual Spending Term with Mart, Inc., for Minor Construction, Repair, and Renovations Services through the Interlocal Purchasing System (TIPS) Program Administered by the Region VII Education Service Center
### Resolution No. RES-2024-89
Renewing the Annual Contract with Midway Press, Ltd., in the Total Estimated Amount of $115,356.80 for Printing of Resident Newspaper

RESULT: **ADOPTED [UNANIMOUS]**

| MOVER:          | Al Zapanta, Councilman |
| SECONDER:       | Brad M. LaMorgese, Councilman |
| AYES:           | Stopfer, Bloch, LaMorgese, Khabeer, Riddle, Cronenwett, Zapanta, Taylor, Webb |

### Resolution No. RES-2024-90
Renewing the Annual Contract with DPC Industries, Inc., dba Petra Chemical Company, LLC in the Total Estimated Amount of $153,000.00 for Potable Water Disinfectant

RESULT: **ADOPTED [UNANIMOUS]**

| MOVER:          | Al Zapanta, Councilman |
| SECONDER:       | Brad M. LaMorgese, Councilman |
| AYES:           | Stopfer, Bloch, LaMorgese, Khabeer, Riddle, Cronenwett, Zapanta, Taylor, Webb |

### Resolution No. RES-2024-91
Renewing the Annual Contract with Hach Company in the Total Estimated Amount of $105,000.00 for Compliance Sampling Chemicals and Testing Instruments for Water Utilities

RESULT: **ADOPTED [UNANIMOUS]**

| MOVER:          | Al Zapanta, Councilman |
| SECONDER:       | Brad M. LaMorgese, Councilman |
| AYES:           | Stopfer, Bloch, LaMorgese, Khabeer, Riddle, Cronenwett, Zapanta, Taylor, Webb |
Resolution No. RES-2024-92 -- Renewing the Annual Contract with George McKenna Electrical Contractors, LLC, in the Total Estimated Amount of $100,000.00 for Electrical Services for Water Utilities

RESULT: ADOPTED [UNANIMOUS]
MOVER: Al Zapanta, Councilman
SECONDER: Brad M. LaMorgese, Councilman
AYES: Stopfer, Bloch, LaMorgese, Khaibee, Riddle, Cronenwett, Zapanta, Taylor, Webb

INDIVIDUAL CONSIDERATION

Resolution No. RES-2024-93 -- Consider a Request by Palladium, for Local Support for an Application to the Texas Department of Housing and Community Affairs to Develop Affordable Housing at 8000 Walton Blvd

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

The following individual(s) signed up in support of this item but did not want to speak:
Alex Knutson, 1777 N. Record St. Apt 5104, Dallas, TX
Mohamed Barbela, 3252 Horseshoe, Grapevine, TX
Muresh R. Patel, 1912 Britain Rd., Irving, TX
Mike Patel, 8000 Walton Blvd, Irving, TX
Ray Patel, 4810 F.C.P., Arlington, TX
Naunit Patel, 4505 Dalwood Ct., Irving, TX
Harish Patel, 400 Bent Tree Ct., Irving, TX

The following individual(s) signed up to speak in support of this item:
Kim Parker, 13455 Noel Rd., Dallas, TX
Ann Lott, Inclusive Communities Project, 3301 Elm Street, Dallas, TX
Elizabeth Deitchman, 13355 Noel Rd., Suite 1100, Dallas, TX
Jonathan Hake, 1720 W. Virginia, McKinney, TX
Jim Hanophy, 7880 Bent Brunch Rd., Irving, TX
Sherry Chantharat, 1345 River Bend Dr., Suite 200, Dallas, TX
Tom Huth, 13455 Noel Rd., Dallas, TX

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

Motioned by Councilman LaMorgese, seconded by Councilman Zapanta to make no determination whatsoever concerning the Development, by adopting Resolution request by Palladium, for Local Support for an Application to the Texas Department of Housing and Community Affairs to Develop Affordable Housing at 8000 Walton Blvd.
Motion approved 5-4.

Councilmember(s) voting in opposition of this motion include: Webb, Khabeer, Riddle, and Taylor

RESULT: ADOPTED [5 TO 4]
MOVER: Brad M. LaMorgese, Councilman
SECONDER: Al Zapanta, Councilman
AYES: Stopfer, Bloch, LaMorgese, Cronenwett, Zapanta
NAYS: Abdul Khabeer, Phil Riddle, Kyle Taylor, Dennis Webb

ZONING CASES AND COMPANION ITEMS

22 Ordinance No. ORD-2023-10850 -- ZC23-0064 - Considering a Zoning Change from R-6 "Single-Family Residential 6" to S-P-2 (R-6) "Generalized Site Plan - Single-Family Residential 6" for an Accessory Dwelling Unit with a Variance to the Minimum Side Yard Setback - 915 Hadrian Street (Postponed Indefinitely from December 7, 2023)

Mayor Stopfer opened the public hearing at approximately 7:53 p.m.

The following individual(s) signed up to speak in support of this item:
Gavin Grubbs, 915 Hadrian St., Irving, TX
Lynn Lee, 2704 Zinfandel, Arlington, TX

Mayor Stopfer closed the public hearing at approximately 7:59 p.m.

Motioned by Councilman Bloch, seconded by Councilman Cronenwett to Deny Ordinance -- ZC23-0064 - Considering a Zoning Change from R-6 "Single-Family Residential 6" to S-P-2 (R-6) "Generalized Site Plan - Single-Family Residential 6" for an Accessory Dwelling Unit with a Variance to the Minimum Side Yard Setback - 915 Hadrian Street (Postponed Indefinitely from December 7, 2023).

No vote due to the following two motions.

Motioned to Amend the motion to deny by Councilman Zapanta, seconded by Councilman Bloch.

Motion approved 9-0.
Motioned by Councilman Zapanta, seconded by Councilman Khabeer to Postpone Ordinance -- ZC23-0064 - Considering a Zoning Change from R-6 "Single-Family Residential 6" to S-P-2 (R-6) "Generalized Site Plan - Single-Family Residential 6" for an Accessory Dwelling Unit with a Variance to the Minimum Side Yard Setback - 915 Hadrian Street (Postponed Indefinitely from December 7, 2023).

Motion approved 9-0.

RESULT: POSTPONED [UNANIMOUS]
MOVER: Al Zapanta, Councilman
SECONDER: Abdul Khabeer, Councilman
AYES: Stopfer, Bloch, LaMorgese, Khabeer, Riddle, Cronenwett, Zapanta, Taylor, Webb

23 Ordinance No. ORD-2023-10851 -- 2023-77-ZC - Considering a Zoning Change from S-P-2 (R-6) "Generalized Site Plan - Single-Family Residential 6" to S-P-2 (R-6) "Generalized Site Plan - Single-Family Residential 6" with a Variance to Allow a House to Encroach into the Required Rear Yard Setback and to Allow a Maximum Lot Coverage for Buildings, Driveways and Parking to be 65% - 4604 Biruni Street (Postponed from December 7, 2023)

Mayor Stopfer opened the public hearing at approximately 8:21 p.m.

The following individual(s) signed up to speak in support of this item:
Sharon Barbosa-Crain, 2608 Alan-a-Dale, Irving, TX

Mayor Stopfer closed the public hearing at approximately 8:29 p.m.

Motioned by Councilman Riddle, seconded by Councilman Webb to Approve Ordinance -- 2023-77-ZC - Considering a Zoning Change from S-P-2 (R-6) "Generalized Site Plan - Single-Family Residential 6" to S-P-2 (R-6) "Generalized Site Plan - Single-Family Residential 6" with a Variance to Allow a House to Encroach into the Required Rear Yard Setback and to Allow a Maximum Lot Coverage for Buildings, Driveways and Parking to be 65% - 4604 Biruni Street (Postponed from December 7, 2023).

Motion approved 5-3-1.

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

Councilmember(s) abstaining: Mayor Stopfer
RESULT: ADOPTED [5-3-1]
MOVER: Phil Riddle, Councilman
SECONDER: Dennis Webb, Councilman
AYES: LaMorgese, Khabee, Riddle, Zapanta, Webb
NAYS: John Bloch, Mark Cronenwett, Kyle Taylor
ABSTAIN: Mayor Rick Stopfer

24 Ordinance No. ORD-2024-10872 -- 2023-104-SFP - Considering a Special Fence Project Plan to Allow a Variance to Chapter 15 of the Land Development Code to Allow an Eight-Foot Tall Metal Fence on Residentially Zoned Property - 2013 Spanish Trail

Mayor Stopfer opened the public hearing at approximately 8:30 p.m.

The following individual(s) signed up to speak in support of this item:
Ricardo Grajeda, 2013 Spanish Trail, Irving, TX

Mayor Stopfer closed the public hearing at approximately 8:37 p.m.

Motioned by Councilman Riddle, seconded by Councilman Webb to Approve Ordinance -- 2023-104-SFP - Considering a Special Fence Project Plan to Allow a Variance to Chapter 15 of the Land Development Code to Allow an Eight-Foot Tall Metal Fence on Residentially Zoned Property - 2013 Spanish Trail, with the stipulation that the front be wood, and the fence be capped.

Motion approved 8-1.

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

RESULT: ADOPTED [8 TO 1]
MOVER: Phil Riddle, Councilman
SECONDER: Dennis Webb, Councilman
AYES: Stopfer, Bloch, LaMorgese, Khabee, Riddle, Zapanta, Taylor, Webb
NAYS: Mark Cronenwett
Ordinance No. ORD-2024-10866 -- 2023-111-ZC - Considering a Zoning Change from R-6 "Single-Family Residential 6" to S-P-2 (R-6) "Generalized Site Plan – Single-Family Residential 6" with a Variance to the Minimum Lot Width - 408 S. Story Road (Postponed from January 25, 2024)

Mayor Stopfer opened the public hearing at approximately 8:38 p.m.

The following individual(s) signed up to speak in support of this item:
Sharon Barbosa-Crain, 2608 Alan-a-Dale, Irving, TX
Zach Ben, 300 Running Bear Court, Euless, TX
Jim Dewey, 2500 Texas Drive, Irving, TX

The following individual(s) signed up to speak in opposition of this item:
Darla Williams, 405 Vivion, Irving, TX
Roma Portnoy, 2315 W. 5th St., Irving, TX

Mayor Stopfer closed the public hearing at approximately 8:54 p.m.

Motioned by Councilman Khabeer, seconded by Councilman Bloch to Approve Ordinance -- 2023-111-ZC - Considering a Zoning Change from R-6 "Single-Family Residential 6" to S-P-2 (R-6) "Generalized Site Plan – Single-Family Residential 6" with a Variance to the Minimum Lot Width - 408 S. Story Road (Postponed from January 25, 2024).

Motion approved 6-3.

Councilmember(s) voting in opposition of this motion include: Stopfer, Taylor and Riddle

RESULT: ADOPTED [6 TO 3]
MOVER: Abdul Khabeer, Councilman
SECONDER: John Bloch, Councilman
AYES: Bloch, LaMorgese, Khabeer, Cronenwett, Zapanta, Webb
NAYS: Mayor Rick Stopfer, Phil Riddle, Kyle Taylor
26 Ordinance No. ORD-2024-10867 -- 2023-112-ZC - Considering a Zoning Change from S-P-2 (R-7.5) "Generalized Site Plan - Single-Family Residential 7.5" to S-P-2 (R-7.5) "Generalized Site Plan – Single-Family Residential 7.5" with Variances to the Maximum Height, and Front Setbacks Along Hancock Road and State Highway 183 - 2431 Hancock Street (Postponed from January 25, 2024)

Mayor Stopfer opened the public hearing at approximately 8:59 p.m.

The following individual(s) signed up to speak in support of this item:
Jose Martinez, 1533 Enchanted Lane, Lancaster, TX

Mayor Stopfer closed the public hearing at approximately 9:02 p.m.

Motioned by Councilman Taylor, seconded by Councilman Riddle to Approve Ordinance -- 2023-112-ZC - Considering a Zoning Change from S-P-2 (R-7.5) "Generalized Site Plan - Single-Family Residential 7.5" to S-P-2 (R-7.5) "Generalized Site Plan – Single-Family Residential 7.5" with Variances to the Maximum Height, and Front Setbacks Along Hancock Road and State Highway 183 - 2431 Hancock Street (Postponed from January 25, 2024).

Motion approved 9-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Kyle Taylor, Councilman
SECONDER: Phil Riddle, Councilman
AYES: Stopfer, Bloch, LaMorgese, Khabeer, Riddle, Cronenwett, Zapanta, Taylor, Webb

27 Ordinance No. ORD-2024-10873 -- 2023-117-SFP - Considering a Special Fence Project Plan to Allow a Variance to Chapter 15 of the Land Development Code to Allow a Six-Foot Wood Fence on the Side Yard Property Line of a Corner Lot - 824 Edith Street

Mayor Stopfer opened the public hearing at approximately 9:02 p.m.

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

Mayor Stopfer closed the public hearing at approximately 9:03 p.m.
Motioned by Councilman LaMorgese, seconded by Councilman Webb to Approve Ordinance -- 2023-117-SFP - Considering a Special Fence Project Plan to Allow a Variance to Chapter 15 of the Land Development Code to Allow a Six-Foot Wood Fence on the Side Yard Property Line of a Corner Lot - 824 Edith Street.

Motion approved 9-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Brad M. LaMorgese, Councilman
SECONDER: Dennis Webb, Councilman
AYES: Stopfer, Bloch, LaMorgese, Khabeer, Riddle, Cronenwett, Zapanta, Taylor, Webb

28 Ordinance No. ORD-2024-10874 -- 2024-17-CP - Considering a Comprehensive Plan Amendment Changing the Future Land Use Category from "Local Commercial" to "Regional Commercial" - 1144 E. Irving Boulevard and 113 Glenmore Street

Mayor Stopfer opened the public hearing at approximately 9:03 p.m.

The following individual(s) signed up to speak in support of this item:
Sharon Barbosa-Crain, 2608 Alan-a-Dale, Irving, TX

Mayor Stopfer closed the public hearing at approximately 9:10 p.m.

Motioned by Councilman Taylor, seconded by Councilman Riddle to Approve Ordinance -- 2024-17-CP - Considering a Comprehensive Plan Amendment Changing the Future Land Use Category from "Local Commercial" to "Regional Commercial" - 1144 E. Irving Boulevard and 113 Glenmore Street.

Motion approved 9-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Kyle Taylor, Councilman
SECONDER: Phil Riddle, Councilman
AYES: Stopfer, Bloch, LaMorgese, Khabeer, Riddle, Cronenwett, Zapanta, Taylor, Webb
Ordinance No. ORD-2024-10875 -- 2023-134-ZC - Considering a Zoning Change from R-3.5 “Single-Family Residential 3.5” and S-P-1 (C-OU-2) “Detailed Site Plan – Commercial Outdoor 2” to S-P-1 (C-OU-2) “Detailed Site Plan – Commercial Outdoor 2” with a Variance to the Front Landscape Buffer Along E. Irving Boulevard - 1144 E. Irving Blvd. and 113 Glenmore Street

Mayor Stopfer opened the public hearing at approximately 9:10 p.m.

The following individual(s) signed up to speak in support of this item:
Sharon Barbosa-Crain, 2608 Alan-a-Dale, Irving, TX

Mayor Stopfer closed the public hearing at approximately 9:11 p.m.

Motioned by Councilman Bloch, seconded by Councilman Khabeer to Approve Ordinance -- 2023-134-ZC - Considering a Zoning Change from R-3.5 “Single-Family Residential 3.5” and S-P-1 (C-OU-2) “Detailed Site Plan – Commercial Outdoor 2” to S-P-1 (C-OU-2) “Detailed Site Plan – Commercial Outdoor 2” with a Variance to the Front Landscape Buffer Along E. Irving Boulevard - 1144 E. Irving Blvd. and 113 Glenmore Street.

Motion approved 9-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: John Bloch, Councilman
SECONDER: Abdul Khabeer, Councilman
AYES: Stopfer, Bloch, LaMorgese, Khabeer, Riddle, Cronenwett, Zapanta, Taylor, Webb

Ordinance No. ORD-2024-10876 -- 2023-140-ZC - Considering a Zoning Change from R-6 "Single-Family Residential 6" to S-P-2 (R-6) "Generalized Site Plan – Single-Family Residential 6" with Variances to the Minimum Lot Size and Lot Width - 1016 Iowa Street

Mayor Stopfer opened the public hearing at approximately 9:12 p.m.

The following individual(s) signed up to speak in opposition of this item:
Daniel Sotelo, 1012 Iowa St., Irving, TX

Mayor Stopfer closed the public hearing at approximately 9:12 p.m.

Staff received a request to withdraw this case.
Motioned by Councilman Webb, seconded by Councilman Riddle to Withdraw Ordinance -- 2023-140-ZC - Considering a Zoning Change from R-6 "Single-Family Residential 6" to S-P-2 (R-6) "Generalized Site Plan – Single-Family Residential 6" with Variances to the Minimum Lot Size and Lot Width - 1016 Iowa Street.

Motion approved 9-0.

**RESULT:** WITHDRAWN [UNANIMOUS]
**MOVER:** Dennis Webb, Councilman
**SECONDER:** Phil Riddle, Councilman
**AYES:** Stopfer, Bloch, LaMorgese, Khabeer, Riddle, Cronenwett, Zapanta, Taylor, Webb

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**Ordinance No. ORD-2024-10877 -- 2023-141-ZC --** Considering a Zoning Change from R-MF "Multifamily" and R-6 "Single-Family Residential 6" to S-P-2 (R-6) "Generalized Site Plan – Single-Family Residential 6" with a Variance to the Maximum Height - 3211 W. Pioneer Drive

Mayor Stopfer opened the public hearing at approximately 9:14 p.m.

The following individual(s) signed up to speak in support of this item:
Gerald Farris, 1308 Mosswood Lane, Irving, TX
Rick Blan, PBK Architecture, representing Irving School District

Mayor Stopfer closed the public hearing at approximately 9:17 p.m.

Motioned by Councilman Zapanta, seconded by Councilman Webb to Approve Ordinance -- 2023-141-ZC - Considering a Zoning Change from R-MF "Multifamily" and R-6 "Single-Family Residential 6" to S-P-2 (R-6) "Generalized Site Plan – Single-Family Residential 6" with a Variance to the Maximum Height - 3211 W. Pioneer Drive.

Motion approved 9-0.

**RESULT:** ADOPTED [UNANIMOUS]
**MOVER:** Al Zapanta, Councilman
**SECONDER:** Dennis Webb, Councilman
**AYES:** Stopfer, Bloch, LaMorgese, Khabeer, Riddle, Cronenwett, Zapanta, Taylor, Webb
32 Ordinance No. ORD-2024-10878 -- 2023-142-ZC - Considering a Zoning Change from C-C "Community Commercial" to S-P-1 (C-C) "Detailed Site Plan – Community Commercial" and Automated Car Wash with a Variance to the Minimum Side Yard Setback - 3997 N. Belt Line Road

Mayor Stopfer opened the public hearing at approximately 9:19 p.m.

The following individual(s) signed up to speak in support of this item:
Majed Khalaf, 650 E. Tripp Rd., Sunnyvale, TX

Mayor Stopfer closed the public hearing at approximately p.m.

Motioned by Councilman Webb, seconded by Councilman LaMorgese to Approve Ordinance -- 2023-142-ZC - Considering a Zoning Change from C-C "Community Commercial" to S-P-1 (C-C) "Detailed Site Plan – Community Commercial" and Automated Car Wash with a Variance to the Minimum Side Yard Setback - 3997 N. Belt Line Road.

Motion approved 8-1.

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

RESULT: ADOPTED [8 TO 1]
MOVER: Dennis Webb, Councilman
SECONDER: Brad M. LaMorgese, Councilman
AYES: Stopfer, Bloch, LaMorgese, Khabeer, Riddle, Cronenwett, Zapanta, Webb
NAYS: Kyle Taylor

33 Ordinance No. ORD-2024-10879 -- 2023-144-ZC - Considering a Zoning Change from R-6 "Single-Family Residential 6" to S-P-2 (R-6) "Generalized Site Plan – Single-Family Residential 6" for an Accessory Dwelling Unit - 2633 DeWitt Street

Mayor Stopfer opened the public hearing at approximately 9:20 p.m.

The following individual(s) signed up to speak in support of this item:
Ruben Venegas, 2623 Dewitt St., Irving, TX

Mayor Stopfer closed the public hearing at approximately 9:21 p.m.

Motioned by Councilman LaMorgese, seconded by Councilman Webb to Postponed Ordinance -- 2023-144-ZC - Considering a Zoning Change from R-6 "Single-Family Residential 6" to S-P-2 (R-6) "Generalized Site Plan – Single-Family Residential 6" for an Accessory Dwelling Unit - 2633 DeWitt Street.
Motion approved 9-0.

RESULT: POSTPONED [UNANIMOUS]
MOVER: Brad M. LaMorgese, Councilman
SECONDER: Dennis Webb, Councilman
AYES: Stopfer, Bloch, LaMorgese, Khabeer, Riddle, Cronenwett, Zapanta, Taylor, Webb

34 Ordinance No. ORD-2024-10880 -- 2023-145-ZC - Considering a Zoning Change from S-P-1 (C-C) "Detailed Site Plan - Community Commercial" and Car Wash Uses to S-P-1 (C-C) "Detailed Site Plan – Community Commercial" and Car Wash Uses with a Variance to the Side Yard Setback - 1650 Market Place Boulevard

Mayor Stopfer opened the public hearing at approximately 9:22 p.m.
No one signed up to speak on this item at tonight’s meeting.
Mayor Stopfer closed the public hearing at approximately 9:22 p.m.
Motioned by Councilman LaMorgese, seconded by Councilman Webb to Approve Ordinance -- 2023-145-ZC - Considering a Zoning Change from S-P-1 (C-C) "Detailed Site Plan - Community Commercial" and Car Wash Uses to S-P-1 (C-C) "Detailed Site Plan – Community Commercial" and Car Wash Uses with a Variance to the Side Yard Setback - 1650 Market Place Boulevard.

Motion approved 8-1.
Councilmember(s) voting in opposition of this motion include: Taylor

RESULT: ADOPTED [8 TO 1]
MOVER: Brad M. LaMorgese, Councilman
SECONDER: Dennis Webb, Councilman
AYES: Stopfer, Bloch, LaMorgese, Khabeer, Riddle, Cronenwett, Zapanta, Webb
NAYS: Kyle Taylor

Mayor Stopfer opened the public hearing at approximately 9:22 p.m.

The following individual(s) signed up to speak in support of this item:
Sharon Barbosa-Crain, 2608 Alan-a-Dale, Irving, TX
Jim Dewey, 2500 Texas Drive, Irving, TX

The following individual(s) signed up to speak in opposition of this item:
Angie Heiter, 319 Brawwylde Dr., Irving, TX
William Mantooth, 2136 Glenwick, Irving, TX

Mayor Stopfer closed the public hearing at approximately 9:43 p.m.


Motioned to amend the motion by Councilman Riddle, seconded by Councilman Webb, to approve an Ordinance -- 2023-146-ZC - Considering a Zoning Change from R-7.5 "Single-Family Residential 7.5" to S-P-2 (R-6) "Generalized Site Plan – Single-Family Residential 6" with Variances to the Minimum Lot Width, Lot Area, and Side Yard Setback - 2005 and 2009 State Highway 356, and 330, 404 and 418 Fleming Avenue to allow variances to provide a 10 ft. side setback on a corner lot and minimum 45 ft. width on cul-de-sac lots only.

Motion approved 9-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Phil Riddle, Councilman
SECONDER: Dennis Webb, Councilman
AYES: Stopfer, Bloch, LaMorgese, Khabeeer, Riddle, Cronenwett, Zapanta, Taylor, Webb
Ordinance No. ORD-2024-10882 -- 2023-147-ZC - Considering a Zoning Change from R-7.5 "Single-Family Residential 7.5" to S-P-2 (R-7.5) "Generalized Site Plan – Single-Family Residential 7.5" with Variances to the Minimum Lot Width and Lot Area - 1638 W. Shady Grove Road

Mayor Stopfer opened the public hearing at approximately 9:44 p.m.

The following individual(s) signed up to speak in support of this item:
Sharon Barbosa-Crain, 2608 Alan-a-Dale, Irving, TX
Jarvid Mohammed, 1447 Preakness Dr., Irving, TX

The following individual(s) signed up to speak in opposition of this item:
Pam Brown, 1410 Irvin Rd., Irving, TX
Terri Kimbler, 1608 Shadow Lane, Irving, TX
Samantha Howard, 1331 Irvin Rd., Irving, TX

Mayor Stopfer closed the public hearing at approximately 10:05 p.m.

The percentage of property in opposition within 200 feet of this case with signatures from the property owners is 33.45%. As it is more than 20%, a ¾-vote of the City Council is required for approval.

Motioned by Councilman Zapanta, seconded by Councilman Riddle to Deny Ordinance -- 2023-147-ZC - Considering a Zoning Change from R-7.5 "Single-Family Residential 7.5" to S-P-2 (R-7.5) "Generalized Site Plan – Single-Family Residential 7.5" with Variances to the Minimum Lot Width and Lot Area - 1638 W. Shady Grove Road.

Motion approved to Deny 7-2.

Councilmember(s) voting in opposition of this motion include: Webb and Khabeer

RESULT: DENIED [7 TO 2]
MOVER: Al Zapanta, Councilman
SECONDER: Phil Riddle, Councilman
AYES: Stopfer, Bloch, LaMorgese, Riddle, Cronenwett, Zapanta, Taylor
NAYS: Abdul Khabeer, Dennis Webb

Ordinance No. ORD-2024-10883 -- 2024-12-ZC - Considering a Zoning Change from R-6 "Single-Family Residential 6" to S-P-2 (R-6) "Generalized Site Plan – Single-Family Residential 6" Allow the Parking of Commercial Vehicles on a Residential Lot and a Variance for an 8-Foot Solid Screening Fence Within the Front Yard Setback - 2723 Grove Street
Mayor Stopfer opened the public hearing at approximately 10:13 p.m.

The following individual(s) signed up to speak in support of this item:
Linda Hunt, 2723 Grove Street, Irving, TX

Mayor Stopfer closed the public hearing at approximately 10:14 p.m.

Motioned by Councilman Riddle, seconded by Councilman Zapanta to Deny Ordinance -- 2024-12-ZC - Considering a Zoning Change from R-6 "Single-Family Residential 6" to S-P-2 (R-6) "Generalized Site Plan – Single-Family Residential 6" Allow the Parking of Commercial Vehicles on a Residential Lot and a Variance for an 8-Foot Solid Screening Fence Within the Front Yard Setback - 2723 Grove Street.

Motion approved to Deny 9-0.

RESULT: DENIED [UNANIMOUS]
MOVER: Phil Riddle, Councilman
SECONDER: Al Zapanta, Councilman
AYES: Stopfer, Bloch, LaMorgese, Khabeer, Riddle, Cronenwett, Zapanta, Taylor, Webb

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**APPOINTMENTS AND REPORTS**

38 Mayor’s Report

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

Adjournment

The meeting was adjourned at approximately 10:17 p.m.

Richard H. Stopfer, Mayor

ATTEST:

Shanae Jennings, TRMC
City Secretary/Chief Compliance Officer
Resolution -- Approving Submission of a General Victim Assistance Direct Services Program Grant Application to the Office of the Governor, Criminal Justice Division, for Specialized Trauma Services Partnership and Designating the City Manager as the Authorized Official to Apply For, Accept, Reject, Alter, or Terminate the Grant on Behalf of the City

Administrative Comments

1. This item is recommended by the Police Department. This agenda item supports Future in Focus: Safe and Beautiful City – Safeguard public safety, security, and health.

2. **Impact:** The approval of this grant application will ensure that crime victim services and crisis counseling will be enhanced for our Spanish speaking clients and will also provide crisis intervention services and therapy to child victims of physical or sexual abuse and witnesses of violent crime and their family members.

3. The grant will provide one year of funding for one part-time Bilingual Caseworker and partial funding for one full-time Child Trauma Counselor position, one full-time Bilingual Therapist, two full-time Bilingual Play Therapists.

4. The funding period for this grant begins on October 1, 2024 through September 30, 2025.

5. The grant is in the amount of $186,100.00. There is a remaining estimated $229,900.00 in salary and fringe benefits over the one-year period for the full-time positions, for a total amount of $416,000.00.

6. Funding in the amount of $229,900.00 is available in the Police Department budget within the General Fund.

**Recommendation**

The resolution be approved.

**ADDITIONAL COMMENTS:**

<table>
<thead>
<tr>
<th>Contract Required:</th>
<th>Electronic signature</th>
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<td>Review Completed By</td>
<td>Janet Spugnardi</td>
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<td>Council Action</td>
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**ATTACHMENTS:**

eGrants Application PSO 2699709 updated 2.2.24  (PDF)
CURRENT YEAR FINANCIAL IMPACT:
10012004-852040  FY23/24  $229,900

REVISION INFORMATION:
Prepared:  3/6/2024 02:43 PM by Kayte Roberts
Last Updated:  3/8/2024 09:05 AM by Janet Spugnardi
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves the submission of a General Victim Assistance Direct Services Program grant application to receive federal funding available under the Victims of Crime Act of 1984 (“VOCA”) for Specialized Trauma Services Partnership to the Office of the Governor, Criminal Justice Division, and, if awarded, authorizes the City Manager to execute an agreement, certifications, and any other necessary documents in connection with the VOCA grant upon approval of the City Attorney’s Office.

SECTION II. THAT the City Council finds it is in the best interest of the citizens of Irving that the Specialized Trauma Services be operated from October 1, 2024 through September 30, 2025.

SECTION III. THAT the City Council agrees to provide applicable matching funds for Specialized Trauma Services Partnership as required by the General Victim Assistance Direct Services Program VOCA grant application.

SECTION IV. THAT in the event of loss or misuse of the Office of the Governor grant funds, the City Council assures that the funds will be returned to the Office of the Governor, Criminal Justice Division in full.

SECTION V. THAT the City Council designates the City Manager as the grantee’s authorized official, and without further Council approval, the City Manager is authorized to apply for, accept, reject, alter or terminate this grant on behalf of the City of Irving.

SECTION VI. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on March 21, 2024.

________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
Agency Name: Irving, City of
Grant/App: 2699709  Start Date: 10/1/2024  End Date: 9/30/2025

Project Title: Specialized Trauma Services Partnership
Status: Application Pending Submission

Eligibility Information
Your organization's Texas Payee/Taxpayer ID Number: 17560005666000
Application Eligibility Certify:
Created on:1/16/2024 1:18:43 PM By:Heather Koval

Profile Information
Applicant Agency Name: Irving, City of
Project Title: Specialized Trauma Services Partnership
Division or Unit to Administer the Project: Police Department
Address Line 1: 825 W. Irving Blvd
Address Line 2:
City/State/Zip: Irving Texas 75060-2845
Start Date: 10/1/2024
End Date: 9/30/2025

Regional Council of Goverments(COG) within the Project's Impact Area: North Central Texas Council of Governments
Headquarter County: Dallas
Counties within Project's Impact Area: Dallas

Grant Officials:
Authorized Official
Name: Chris Hillman
Email: chillman@cityofirving.org
Address 1: 825 W Irving Blvd.
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Project Director
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Introduction
The purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process. Services may include the following:

- responding to the emotional and physical needs of crime victims;
- assisting victims in stabilizing their lives after a victimization;
- assisting victims to understand and participate in the criminal justice system; and
- providing victims with safety and security.

Program-Specific Questions
Culturally Competent Victim Restoration
Victim service providers must have the ability to blend cultural knowledge and sensitivity with victim restoration skills for a more effective and culturally appropriate recovery process. Cultural competency occurs when: (1) cultural knowledge, awareness and sensitivity are integrated into action and policy; (2) the service is relevant to the needs of the community and provided by trained staff, board members, and management; and (3) an advocate or organization recognizes each client is different with different needs, feelings, ideas and barriers.

Provide information in this section regarding how your organization is culturally competent when providing services to victims.

The City of Irving provides employees training on cultural competency at the time they are hired and offers ongoing training in the workplace on serving diverse populations. In addition to the training offered by the employer, staff complete specialized training on how to serve victims of violent crime from various cultural perspectives. Licensed staff attend a minimum of 15 hours of continuing education each year to include 3 hours of ethics. These training opportunities provide staff with tools to implement competent and appropriate services. Staff are also bound by their Code of Conduct and standards through their licensing boards to provide culturally competent services. Interns and staff are required to complete the Texas Victim Assistance Training online. One of the core training objectives in this course is the influence of cultural factors and victim restoration.
Culturally Specific and Underserved Populations

Following are relevant definitions needed to answer this question.
- Underserved populations means populations who face barriers in accessing and using victim services, and includes populations underserved because of geographic location, religion, sexual orientation, gender identity, underserved racial and ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age), and any other population determined to be underserved by the Attorney General or by the Secretary of Health and Human Services, as appropriate.
- Culturally specific means the program is primarily directed toward racial and ethnic minority groups (as defined in section 1707(g) of the Public Health Service Act (42 U.S.C. 300u–6(g)).
- Racial and ethnic minority group means American Indians (including Alaska Natives, Eskimos, and Aleuts); Asian Americans; Native Hawaiians and other Pacific Islanders; Blacks; and Hispanics.
- Hispanic means individuals whose origin is Mexican, Puerto Rican, Cuban, Central or South American, or any other Spanish-speaking country.

Does your program have a primary focus on serving a culturally specific population? (The organization must do more than merely provide services to an underserved population or culturally specific group; rather, the organization's primary focus must be on providing culturally competent services designed to meet the specific needs of the target population in order to justify a YES response in the section below.)
- Yes
- No

If you answered 'YES' above, you must explain in the box below how your organization's program is specifically designed to focus on and meet the needs of culturally specific populations. If this item does not apply enter 'N/A'.

N/A

Certifications
In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

**Constitutional Compliance**
Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

**Forensic Medical Examination Payments**
Health care facilities shall conduct a forensic medical examination of a victim of an alleged sexual assault if the victim arrived at the facility within 120 hours after the assault occurred and the victim consents to the examination. The victim is not required to participate in the investigation or prosecution of an offense as a condition of receiving a forensic medical examination, nor pay for the forensic examination or the evidence collection kit. Crime Victim Compensation funds may be used to pay for the medical portion of the exam unless the victim of sexual assault is required to seek reimbursement for the examination from their insurance carrier. If a health care facility does not provide diagnosis or treatment services for sexual assault victims, the facility is required to refer the victim to a facility that provides those services.

**Confidentiality and Privacy**
Applicant agrees to maintain the confidentiality of client-counselor information and research data, as required by state and federal law. Personally identifying information or individual information collected in connection with services requested, utilized, or denied may not be disclosed; or, reveal individual client information without informed, written, reasonably time-limited consent of the person about whom information is sought. If release of information is compelled by statutory or court mandate, reasonable attempts to provide notice to victims affected by the disclosure of information will be made and steps necessary to protect the privacy and safety of the persons affected by the release of information will be taken.

**Activities that Compromise Victim Safety and Recovery**
Applicant agrees to not engage in activities that jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions.

**Polygraph Testing Prohibition**
A peace officer or attorney representing the state may not require an adult or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. In addition, the refusal of a victim to submit to a polygraph or other truth telling examination will not prevent the investigation, charging, or prosecution of an alleged sex offense or on the basis of the results of a polygraph examination.

**Protection Orders**
Victims applying for a protective order or their attorney may not bear the costs associated with the filing of an order of protections.

**Offender Firearm Prohibition**
The applicant certifies that its judicial administrative policies and practices include notification to domestic violence offenders of the requirements delineated in section 18 USC § 992(g)(8) and (g)(9).

**Criminal Charges**
In connection with the prosecution of any misdemeanor or felony domestic violence offense, the victim may not bear the costs associated with the filing of criminal charges against a domestic violence offender, issuance or service of a warrant, or witness subpoena.

**Cybersecurity Training Requirement**
Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Government. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

**Criminal History Reporting**
Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for.
which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

**Uniform Crime Reporting (UCR)**

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

**Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses**

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

**Immigration Legal Services**

PSO prioritizes funding of projects that provide a full spectrum of counseling, crisis services, and other direct victim services. PSO will not fund projects that focus primarily on immigration legal services and do not provide a significant level of other types of victim services.

**Legal Representation in Divorce and Custody Cases**

PSO limits eligibility for legal representation in divorce and custody cases to circumstances where the survivor has been directly victimized by intimate partner violence (IPV) within the last six (6) months. This may include physical violence, sexual violence, stalking, and psychological aggression (including coercive tactics) by a current or former intimate partner against the survivor or survivor’s kin sharing the residence. Additionally, legal services in divorce and custody cases funded under this award are limited to emergency order assistance, safety planning, client representation in divorce or guardianship proceedings, and other family law matters directly resulting from the victimization. Through acceptance of this award, grantee agrees that reimbursement for divorce and custody-related legal services will be limited to circumstances listed above.

**Discrimination**

Applicant agrees not to discriminate against victims because they disagree with the State's prosecution of the criminal case.

**Records**

Applicant agrees to maintain daily time and attendance records specifying the time devoted to allowable victim services.

**Volunteers**

If awarded VOCA funds, applicant agrees to use volunteers to support either the project or other agency-wide services/activities, unless PSO determines that a compelling reason exists to waive this requirement.

**Crime Victims' Compensation**

Applicant agrees to assist crime victims in applying for crime victims’ compensation benefits.

**Community Efforts**

Applicant agrees to promote community efforts to aid crime victims. Applicants should promote, within the community, coordinated public and private efforts to aid crime victims. Coordination efforts qualify an organization to receive these funds, but are not activities that can be supported with these funds.

**Civil Rights Information**

Applicant agrees to maintain statutorily required civil rights statistics on victims served by race, national origin.
sex, age, and disability of victims served, within the timeframe established by PSO. This requirement is waived when providing services, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim.

Victims of Federal Crime
Applicant agrees to provide equal services to victims of federal crime. (Note: Victim of federal crime is a victim of an offense that violates a federal criminal statute or regulation; federal crimes also include crimes that occur in an area where the federal government has jurisdiction, such as Indian reservations, some national parks, some federal buildings, and military installations.)

No Charge
Applicant agrees to provide grant-funded services at no charge to victims of crime. Applicants are also prohibited from billing Crime Victims Compensation, private insurance, Medicaid, or Medicare for services provided using VOCA funds.

Effective Services
Applicants applying for funds to provide victim services must demonstrate a record of providing effective services to crime victims. (See "Eligible Organizations" in the Funding Announcement.)

College Campus Confidential Direct Services Providers
All personnel compensated through OOG or match funds are Confidential Direct Service Providers that maintain victim’s confidentiality for all case information (written or oral) and share information only at the victim’s request and with the victim’s informed consent, except when release of information is required by law. Confidential Direct Service Providers compensated with grant funds shall not be required to disclose client or case information to any entity, including a campus Title IX officer or coordinator, except when release of information is required by law. A victim may not be coerced or required to file a report or disclose information regarding their victimization with any entity as a condition of receiving services from a Confidential Direct Service Provider.

Failure to comply with this certification may result in PSO, at its sole discretion, withholding reimbursement on personnel line items contained in the program budget until satisfactory evidence of compliance is provided.

Compliance with State and Federal Laws, Programs and Procedures
Local Units of Government: Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency’s custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, and is not subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2025 or the end of the grant period, whichever is later.

Non-profit Organizations: Each non-profit 501(c)(3) organization must certify that it does not have, and will continue not to have any policy, procedure, or agreement (written or unwritten) that in any way encourages, induces, entices, or aids any violations of immigration laws. Additionally, the organization certifies that it does not have in effect, purport to have in effect, and is not subject to or bound by any rule, policy, or practice (written or unwritten) that would: (1) encourage the concealment, harboring, or shielding from detection of fugitives from justice or aliens who illegally came to, entered, or remained in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, the organization certifies that it will not adopt, enforce, or endorse a policy which prohibits or materially limits the enforcement of immigration laws and will not, as demonstrated by pattern or practice, prohibit or materially limit the enforcement of immigration laws.

Each non-profit organization must download, complete and then upload into eGrants the CEO/NGO Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements.
Equal Employment Opportunity Plan (EEO Plan)

If awarded, applicant agrees to comply with the Equal Employment Opportunity Program (EEOP) requirements per 28 C.F.R. § 42 Subpart E. Agencies may use the EEO Utilization Report Builder to assist with preparing Verification Forms and, if required, Utilization Reports.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs. Enter the Name of the Civil Rights Liaison:

Sam Hall

Enter the Address for the Civil Rights Liaison:

305 N O'Connor Rd Irving, TX 75061

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

972-721-2510

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the Guide to Grants, the Grantee Conditions and Responsibilities, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

I certify to all of the application content & requirements.

Project Abstract:

This project will continue funding for staff to provide direct crisis intervention services and ongoing therapy services to victims of violent crime. The primary target population is child victims of crime as well as victims in need of Spanish language services. Staff on this project initiate contact with victims of crime following a report to law enforcement, Child Protective Services, or referral from the Irving Independent School District. Staff discuss safety, criminal justice process, client needs and goals. Staff will assist a victim in developing a personalized safety plan, advocacy with the criminal justice system, and access to resources to meet their goals. Staff also discuss the impact of trauma and available counseling services to support healing. Staff on this project will provide ongoing trauma-informed therapeutic services to include individual and group therapy options to reduce the potential long-term negative impacts of crime. The collaborative nature of this project connects victim service providers and counselors to provide a continuum of care that ensures that the client does not fall through the cracks. Through the process in place, clients can receive a direct referral to therapy and quickly start ongoing therapeutic services. In addition to providing direct care, the therapists are responsible for presenting education and trainings to interns on topics including trauma, victimization, effective intervention strategies and play therapy techniques.

Problem Statement:

The Irving Police Department took 4,296 violent crime reports between October 1, 2022 and September 30, 2023. Of those reports, 3,132 involved victims of domestic violence and child abuse. In addition, when comparing the child abuse cases to the 5 year average of FY17-FY21, FY 2021 child abuse victims increased by 69% and FY 2022 also revealed a 69% increase compared to the previous 5 year average. In FY23, the child abuse cases were 23% higher than the previous 5 year average. This significant increase in cases shows that the demand for services continues to grow. The additional impact of a worldwide pandemic intensifies the need for services when a trauma occurs. When a violent crime occurs, it impacts the victim, their family and the community. There are many problems that victims of violent crime face. First, there are immediate and ongoing safety risks for victims of domestic violence and child abuse. Safety is a primary concern because it impacts the physical and emotional well-being of an individual. In domestic violence cases, there are tools to assist victims in assessing for lethality risk and protective factors. For victims of child abuse, staff can assess for suicide and self-harming behaviors. These tools can help to identify potential immediate and ongoing risks and assist an individual in developing a personalized safety plan. Second, victims of violent crime experience a wide range of physical and emotional responses. Adults and children who experience abuse may suffer emotional scars that can last long after the physical bruises have healed. Individuals may have problems building and maintaining healthy relationships throughout their lives as well as struggles with low self-esteem, depression, thoughts of suicide, and other mental health issues. If trained staff are not available to assist a client in understanding how their body is responding to trauma and identifying when reactions to the traumatic event have reached a level that they may need professional intervention or support, the outcomes could be devastating. In addition, some simple crisis interventions could alleviate symptoms and assist in stabilizing physical and emotional responses. Third, some victims of violent crime experience physical injuries as a result of the offense. These physical injuries can affect their ability to work or participate in daily activities. In addition, a victim may incur a significant financial burden due to loss of income or ongoing medical bills. Fourth, victims are also faced...
with an overwhelming and confusing criminal justice process. This system is difficult to navigate and can be intimidating. A victim may be fearful of going to court or possible retaliation by the suspect. Victims may also be fearful of what will happen if they participate in the criminal justice process. Fifth, there are many agencies in the community that provide help and support; however these agencies all have their own set of guidelines and ways they are able to help. When a victim is in a crisis state, it can be even more challenging to navigate the resources and locate an appropriate social service agency to meet their needs. In addition, programs like Crime Victims’ Compensation require specific documentation in order to provide financial support. If someone is not available to help a victim navigate these resources, they may stop reaching out for help or not access the support at all. Finally, clients whose first language is not English may not receive help due to cultural or language barriers that exist or fear that they will not receive support from the criminal justice process.

**Supporting Data:**

In FY 23, staff on this project provided direct services 1,160 new victims of violent crime. Of the clients who were served by this project, 430 received crisis counseling, 646 received information and referral, 481 received advocacy services and 292 victims received ongoing therapy. This project provides necessary services to a large population of victims of crime. This project primarily seeks to provide crisis intervention services and ongoing therapy services for both child victims of violent crime and victims of violent crime in need of Spanish language services. Supporting data for child victims of violent crime: From October 1, 2022 to September 30, 2023, the Irving Police Department’s Victim Services Unit identified 611 primary and secondary victims child abuse in the City of Irving. The primary duty of Child Trauma Counselor and two Child Trauma Therapists is to provide crisis intervention services and ongoing therapeutic services for the children and non-offending caregivers when there is an allegation of child abuse. In FY 2023, the Child Trauma Counselor provided services to 644 individuals to include children, parents and siblings who were impacted by child abuse. In addition the two Child Trauma Therapists provided 848 hours of counseling to 292 victims during FY 2022. According to the National Child Traumatic Stress Network, children who are exposed to violence may experience the short-term effects of generalized anxiety, sleeplessness, nightmares, difficulty concentrating, increased aggression and other symptoms. The long-term effects can include physical health problems, behavioral problems and emotional difficulties. Supporting data for victims of violent crime in need of Spanish language services: During FY 2023, the Bilingual Caseworker and Trauma Therapist served 1102 victims of violent crime. According to the U.S. Census report, 43% of Irving residents are Hispanic. In addition, the American Community Survey estimated that 53% of the population in Irving ages 5 years and over speak Spanish. In FY23, the Victim Services Unit had 628 contacts with victims that required Spanish language services. Victims in need of Spanish language services are often experience a delay in their ability to access resources due to language barriers. In 2016, the Office for Victims of Crime announced a language access initiative to reduce language barriers to victim services. In the article, OVC Director Joye Frost states, “Too often, language barriers, cultural intolerance, and social isolation prevent victims from seeking and receiving help” (2016).

**Project Approach & Activities:**

The project provides direct crisis intervention services and ongoing counseling to victims impacted by violent crime. This project funds 5 staff positions. The Bilingual Trauma Caseworker and Child Trauma Counselor typically initiate contact within 24 hours of the offense report. Staff are trained in crisis intervention, safety planning and normal trauma reactions. They utilize trauma focused crisis intervention model to provide information, support, advocacy, safety planning, assistance with Crime Victims' Compensation and ongoing follow-up. Staff are trained to assess for lethality risk factors in domestic violence as well as suicide and self-harming behaviors. These assessment tools help staff to develop effective safety plans with clients and to make appropriate referrals for ongoing support. In addition, the Child Trauma Counselor completed training as a handler to utilize a facility dog with children who enter the Center. This intervention assists children in regulating emotions and elevating mood. Staff are also knowledgeable about the criminal justice process and work directly with investigators to make sure they are able to accurately explain criminal justice processes. Staff are also able to accompany victims as they meet with their detective and provide interpretation services when needed by the investigator. Staff assist victims with VINE registration and accompany victims to court as requested. Staff are active on the Domestic Violence Awareness Coalition and multi-disciplinary team staff meetings. Participation at these meetings help staff maintain current information on community agencies and resources that can meet clients needs. Staff are certified in Priority and Presumptive Eligibility processing for Crime Victims Compensation Claims so they are able to expedite the processing of claims once submitted by a client. The Trauma Therapist uses Trauma-Focused Cognitive Behavioral Therapy (TF-CBT). This is an evidence-based treatment model designed to assist children, adolescents, and adults in overcoming the negative effects of a traumatic experience. TF-CBT has been proven effective for treatment after multiple traumas or a single traumatic event to aid in the emotional and psychological processing of the emotional effects of trauma. The Trauma Therapist typically meets with clients one time per week for an hour long session. These sessions typically last between 8-20 weeks depending on client goals and progress. Staff on this project are bilingual in English and Spanish and are able to provide direct services to clients in need of Spanish language services. The two Child Trauma Therapists provide psychotherapy to child victims of physical and sexual abuse. The therapist will provide crisis intervention, individual, family, psychoeducational groups, perform assessments, case...
consultation and supervision to practicum interns. These services will work in conjunction with the forensic interviewer and the Child Trauma Counselor from the Victim Services Unit. The therapists will receive the referrals after the forensic interview of the child. These clients will be prioritized based on acuteness of the symptomology presented, age of the child, severity of abuse, and recency of the abuse. The therapist will meet with the child and parents/caretakers for a screening appointment to determine the course of treatment. Once the course of treatment is determined the therapist will provide short-term trauma focused therapy, play therapy, family therapy, and/or group therapy. The trauma focused therapy approach will be used to help both child and the caregivers to identify and cope with emotions, thoughts and behaviors after a traumatic event. During the course of treatment the therapist will also meet and/or incorporate the parents and family members to assist the family with education and support to enable the primary victim a swift and healthy restoration process. The short-term treatment may vary from 8-12 sessions and in more severe cases 12-24 sessions once a week. In addition, volunteers and practicum interns from local universities who are completing their degree in social work, counseling, psychology, or a related field will provide services on this project. The volunteers/interns will provide crisis counseling, safety planning, advocacy, information, referrals, assistance with Crime Victims’ Compensation, clinical assessments, and ongoing therapy services.

Capacity & Capabilities:
The Irving Police Department was established in 1940. In 2001, the Irving Police Department recognized that for the department to be more effective at meeting the needs of crime victims, the city would need to establish a coordinated community response to violent crime. In 2002, the Irving Police Department opened the doors of the Irving Family Advocacy Center, a facility that sought to create an environment to serve victims of violent crime with dignity and respect. The Center brought together investigators, victim services, forensic interviewers, child protective services and a counseling program. At the time of the victim services unit’s inception, the focus was primarily on victims of domestic violence. However, as the program developed it was realized that increased staffing levels were needed to serve the diverse client population. In 2011, the unit recognized that the community had a high Hispanic population and there was a great need for bilingual services. The program needed to increase staffing in order to expedite services to the Spanish speaking community. A coordinated response for Spanish speaking victims was developed and implemented through this project. In 2013, the unit realized that child victims were not receiving the necessary support and funding was sought through this project to meet the needs of child victims. The Irving Police Department's Victim Services staff provide services to an average of 3,500 victims of violent crime each year. Through surveys conducted by the unit in FY 21, 100% of victims surveyed reported an increased knowledge of available community resources a result of their contact with staff on this project and over 75% reported that their knowledge of victim rights was increased as a direct result of their interaction. In 2015, the Victim Services Unit was recognized by the International Association of Chief's of Police for the Excellence in Victim Services Award for a medium sized agency. The Child Trauma Counselor position requires a Master's degree in social work or related field as well a license. Candidates need to have a LMSW, LCSW, LPC, LMFT or related license to be considered. The Trauma Therapist position requires a Master's degree in psychology, counseling, or a related field and a license. Candidates need to have a LPC, LMFT or related license to be considered. The Bilingual Caseworker position requires a Bachelors degree in social work or a related field and 1 year experience. The Irving Police Department and the Dallas Children's Advocacy Center has an agreement to conduct the forensic interviews for Irving child victims at the Irving Family Advocacy Center. Through this partnership, the Child Trauma Counselor is able to coordinate services for child victims with the forensic interviewers, investigators and therapists. The Counseling Department staff includes a Clinical Director who is a Licensed Professional Counselor Supervisor, five Licensed Professional Counselors, and both professional counseling and marriage and family therapy interns working on licensure through the State of Texas. All interns work under the supervision of staff and attend weekly training on how to counsel clients effectively and best serve crime victims and their families. The two Child Trauma Therapists positions are supervised by the Clinical Director. The Clinical Director and the other supervisory staff have been trained in Trauma Focused Cognitive Behavioral Therapy and will incorporate this training in working with the continuation positions. The Child Trauma Therapists providing direct services under this program will have a minimum of a Master's Degree in Counseling or Psychology, Play Therapy Certification; Registered Play Therapist (RPT); Licensed Professional Counselor Associate (LPC-A); or Licensed Marriage and Family Therapy Associate (LMFT-A).

Performance Management:
The GOAL of this project is to meet the emotional and psychological needs, increase safety and reduce the long-term negative impacts of violent crime by providing crisis intervention, information, referrals, support, advocacy, assistance with Crime Victims’ Compensation and therapy. This project will measure success through output and outcome measures. The output targets include providing services to 1200 clients for the project period to include providing 600 clients with crisis counseling, 500 with advocacy, 900 with information and referrals and 400 with safety plans. The current baseline measures for this project include that during FY23, the project served 1,160 new victims of violent crime. In addition during FY 23, the project provided 430 victims with crisis counseling, 458 victims with advocacy, 646 with information and referrals and 292 with therapy. The first OBJECTIVE is to reduce the long-term negative impacts of violent crime by providing crisis counseling to 600 victims of violent crime by
September 30, 2025. The second OBJECTIVE is to reduce the long-term negative impacts of violent crime by providing ongoing counseling to 175 victims of violent crime by September 30, 2025. The third OBJECTIVE is to reduce the long-term negative impacts of violent crime by providing 900 victims with access to information and resources by September 30, 2025. In addition, the staff will administer a survey at the conclusion of contacts with clients to measure if the client had an increase in knowledge of community resources and victim rights as a direct result of the interaction. In FY23, 316 clients served by this project were surveyed with 78% reporting an increase in their knowledge of victim rights and 77% reported an increase in their knowledge of community resources. The target is to increase knowledge of community resources and victim rights by 80% immediately following their interaction with staff. Staff will document all of their services in the R/Clinent Victim Services Database. This database tracks all contacts with victims and staff are required to provide supporting narratives for services rendered. This database is stored on a secure server and is password protected. The Trauma Therapist will use a pre and post measure to assess client progress. The Brief Symptoms Inventory (BSI) is an instrument that evaluates psychological distress and psychiatric disorders in people. BSI collects data reported by patients for evaluation. The test can be used for areas such as patient progress, treatment measurements and psychological assessment. In addition, the therapist administers the Beck Depression Inventory (BDI) to quantify levels of depression. This scale is used to assess mood, pessimism, sense of failure, self-dissatisfaction, guilt, suicidal ideas, crying, irritability, social withdrawal, insomnia, fatigue, appetite, weight loss, and self-accusation. The BDI is applied several times during a client’s therapeutic episode to closely monitor clients’ emotional state. The baseline measure for this objective in FY23 was that of the clients who initiated therapy, 85% would complete the therapy process and demonstrate significant improvement. The target is for 70% of clients who initiate therapy to complete counseling treatment and show improvement on these tools by September 30, 2025. The Trauma Therapist will maintain clinical case notes and document services provided in a data management system maintained by the Irving Family Advocacy Center Counseling program. This system is stored on a secure server and is password protected. The goal of two Child Trauma Therapists is to improve the emotional and psychological health of the primary victims and secondary victims of child sexual and physical abuse. The multidisciplinary team provides a seamless continuity of care, early transition to therapy services and expedites intervention by the counseling department. The first objective for these positions is to provide psychotherapy, and psychoeducation to child abuse victims and their families. The objectives for these interventions are to: 1) reduce both the immediate and long-term impact of child abuse in the primary victims and secondary victims; 2) enhance, improve, and develop healthy coping skills to assist in developing resiliency 3) facilitate a prompt and seamless process through the services offered at the FAC by the multidisciplinary team. During the next 12 months the two child trauma therapists will achieve the following direct services goals: counseling and play therapy to 90 individuals and psychoeducational groups as needed. A total of 75 households will be served, of which 70% will show improvement after completing treatment.

Target Group :

The target population to be served by this project can include individuals of any race, age, or gender who have been a victim of violent crime in the city of Irving. The project will target services to child victims of sexual or physical abuse and children who have witnessed a violent crime. The Child Trauma Counselor and Child Trauma Therapists will work to competently serve child victims and their non-offending family members of any race, culture, language or religion. The project will also focus on adult victims of domestic violence who are Spanish speaking as they are an underserved population in our community. The geographical target area for this project is the City of Irving. The City of Irving is a diverse urban community in Dallas County. The city currently has over 250,000 residents. The Irving community has a high population of Hispanic residents, with the current Irving ISD for Hispanic students at 71%. In FY 23, 31% of the victims served were male and 69% were female. The breakdown by race for clients receiving services in FY 23 is 3% Asian, 26% Black, 50% Hispanic, 19% White. In addition, of the clients served by this project, 51% were children and 48% were adults. It is anticipated that the population to be served will be very similar to the demographics we have served in the past.

Evidence-Based Practices:

The Office on Violence Against Women has recognized that co-located, multi-disciplinary services for victims of family violence and their children increases safety and support for victims (Office on Violence Against Women, 2014). The Irving Family Advocacy Center utilizes a co-located, multi-disciplinary team to serve victims of violent crimes. The agency has co-located investigators, victim services, forensic interviewers, child protective services and a counseling program. The co-location and integration of these various disciplines allows for improved response, greater understanding and greater support for the victims of violent crime in the community. Staff have been trained and certified to administer Campbell’s Danger Assessment. This tool assists the staff in assessing for lethality risk factors. In addition, staff have been trained to utilize the Victim Inventory of Goals, Options and Risks to assist survivors in developing an action plan. Staff primarily use the crisis intervention model in working with victims of crime. The crisis intervention model is brief and time limited. According to Knox & Roberts (2001) it is “effective across diverse types of crisis, client populations and settings.” The model incorporates seven stages to address a crisis all the way through to resolution. These stages are integrated into the work done by the Child Trauma Counselor and Bilingual Caseworker. In 2010, the Office of Justice Programs released a report titled, “Best

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>PERCENTAGE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crisis Services</td>
<td>50.00</td>
<td>Crisis counseling services will be provided by the Child Trauma Counselor, Bilingual Caseworker and Victim Services Interns. These services include assessment of safety needs and lethality risk factors, support through the criminal justice process, VINE registration, identification and referral to needed resources and emotional support. In addition the staff will advocate for the victim with the investigator, prosecutor, social service agencies, leasing agents and other providers as needed. Staff will assist victims in completing Crime Victims’ Compensation applications and will expedite the filing of claims through the Attorney General’s Office. The Child Trauma Counselor will accompany child victims as they wait for their forensic interview and will conduct a debriefing with the child at the conclusion of the interview. The Child Trauma Counselor will discuss normal reactions and available counseling resources as well as resources to meet immediate and ongoing needs. The Child Trauma Counselor will also meet with the non-offending caregiver to provide more information about the impact of trauma and available resources.</td>
</tr>
<tr>
<td>Professional Therapy and Counseling</td>
<td>50.00</td>
<td>The two Child Trauma Therapists will provide counseling services to children aged 3-17 years, assessment, individual, family or group therapy as well as supervision and case consultation with practicum interns. The Child Trauma Therapists will also attend multi-disciplinary staffing on a bi-weekly basis to discuss cases. The Trauma Therapist will conduct a diagnostic assessment that will include instruments that address emotional trauma and post-trauma symptoms. The Trauma Therapist will offer psychotherapeutic interventions which include trauma focused counseling.</td>
</tr>
</tbody>
</table>

CJD Purpose Areas

<table>
<thead>
<tr>
<th>PERCENT DEDICATED</th>
<th>PURPOSE AREA</th>
<th>PURPOSE AREA DESCRIPTION</th>
</tr>
</thead>
</table>

Measures Information

Objective Output Measures

| OUTPUT MEASURE | TARGET LEVEL |
Number of counseling hours provided to survivors.  1000
Number of survivors receiving counseling / therapy.  175
Number of survivors receiving crisis counseling.  600
Number of victims / survivors seeking services who were served.  1200
Number of victims seeking services who were not served.  0

Objective Outcome Measures

<table>
<thead>
<tr>
<th>OUTCOME MEASURE</th>
<th>TARGET LEVEL</th>
</tr>
</thead>
</table>

Custom Output Measures

<table>
<thead>
<tr>
<th>CUSTOM OUTPUT MEASURE</th>
<th>TARGET LEVEL</th>
</tr>
</thead>
</table>

Custom Outcome Measures

<table>
<thead>
<tr>
<th>CUSTOM OUTCOME MEASURE</th>
<th>TARGET LEVEL</th>
</tr>
</thead>
</table>

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.
Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the Upload Files sub-tab located in the Summary tab.

**Contract Compliance**

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:
- Yes
- X No

For applicant agencies that selected Yes above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:
N/A

**Lobbying**

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:
- Yes
- X No
- N/A

For applicant agencies that selected either No or N/A above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:
- Yes
- X No
- N/A

**Fiscal Year**

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:
10/1/2024

Enter the End Date [mm/dd/yyyy]:
9/30/2025

**Sources of Financial Support**

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars $) of Federal Grant Funds expended:
30527720

Enter the amount (in Whole Dollars $) of State Grant Funds expended:
43824

**Single Audit**

Applicants who expend less than $750,000 in federal grant funding or less than $750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of $750,000 or more, or state grant funding of $750,000 or more during the most recently completed fiscal year?

Select the appropriate response:
Applicant agencies that selected Yes above, provide the date of your organization’s last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:
4/7/2023

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):
  • Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
  • Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  • Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:
X I Certify
_ Unable to Certify

If you selected Unable to Certify above, please provide an explanation as to why the applicant agency cannot certify the statements.

FFATA Certification

Certification of Recipient Highly Compensated Officers

The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers YES to the FIRST statement but NO to the SECOND statement listed below.

In the sub recipient’s preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

_ Yes
X No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

X Yes
_ No

If you answered YES to the FIRST statement and NO to the SECOND statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: “Total compensation” means the complete pay package of each of the sub recipient’s compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:
Position 1 - Total Compensation ($):
0

Position 2 - Name:
Position 2 - Total Compensation ($):
0
Victim Services Information

Agency Type
Implementing Agency Type - Government
Which designation best describes your agency

- Law enforcement

Purpose of Award
Continue an OOG-funded victim project funded in a previous year

Type of Crime Funding Distribution
Identify the percent of funding dedicated to each type of victimization. The percentages provided below should not include matching funds. Cumulative total for all types of victimization must equal 100%.

<table>
<thead>
<tr>
<th>Type of Crime</th>
<th>Percent of Funds Dedicated to Crime</th>
<th>Funds Dedicated to Crime Current Award x Percent Entered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Child Physical Abuse</td>
<td>10</td>
<td>$18,610.00</td>
</tr>
<tr>
<td>Child Sexual Abuse</td>
<td>20</td>
<td>$37,220.00</td>
</tr>
<tr>
<td>Domestic and Family Violence</td>
<td>60</td>
<td>$111,660.00</td>
</tr>
<tr>
<td>Child Sexual Assault</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>Adult Sexual Assault</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>DUI/DWI Crashes</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>DUI/DWI Crashes</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>Assault</td>
<td>10</td>
<td>$18,610.00</td>
</tr>
<tr>
<td>Adults Molested As Children</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>Elder Abuse</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>Robbery</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>Survivors of Homicide</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>Adult Human Trafficking</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>Child Human Trafficking</td>
<td>0</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other Violent Crimes</td>
<td>0</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Description:
Other Non-Violent Crimes | 0 | $0.00

| Description: |

| SUM of %’s | 100 | SUM of Funds | $186,100.00 |
| Sum of % MUST = 100% | Sum of Funds MUST = OOG Current Budget |

### Use of Funds

Does this project provide DIRECT SERVICES to victims:

- **X** Yes
- _ No

#### Information and Referral

- Information about the criminal justice process
- Information about victim rights, how to obtain notifications, etc.
- Referral to other victim service programs
- Referral to other services, supports, and resources (includes legal, medical, faith-based organizations, address-confidentiality programs, etc.)

#### Personal Advocacy/Accompaniment

- Law enforcement interview advocacy/accompaniment
- Individual advocacy (e.g., assistance in applying for public benefits, return of personal property or effects)

#### Emotional Support or Safety Services

- Crisis Intervention (in-person, includes safety planning, etc.)
- Individual counseling
- Support groups (facilitated or peer)

#### Shelter/Housing Services

#### Criminal/Civil Justice System Assistance

#### Assistance in Filing Compensation Claims
- Assists potential recipients in seeking crime victim compensation benefits

All VOCA-funded direct service projects MUST assist victims with seeking crime victim compensation benefits. Please explain why your agency is not assisting victims with crime victim compensation benefits:

**Types of Victimization**

Check the types of victimization that best describe the victims the grant-funded project will serve. "Other" refers to a type that is not associated with any of the types provided in the list. Check all that apply:

Types of Victimization

- Adult physical assault (includes aggravated and simple assault)
- Adult sexual assault
- Adults sexually abused/assaulted as children
- Bullying (verbal, cyber, or physical)
- Child physical abuse or neglect
- Child pornography
- Child physical abuse or neglect
- Domestic and/or family violence
- Human trafficking: sex
- Kidnapping (noncustodial)
- Kidnapping (custodial)
- Robbery
- Stalking/harassment
- Survivors of homicide victims
- Teen dating victimization

**Budget and Staffing**

Answer the questions below based on your current fiscal year. Report the total budget available to the victim services program by source of funding. Do not report the entire agency budget, unless the entire budget is devoted to victim services program.

Annual funding amounts allocated to all victimization programs and/or services for the current fiscal year:

Identify by source the amount of funds allocated to the victimization program/services budget for your agency. DO NOT COUNT FUNDS IN MORE THAN ONE CATEGORY. OTHER FEDERAL includes all federal funding except the award amount for this grant.

**OOG Current Budget:**

$186,100.00

**Other State Funds:**

$49,490.00

**Other Local Funds:**

$0.00

**Other Federal Funds:**

$0.00

**Other Non-Federal Funds:**

$485,000.00

**Total Victimization Program Budget:**

$1,205,590.00

Total number of paid staff for all grantee victimization program and/or services:

COUNT each staff member once. Both full and part time staff should be counted as one staff member. DO NOT prorate based on FTE.

**Total number of staff:**

5

Number of staff hours funded through THIS grant award (plus match) for grantee's victimization programs and/or services:

Total COUNT of hours to work by all staff supporting the work of this award, including match.

**Total number of hours:**

5354

Number of volunteer staff supporting the work of this award (plus match) for grantee's victimization programs
and/or services: COUNT each volunteer staff once. DO NOT prorate based on FTE.

Total number of volunteer staff: 2

Number of volunteer hours supporting the work of this award (plus match) for grantee's victimization programs: Total COUNT of hours to work by all volunteers supporting the work of the award, including match

Total hours to work by all volunteers: 400

Explain how your organization uses volunteers to support its victimization programs or if your organization does not use volunteers explain any circumstances that prohibit the use of volunteers.

Our organization utilizes volunteers and interns to provide administrative support, host outreach events for domestic violence awareness month and provide direct services to victims of violent crime to include crisis intervention, ongoing therapy, information/referral, safety planning and assistance with Crime Victims' Compensation.

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application
Enter the Year in which the Corporation was Founded: 0
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900
Enter the Employer Identification Number Assigned by the IRS: 0
Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded: 0
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900
Enter the Employer Identification Number Assigned by the IRS: 0
Enter the Charter Number assigned by the Texas Secretary of State: 0

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:
- Yes
- No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:
- Yes
- No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:
If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

**Section 3: Financial Capability**

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year. Has the grant agency undergone an independent audit?

Select the appropriate response:
- Yes
- No

Does the organization prepare financial statements at least annually?

Select the appropriate response:
- Yes
- No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:
- Yes
- No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

**Section 4: Budgetary Controls**

Grant agencies should establish a system to track expenditures against budget and / or funded amounts. Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?
- Yes
- No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?
- Yes
- No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

**Section 5: Internal Controls**

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits. Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:
- Yes
- No
Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

**Budget Details Information**

**Budget Information by Budget Line Item:**

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>SUB CATEGORY</th>
<th>DESCRIPTION</th>
<th>OOG</th>
<th>CASH MATCH</th>
<th>IN-KIND MATCH</th>
<th>GPI</th>
<th>TOTAL</th>
<th>UNIT/%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>Counselor and/or Therapist</td>
<td>Child Trauma Counselor (Patricia Sanaseros, employment start date 1/13/2014) will provide crisis counseling, information/referral, safety planning, assistance with Crime Victims' Compensation and advocacy for child victims of physical or sexual abuse, witnesses of violent crime and their nonoffending family members. This is a full-time salary position which will require a Master's Degree in Social Work or a related field and a license to include LMSW, LCSW, LPCI, LPC or equivalent. The projected base pay for this position for FY 2025 is $77,000 and projected fringe is $30,000 for a total salary of $107,000. This project with match will fund 72% of the salary for this position. In summary, for FY</td>
<td>$64,100.00</td>
<td>$13,000.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$77,100.00</td>
<td>72</td>
</tr>
</tbody>
</table>
### Personnel

#### Counselor and/or Therapist (licensed)

<table>
<thead>
<tr>
<th>Role</th>
<th>Projected Base Pay</th>
<th>Projected Fringe</th>
<th>Total Salary</th>
<th>Match</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trauma Therapist (Antonia Hernandez, employment start date 4/2/2023) This position will provide assessment, individual, family or group therapy as appropriate to victims of violent crime. This full-time salary position will require a Master's Degree in Counseling or related field and a license to include LPCI, LPC or equivalent. The projected base pay for this position for FY 2025 is $86,000 and projected fringe is $20,000 for a total salary of $106,000. This project including match will fund 46% of the salary for this position. In summary for FY 2025, grant funds of $37,000 are requested to partially fund base pay. The City of Irving will fund the remaining salary and fringe benefits.</td>
<td>$37,000.00</td>
<td>$11,525.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>46</td>
</tr>
<tr>
<td>Child Trauma Therapist (Gina Neff, employment start date 1/22/2023) This position will provide services to children who have experienced trauma.</td>
<td>$27,500.00</td>
<td>$11,000.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>44</td>
</tr>
</tbody>
</table>

been victim of a violent crime ages 3-17 years to include counseling, assessment, individual, family or group therapy, psychoeducational classes for parent and caretakers as well as supervision and case consultation. The therapist will possess at a minimum a provisional license such as LPC-I or equivalent. The projected base pay for FY 2025 is $70,000 and the projected fringe is $17,000 for a total salary of $87,000. This project including match will fund 44% of the salary for this position. In summary for FY2025 grant funds of $27,500 are requested to partially fund base pay. The City of Irving will fund the remaining salary and fringe benefits.

<table>
<thead>
<tr>
<th>Personnel</th>
<th>Counselor and/or Therapist (licensed)</th>
<th>Child Trauma Therapist (Jennifer Chavez, employment start date 7/31/2023)</th>
<th>$27,500.00</th>
<th>$11,000.00</th>
<th>$0.00</th>
<th>$0.00</th>
<th>$38,500.00</th>
<th>45</th>
</tr>
</thead>
</table>

well as supervision and case consultation. The therapist will possess at a minimum a provisional license such as LPC-I or equivalent. The projected base pay for FY 2025 is $63,000 and the projected fringe is $22,000 for a total salary of $85,000. This project including match will fund 45% of the salary for this position. In summary for FY2025 grant funds of $27,500 are requested to partially fund base pay. The City of Irving will fund the remaining salary and fringe benefits.

<table>
<thead>
<tr>
<th>Personnel</th>
<th>Case Worker</th>
<th>Bilingual Caseworker (Katia Lovin, employment start date 5/30/2017)</th>
<th>$30,000.00</th>
<th>$0.00</th>
<th>$0.00</th>
<th>$0.00</th>
<th>$30,000.00</th>
<th>100</th>
</tr>
</thead>
</table>

This position will provide crisis intervention services, information and referral, safety planning, assistance with Crime Victims' Compensation application, advocacy with law enforcement and other agencies for Spanish speaking victims of violent crime. This is a part-time position to average 20 hours per week at a projected base pay of $28,000. This position receives unemployment
benefits and language pay at $2000 per year. The base pay plus benefits for FY 2025 will be $30,000.

Source of Match Information

Detail Source of Match/GPI:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>MATCH TYPE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remaining salary benefits for grant funded staff paid for out of general city funds.</td>
<td>Cash Match</td>
<td>$46,525.00</td>
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Summary Source of Match/GPI:

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<tr>
<th>Total Report</th>
<th>Cash Match</th>
<th>In Kind</th>
<th>GPI Federal Share</th>
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<td>$46,525.00</td>
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Budget Summary Information

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Budget Grand Total Information:

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<th>GPI</th>
<th>TOTAL</th>
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<td>$186,100.00</td>
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Condition Of Fundings Information

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<th>Condition of Funding / Project Requirement</th>
<th>Date Created</th>
<th>Date Met</th>
<th>Hold Funds</th>
<th>Hold Line Item Funds</th>
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</table>
Resolution -- Approving and Accepting the Proposal of Steele and Freeman, Inc., for Construction Manager at Risk (CMR) of the Construction of Senter Park Indoor Swimming Facility Project

Administrative Comments
1. This item is recommended by the Capital Improvement Program Department and the Parks and Recreation Department. It supports Future in Focus: Sense of Community – Provide exceptional recreational, cultural and educational opportunities.

2. Impact: This item will provide for the CMR services for the construction of the replacement of the Senter Park Indoor Swimming Facility.

3. This item was presented to the Parks and Recreation Advisory Board on January 8, 2024 and at City Council Work Session on June 29, 2023.

4. Use of the CMR delivery method will provide a means of shortening the overall project time to construct the Senter Park Indoor Swimming Facility. At the same time, the CMR method will provide a value engineered process which will provide the highest overall project quality at the most economical cost to the City.

5. The CMR contract includes a lump sum price of $15,000.00 for pre-construction phase services to be provided to the awarded contractor and establishes a fee of 9.77% of the Guaranteed Maximum Price (GMP) to be paid to the contractor for serving as CMR for this project. Upon completion of work, any cost savings realized below the GMP amount will be credited to the City.

6. The GMP will be determined jointly by the City, the Architect and the CMR as part of the pre-construction phase services and will be brought to Council for approval at a future Council meeting.

7. Steele & Freeman, Inc. was selected for award of this contract as the contractor receiving the highest scores based on staff's evaluation of weighted criteria as published in a Request for Proposals pursuant to the requirements of Section 2269.056(b) of the Texas Government Code and based on interviews of the three (3) firms scoring the highest evaluation of the weighted criteria.

8. Funding in the amount of $15,000.00 is available within the General Non-Bond CIP Fund.

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: Yes  Review Completed By: Cody Robinson
Previous Action: RES-2023-232  Council Action: Approved
Discretionary Contract Disclosure Form Required: Yes
Certificate of Interested Parties (Form 1295) Required: Yes
TGC 2271 Verification Form Required: Yes
TGC 2274 Verification Form Required: Yes

Comments:
Purchasing sent solicitation notices to 4,348 vendors, of which 2,801 were M/WBE or HUB vendors. Three responses were received, none of which was from M/WBE or HUB vendors. The proposal from Steele & Freeman, Inc., scored the highest points based on evaluation criteria established in the RFP and is being recommended for award.

Purchasing assigned RFP #031D-24F for tracking purposes.

Published evaluation criteria for selection were as follows:
Experience with CMR process, references (25%); ability, capacity, skill and organization (25%); fee proposal (20%); number and scope of conditions (10%); financial stability and length of time in business (10%); character, integrity and reputation (10%)

ATTACHMENTS:
CMAR Authorization Memo (PDF)

CURRENT YEAR FINANCIAL IMPACT:
30CIP23032-40013002-700015  Budget: $15,000.00  Actual: $15,000.00
REQ#12402221
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:
Prepared: 2/26/2024 03:57 PM by Alma A. Barraza
Last Updated: 3/15/2024 10:25 AM by Alma A. Barraza
WHEREAS, Texas Government Code Section 2269.251 allows for a construction manager-at-risk delivery method to select a general contractor to provide consultation during the design and construction, rehabilitation, alteration, or repair of a public facility; and

WHEREAS, Texas Government Code Section 2269.053 allows delegation of authority from the governing body to a designated representative for determining the delivery method; and

WHEREAS, ORD-2023-10816 amended Article II of Chapter 16 of the Code of Civil and Criminal Ordinances of the City of Irving, Section 16-6, in which Purchasing Authority is delegated to the City Manager or designee for Construction or Installation of a Public Work; and

WHEREAS, the City desires pre-construction services for the construction of the Senter Park Indoor Swimming Facility Project and to use the Construction Manager-at-Risk delivery method; and

WHEREAS, the City Manager or designee has approved the Construction Manager-at-Risk delivery method, which will provide the best value to the City, by arranging a collaborative effort with the design team, architectural firm Brinkley Sargent Wiginton Architects, Inc., to add value engineering to the project throughout the design process, and by establishing a guaranteed maximum price for the project.

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

SECTION I. THAT the City Council hereby approves and accepts the proposal of Steele and Freeman, Inc., in the estimated amount of $15,000.00 for pre-construction phase services, and authorizes the City Manager or designee, 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 General Non-Bond CIP Fund.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on March 21, 2024.

______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

______________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

______________________________
Kuruvilla Oommen
City Attorney
MEMO

To: Chris Hillman, City Manager
From: Pat Lamers, CIP Director
Date: February 27, 2024
Subject: APPROVING THE CONSTRUCTION MANAGER AT RISK (CMAR) AS THE BEST VALUE FOR THE DESIGN CONSULTATION AND CONSTRUCTION OF THE SENTER PARK INDOOR SWIMMING FACILITY PROJECT

Pursuant to Chapter 2269.056 of the Texas Government Code, the governing body of a governmental entity may determine which construction delivery method provides the best value for the entity. Whereas ORD-2023-10816 amended Article II of Chapter 16 of the Code of Civil and Criminal Ordinances of the City of Irving, Section 16-6, in which Purchasing Authority is delegated to the City Manager for Construction or Installation of a Public Work. This memo seeks City Manager approval to utilize the CMAR delivery method.

Employing the CMAR delivery method rather than a competitive bid process will provide for a collaborative effort with the architect's design team to add value engineering to the project throughout the design process. This will allow for an efficient means of implementing the best value for the project, which will provide the highest overall project quality at the most economical cost to the City.

The CMAR contract will include a Guaranteed Maximum Price (GMP) for work agreed upon and a negotiated fee to be paid to the CMAR. Once a CMAR firm is selected through an RFP process, the CMAR contract will be presented to City Council for award. Upon completion of work, any cost savings realized below the GMP will be credited to the City.

Approved  □ Disapproved

Chris Hillman, City Manager  Date
Resolution -- Awarding a Contract to Mart, Inc. in the Amount of $199,150.08 for the ARPA Funded Americans with Disabilities Act (ADA) Renovations to the Criminal Justice Center (CJC) Police Department Project

Administrative Comments

1. This item is recommended by the Capital Improvement Program Department. It supports Future in Focus: Infrastructure Investment – Support strategic investment in city facilities.

2. Impact: This project will provide for the repair and/or replacement of building fixtures and components in order to bring the facilities into compliance with the ADA standards for accessibility.

3. This project will repair and remodel the Police Department building at the Criminal Justice Center (CJC) to remove non-ADA compliant components to make the buildings accessible.

4. Competitive sealed proposals (CSP) were received from two (2) bidders. Mart, Inc. submitted the lowest responsive responsible proposal of $199,150.08.

5. Funding of this item has been requested from the American Rescue Plan Act (ARPA) funds received by the City; the City’s ARPA team has reviewed this request and recommends the use of ARPA funds for this expenditure.

6. Funding for this project, in the amount of $199,150.08 is available through the American Rescue Plan Act (ARPA) Fund.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

<table>
<thead>
<tr>
<th>Contract Required: Yes</th>
<th>Review Completed By: N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Action: N/A</td>
<td>Council Action: N/A</td>
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<tr>
<td>Discretionary Contract Disclosure Form Required: No</td>
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<tr>
<td>Certificate of Interested Parties (Form 1295) Required: Yes</td>
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<td>TGC 2271 Verification Form Required: Yes</td>
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</tr>
<tr>
<td>TGC 2274 Verification Form Required: Yes</td>
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<tr>
<td>Comments: Request for proposals were sent to 4,424 contractors. Of those, 2,896 were M/WBE.</td>
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<tr>
<td>On February 2, 2024, proposals were received for ARPA Funded ADA Corrections at the Police Department Project. Purchasing has assigned CSP#059D-24F for tracking purposes.</td>
<td></td>
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<tr>
<td>Published evaluation criteria for selection were as follows:</td>
<td></td>
</tr>
</tbody>
</table>
Project Cost (50%); Organizational Experience (10%); Past performance with similar projects (10%); Ability to complete project on time and in budget (5%); Approach (20%); Other Factors (5%)

CURRENT YEAR FINANCIAL IMPACT:
GFARPA2302-20314100-700075      Budget:$199,150.08    Actual:$199,150.08
REQ#12402422
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:
Prepared: 2/27/2024 02:18 PM by Alma A. Barraza
Last Updated: 3/11/2024 05:17 PM by Durenda Pena
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves and accepts the proposal of Mart, Inc., in the amount of $199,150.08 for the ARPA Funded Americans with Disabilities Act (ADA) Renovations to the Criminal Justice Center (CJC) Police Department Project, and authorizes the City Manager or designee, 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 from the American Rescue Plan Act (ARPA) 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 March 21, 2024.

________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

__________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

__________________________
Kuruvilla Oommen
City Attorney
Resolution -- Approving and Accepting a Proposal of JM Construction Solutions, in the Amount of $1,117,939.51, for the Library Renovations Project, Funded with ARPA and Library Improvement Bond Funds

Administrative Comments

1. This item is recommended by the Capital Improvement Program Department and supports Future in Focus: Infrastructure Investment – Support strategic investment in city facilities.

2. Impact: This project will provide for the repair and/or replacement of building fixtures and components including items needing to be renovated in order to bring the facilities into compliance with the ADA standards for accessibility.

3. This project will repair and remodel the three (3) city libraries. Included in the renovations to be done are non-ADA compliant components that need to be revised in order to make the buildings fully accessible.

4. Competitive sealed proposals (CSP) were received from two (2) contractors. JM Construction Solutions submitted the lowest responsive responsible proposal of $1,117,939.51.

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

6. Funding of the ADA items has been requested from the American Rescue Plan Act (ARPA) funds received by the City; the City’s ARPA team has reviewed this request and recommends the use of ARPA funds for this expenditure. The balance of items will be funded through the Library Bond Fund.

7. Funding in the amount of $873,199.46 is available in the Library Bond Fund and funding in the amount of $244,740.05 is available in the American Rescue Plan Act (ARPA) Fund.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: Yes                    Review Completed By: N/A
Previous Action: N/A                      Council Action: N/A
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: Yes
TGC 2271 Verification Form Required: Yes
TGC 2274 Verification Form Required: Yes
Comments:
Request for proposals were sent to 4,458 contractors. Of those, 2,930 were M/WBE.

On February 9, 2024, competitive sealed proposals were received for the ARPA Funded Library Renovations Project. Purchasing has assigned CSP#065D-24F for tracking purposes.

Published evaluation criteria for selection were as follows:

Project Cost (50%); Organizational Experience (10%); Ability to complete on time, in budget (5%); Past performance on Similar Jobs (10%); Approach (20%); Other Factors (5%)

ATTACHMENTS:

Recommendation Letter (PDF)

CURRENT YEAR FINANCIAL IMPACT:

<table>
<thead>
<tr>
<th>Project Code</th>
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REQ#12402390 Budget Adjustment/Transfer Required: No

REVISION INFORMATION:

Prepared: 2/27/2024 02:49 PM by Alma A. Barraza
Last Updated: 3/15/2024 06:39 AM by Alma A. Barraza
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves and accepts the proposal of JM Construction Solutions, in the amount of $1,117,939.51 for the Library Renovations Project, Funded with ARPA and Library Improvement Bond Funds, and authorizes the City Manager or designee, 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 from the American Rescue Plan Act (ARPA) Fund and the Library Improvement Bond Fund.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on March 21, 2024.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
February 15, 2024

Mr. Brad Hughes
Architectural Project Manager
City of Irving
825 W Irving Blvd
Irving, TX 75060

RE: ITB #065D-24F Irving Renovations to 3 Libraries

Dear Brad,

Through analysis of CSP proposals and an interview conducted between the City of Irving, Elements, and JM Construction Solutions, it is Elements of Architecture’s recommendation to the City of Irving that JM Construction Solutions be selected for the construction delivery of this project.

Sincerely,

Debbie Fulwiler, AIA
President
Resolution -- Approving an Expenditure with KOMPAN, Inc., in the Amount of $357,545.92 to Provide a Futsol Court and Exercise Area as Part of the Southwest Park Improvement Project through a Master Intergovernmental Cooperative Purchasing Agreement with OMNIA Partners

Administrative Comments

1. This item is recommended by the Capital Improvement Program Department and the Parks and Recreation Department. It supports Future in Focus: Sense of Community – Provide exceptional recreational, cultural and educational opportunities.

2. Impact: This project provides a Futsol court, outdoor fitness equipment with synthetic turf surfacing and shade canopy.

3. The project will provide for a Futsol multi-sport court and an exercise area that will have various pieces of equipment for both strength and cardio exercises, safety surfacing and a shade canopy. These amenities are part of the current Southwest Park Improvement Project by separate contract.

4. This item was presented to the Parks and Recreation Advisory Board meeting on August 14, 2023.

5. A Vendor/Member contract between the City of Irving and KOMPAN, Inc., was approved on November 10, 2022, by Resolution 2022-481 for as-needed purchases and repairs. The contract supports utilization of OMNIA Partners Contract No. 2017001135, for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services, which expires on June 30, 2024.

6. Funding in the amount of $357,545.92 is available in the Park Improvement Bond fund.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: Yes
Previous Action: N/A
Discretionary Contract Disclosure Form Required: Yes
Certificate of Interested Parties (Form 1295) Required: Yes
TGC 2271 Verification Form Required: Yes
TGC 2274 Verification Form Required: Yes
Comments:

The City of Irving entered into a Master Intergovernmental Cooperative Purchasing Agreement with OMNIA Partners on July 18, 2019. OMNIA Partners is a national cooperative purchasing alliance that offers public agencies contracts that have been competitively
solicited by lead government agencies for use by other government agencies and meets competitive bid requirements with the State of Texas statutes, rules, policies, and procedures. Purchases under Contract No. 2017001135 which expires on June 30, 2024, 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 No. 42300031L1.

ATTACHMENTS:

Certification of Determination (PDF)
Proposal (PDF)

CURRENT YEAR FINANCIAL IMPACT:

30CIP22001-40123002-700015 Budget: $357,545.92 Actual: $357,545.92
REQ#12402412 Budget Adjustment/Transfer Required: No

REVISION INFORMATION:

Prepared: 3/5/2024 04:56 PM by Alma A. Barraza
Last Updated: 3/12/2024 04:08 PM by Alma A. Barraza
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 14497)

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 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; and

WHEREAS, the City entered into a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement with KOMPAN, Inc. by RES-2022-481 which supports utilization of Omnia Partners Contract No. 2017001135 for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services, which was renewed by Omnia Partners through June 30, 2024;

WHEREAS, the Capital Improvement Program Director shall certify that the project for which the construction-related goods or services are being procured from the aforementioned purchasing cooperative does not require the preparation of plans and specifications under Chapter 1001 or 1051 of the Occupations Code or that the plans and specifications have already been prepared in compliance with Section 791 of the Texas Government Code;

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

SECTION I. THAT the City Council hereby approves the expenditure with KOMPAN, Inc. in the amount of $357,545.92, for to Provide a Futsol Court and Exercise Area as Part of the Southwest Park Improvement Project through a Master Intergovernmental Cooperative Purchasing Agreement with OMNIA Partners, for Parks and Recreation Equipment, and authorizes the City Manager or designee, 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 Park Improvement Bond Fund.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS,
on March 21, 2024.

_________________________________________

RICHARD H. STOPFER
MAYOR

ATTEST:

_________________________________________

Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

_________________________________________

Kuruvilla Oommen
City Attorney
MEMO

To: Orlando Sanchez, Assistant City Manager  
    Darlene Humphries, Purchasing Manager
From: Pat Lamers, CIP Director
Date: March 10, 2023
Subject: CERTIFICATION OF DETERMINATION OF NEED FOR ARCHITECT OR ENGINEER

This contract was procured through a purchasing cooperative. Texas Government Code §791.011(j) requires contracts to purchase construction-related goods or services that are procured through a cooperative and that are greater than $50,000 to be certified as to whether the project requires the preparation of plans and specifications of an architect or engineer.

By Irving City Council RES-2022-115, adopted on March 31, 2022, I have been designated to determine whether an Architect or Engineer is required for the project located at 2300 W. Shady Grove Rd. for the Parks and Recreation Department the design and installation of the exercise stations and Futsol Court as part of the current Southwest Park Improvement Project by Separate Contract.

The contractor performing the project is KOMPAN, Inc.

I hereby certify as follows:

☒ This project for the procurement of construction-related goods or services does not require the preparation of plans and specifications of an Architect or Engineer.

☐ This project for the procurement of construction-related goods or services does require the preparation of plans and specifications of an Architect or Engineer. The following firm(s) were engaged for this project:

Signature: [signature]
Patrick Lamers, P.E.
# Sales - Budget Quote

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Customer No.: C001489

Project Name: US292868 Southwest Park Fitness

Sales Representative: Jose Fontanillas

Email: JosFon@Kompan.com

Phone No.: 787-402-8190 / 800-426-9788

Expiration Date: 04/20/2024

Document Date: 02/20/2024

Quote No.: SP125206-8

City of Irving

Mike Griffith

825 W. Irving Blvd.

Irving, TX 75060

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Packet Pg. 138
<table>
<thead>
<tr>
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<th>Discount %</th>
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<td>A775576-110</td>
<td>SAFETY SIGN FOR CROSS TRAINER ENG</td>
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<td>INSTALL SPECIAL</td>
<td>Installation of Kompan Equipment per Standard Wage</td>
<td>1</td>
<td>Pieces</td>
<td>33,333.33</td>
<td>5.00</td>
<td>31,666.66</td>
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<tr>
<td>FREIGHT</td>
<td>Freight</td>
<td>1</td>
<td>Pieces</td>
<td>16,784.97</td>
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**Surfacing**

<table>
<thead>
<tr>
<th>US-CUSTOM-SUBBASE</th>
<th>Custom Subbase</th>
<th>1,807 Sq. Feet</th>
<th>6.78</th>
<th>5.00</th>
<th>11,638.89</th>
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<tr>
<td></td>
<td>Up to “4” inches of Granite/Limestone subbase</td>
<td></td>
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<tr>
<td>US-CUSTOM-SURFACING</td>
<td>Turf Safety Surfacing</td>
<td>1,807 Sq. Feet</td>
<td>24.28</td>
<td>10.00</td>
<td>39,486.56</td>
</tr>
<tr>
<td></td>
<td>ForeverLawn Playground Grass - Academy</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ForeverLawn Playground Grass - Academy (White)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2” SafetyFoam Pro</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>12/20 Silica Sand</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Plastic EPS 2x4x12 Perimeter Board</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Installation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>White Turf Inlay of Agility Dots, Track Lines and Compass</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

EXTRA SALES FREIGHT

| FREIGHT | Freight for Turf | 1   | Pieces | 1,066.50 |           | 1,066.50 |

---

City of Irving
Mike Griffith
825 W. Irving Blvd.
Irving, TX 75060

Sales - Budget Quote
Quote No. SP125206-8
Customer No. C0014889
Document Date 02/20/2024
Expiration Date 04/20/2024

Sales Representative Jose Fontanillas
Email JosFon@Kompan.com
Phone No. 787-402-8190 / 800-426-9788

Project Name US292868 Southwest Park Fitness

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KOMPAN, INC. | 605 W Howard Lane Ste 101 | Austin, TX 78753 | USA | Phone No. 1-800-426-9788
E-Mail Contact@KOMPAN.com | www.KOMPAN.us

SWIFT Code NDEAUS3N (Nordea Bank, NY | Bank Account No. USD 718 155 3001 | Routing No. 026010786)
Sales - Budget Quote

Quote No. SP125206-8
Customer No. C0014889
Document Date 02/20/2024
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<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
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<th>Unit</th>
<th>Unit Price</th>
<th>Discount %</th>
<th>Net Price</th>
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<td>US-CUSTOM-SURFACING</td>
<td>Basketball Court Surfacing</td>
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<td>Sq. Feet</td>
<td>11,775.38</td>
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<td>Shade</td>
<td>US-SS-CUSTOM-SHADE</td>
<td>38' x 50' Rectangle Mega Span - 12' Eave</td>
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<td>Pieces</td>
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<td>5.00</td>
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<td></td>
<td>Pier Mounted Columns</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>US-SS-SHADE-ENGDRW</td>
<td>1</td>
<td>Pieces</td>
<td>975.00</td>
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<td>1</td>
<td>Pieces</td>
<td>2,026.00</td>
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<tr>
<td></td>
<td>INSTALL SPECIAL</td>
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<td>Pieces</td>
<td>37,188.46</td>
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<td>35,329.04</td>
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<tr>
<td>Bonds</td>
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<td>1</td>
<td>Pieces</td>
<td>9,435.92</td>
<td></td>
<td>9,435.92</td>
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KOMPAN, INC. | 605 W Howard Lane Ste 101 | Austin, TX 78753 | USA | Phone No. 1-800-426-9788
E-Mail Contact@KOMPAN.com | www.KOMPAN.us

SWIFT Code NDEAUS3N (Nordea Bank, NY | Bank Account No. USD 718 155 3001 | Routing No. 026010786)
Project Name: US292868 Southwest Park Fitness

<table>
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<th>No.</th>
<th>Description</th>
<th>Qty</th>
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<th>Unit Price</th>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Notes**

- Please read attached General Assumptions and Exclusion document for information on Install/Sitework.
- Please allow 11-13 weeks for product delivery upon order placement.
- Equipment is as per Site Plan v1 6/14/23.
- Assumes site to be accessible & install ready.
- Excludes sitework, products, & services not listed.
- **Pricing Pending Install Floater**

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Retail Price</th>
<th>Discount</th>
<th>Net Price</th>
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<td>No. of Products</td>
<td>19</td>
<td>221,213.82</td>
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<td>198,336.00</td>
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<td>Subtotal - Products</td>
<td>55,649.34</td>
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<td>Subtotal - Surfacing</td>
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<td>19,877.47</td>
<td>19,877.47</td>
<td>357,545.92</td>
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</tbody>
</table>

Business Agreement: OMNIA Partners Contract
Payment Terms: Net 30 days
### Project Details

**Project Name:** US292868 Southwest Park Fitness

**Installation Site Address:**
Southwest Park
2800 W Shady Grove Rd,
Irving, TX 75060

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### General Notes

- **Note:** The color and texture of products and surfacing made with recycled content are subjected to the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.

- **Applicable Sales Tax:** Will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.

- **Your acceptance:** Constitutes a valid order request and includes acceptance of terms and conditions contained within this Master Agreement, which is hereby acknowledged.

- **Acceptance:** From KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.

- **Prices in this quotation:** Are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.

- **KOMPAN Products:** Are “Buy American” qualified, and compliant with the Buy American Act of 1933 and the “Buy American” provision of ARRA of 2009.

- **Prevailing Wage and Payment & Performance Bonds:** Are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

---

### Signatures

- **KOMPAN Authorized Signature:**

- **Accepted By (signature):** ________________________________

- **Accepted By (please print):** ________________________________

- **Date:** ________________________________
Resolution -- Approving an Agreement with Sole Source Provider Utilis, Inc., Dba Asterra in an Amount Not to Exceed $85,000.00 for Satellite Leak Detection Services

Administrative Comments

1. This item is recommended by the Water Utilities Department. It supports Future in Focus: Infrastructure Investment – Maintain water, wastewater and drainage infrastructure.

2. **Impact:** This item supports the Irving Connects, the city’s smart city initiative. This contract will allow for identification of leaks which have not yet surfaced in order to schedule repairs to reduce the city’s non-revenue water or advise customers of leaks on private systems.

3. The leak detection function is part of the Water Conservation Program that is closely monitored by the state of Texas. As technology has advanced in the leak detection industry, more sophisticated equipment and approaches have become available to find leaks, and staff are continually looking for better tools and techniques. Using satellite leak detection, alongside other specialized high-tech equipment, has contributed to Irving Water maintaining a water loss average of only 8.38% over the past 15 years.

4. A pilot program of satellite leak detection covering 500 miles of water line was completed in FY18-19 which resulted in identification and repair of 38 leaks.

5. A 2020 project was completed to capture leak data across the entire 700+ miles of water distribution pipes in Irving. It included two complete satellite passes and investigations of 546 Points of Interest based on the Asterra proprietary algorithm. The Leak Detection Crew found 133 leaks, 76 resulting in “Non-revenue Water.” Estimated savings after subsequent repairs was $112,420.00 annually.

6. A 2021 project captured leak data across the entire 700+ miles of water distribution pipes during which two satellite passes were completed. The results were evaluation of 582 Points of Interest resulting in identification of 109 leaks, of which 66 were identified as “Non-revenue Water.” Estimated savings after subsequent repairs was $92,134.00 annually.

7. Irving saves money for this project by providing Water Utilities leak detection staff to conduct field evaluations after each satellite pass. When confirmed, leaks are scheduled for repair by maintenance staff. Early detection and repair of leaks can prevent large main breaks which may result in more expensive repairs and greater customer inconvenience.

8. As a supplement to our traditional Leak Detection Program, using satellite radar remote survey technology expedites discovery of leaks, allows the Leak Detection Team to identify leaks which may not be readily found with traditional methods and costs less per leak found based on the 2019 pilot program and data from 2020 and
Both approaches used in tandem ensure a more comprehensive method for monitoring the water distribution system and minimizing non-revenue water.

9. Staff confirmed that a leak found in 2020 using this method was considered to be "unfindable" using traditional logger patrols and manual surveys. Had the satellite image not identified the "Likely Leak Location", the leak may have gone undetected for many years.

10. Funding in the amount of $85,000.00 is available in the Water Utilities budget within the Water and Sewer System Fund.

**Recommendation**

The resolution be approved.

**ADDITIONAL COMMENTS:**

- **Contract Required:** Yes
- **Review Completed By:** Zachary Noblitt
- **Previous Action:** RES-2020-52, RES-2021-138
- **Council Action:** Approved
- **Discretionary Contract Disclosure Form Required:** No
- **Certificate of Interested Parties (1295 Form) Required:** Yes
- **TGC 2271 Verification Form Required:** No
- **TGC 2274 Verification Form Required:** No

**ATTACHMENTS:**

- Sole Source Letter (PDF)
- Statement of Work & Software Terms (PDF)
- Consulting Agreement (PDF)
- NDA - Release of Critical Infrastructure Information Agreement (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

- 50016012-640021 Budget: $85,000.00 Actual: $85,000.00
- Requisition #12402413
- Budget Adjustment/Transfer Required: No

**REVISION INFORMATION:**

- Prepared: 3/6/2024 01:15 PM by Regina Dearing
- Last Updated: 3/15/2024 10:09 AM by Zachary Noblitt
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 14500)

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

SECTION I. THAT the City Council hereby approves the attached agreement between the City of Irving and Asterra, Inc., for satellite leak detection services in a not-to-exceed amount of $85,000.00, and the City Manager or his designee is authorized to execute said agreement.

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TX, on March 21, 2024.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
January 25th, 2024

Attn: City of Irving
333 Valley View Lane | Irving, TX 75061

To Whom It May Concern:

This letter is regarding ASTERRA and the sole source provider status for the City of Irving’s remote sensing water leak survey project. This letter is to confirm that the ASTERRA data analysis for identifying possible potable water leaks in water distribution systems is a sole source product, manufactured and sold by ASTERRA. No division of ASTERRA, nor any other company, makes a similar or competing product.

ASTERRA developed a unique and patented algorithm for leaks detection in urban freshwater distribution networks. ASTERRA uses spectral aerial imaging, taken from a satellite mounted sensor, using the L band microwave wavelength, to spot leakage in subterranean drinking water networks. Drinking water is detected, by looking for the particular spectral signature typical to drinking water.

ASTERRA analysis identifies the leaks within a search distance from the actual leak. The search distance is defined by a "Dynamic buffer", which is calculated specifically according to physical properties of the analyzed area and technical components of the satellite. For every new analysis, the size of the dynamic buffer is specifically calculated. The polygon area size varies for each analysis.

Additionally, competition is precluded by the existence of patent: Utilis’ algorithm and process are patented US 9285475 Mar, 15 2016 SYSTEM AND METHOD OF UNDERGROUND WATER DETECTION assigned to Utilis (DBA ASTERRA).

If you desire additional information, don’t hesitate to contact us at 1-858-382-7066 at any time or visit our website at www.astera.io

Sincerely,
James D. Perry
Executive Vice President
ASTERRA Statement of Work
&
Software Terms of Use

Provided to:

City of Irving, TX
January 23, 2024

Table of Content
Statement of Work (SOW)............................................. Page 2
Table of Fees...............................................................Page 5
Acceptance of Terms..................................................Page 6
Terms of Use...............................................................Page 7
Annex A – Area of interest..............................................Page 16
Annex B – CSM services list and SLA..............................Page 17
A. ROLES, RESPONSIBILITIES AND SERVICES - ASTERRA

1. GENERAL

ASTERRA offers its Clients, a patented technology operated by Utilis Inc. for pipe replacement modeling, and leak detection in urban and rural water networks, using L-band synthetic aperture radar (SAR) mounted on a satellite. The technology is based on a proprietary algorithm that detects soil moisture through the analysis of SAR data.

2. ASTERRA’S PRODUCTS OVERVIEW

ASTERRA will provide Client with the following Products available through the Platform: “Recover”, “MasterPlan” (the “Products”), and their related Service Tiers: “Detect”, “Prevent” or “Advise” (the “Service Tiers”).

2.1 Recover - Satellite-Based Leak Detection and Analysis

ASTERRA Recover provides customers with leak detection monitoring for drinking and wastewater systems utilizing Synthetic Aperture Radar (SAR) signals from satellites to illuminate the area of interest and collect the resulting reflected signals. These signals are analyzed with the ASTERRA patented algorithm and processed to identify specific indicators of wet soil saturated with potable or wastewater, screening out the signal noise and other interference. The result is a map showing likely leak locations, or Points of Interest (POI). These results typically encompass 5 – 10 % of the entire system length, so that the clients time and resource cost to inspect is much lower than traditional inspection methods. Recover is available as a subscription with various levels of service to match client’s needs.

2.2 MasterPlan - Pipeline Monitoring and Deficiency Assessment

Similar to Recover, ASTERRA MasterPlan utilizes Synthetic Aperture Radar (SAR) signals from satellites to illuminate the area of interest and collect the resulting reflected signals over time. These signals are analyzed with the ASTERRA patented algorithm and processed to identify the condition of underground water infrastructure, with pipes scored on a 1 - 5 scale, from a low level of deficiency observed to high levels of deficiency. The algorithm scores pipe segments exhibiting non-surfacing leaks and analyzes leak clusters over time contributing to the development of long-term maintenance and pipe replacement plans. MasterPlan is compatible with all GIS-based asset planning model tools and easily integrates with attribute
data such as pipe age, material, and work orders from surfacing leaks. MasterPlan is available in the Advise level subscription or as an additional service to Clients in the Prevent tier.

B. ROLES, RESPONSIBILITIES - CLIENT

1. GENERAL

Client is responsible for providing baseline system data, work order history and in some cases, an acoustic field verification team to inspect points of interests (POI) identified by ASTERRA. Client shall identify a primary contact person for technical, administrative, and field inspection coordination.

2. CLIENT RESPONSIBILITIES:

Client shall provide ASTERRA with the following materials ("Materials"):

2.1 Area of interest (AOI): the Client will provide ASTERRA with an area of interest (AOI). Unless agreed otherwise by the parties, the AOI is a designated geographical area to be surveyed using ASTERRA technology. AOI is required for all Products. AOI is attached as Annex A hereto and as agreed upon number of linear miles or area defined in Section E herein.

2.2 Recover Product/MasterPlan Pipe System Information: prior to image acquisition, the Client shall provide ASTERRA with a detailed and accurate GIS pipe system layer in the form of a shapefile or KML/KMZ. ASTERRA will use this layer to identify POI locations. The GIS layer should include pipe material, pipe age, pressure zone, and diameter, length of pipeline, trunk, main and service to be analyzed, and major appurtenances including hydrants, valves, and any other detailed information available.

2.3 Recover/MasterPlan Leak Detection History (Work Orders): The Client shall provide ASTERRA with a detailed and accurate history of leak findings and repairs through the “Go-Live Date”.

2.4 Recover/MasterPlan Leak Detection Performance Metrics: The Client shall provide ASTERRA with relevant and available performance metric data related to previous Client-utilized leak detection methodologies, field investigation process, timing, methods, and data delivery timing information, customer cost of water and cost of energy per CSM interview. This information will be used to calculate performance metrics of the service.

C. WORK PROCESS TIMELINE

1. Upon receipt of Client’s Materials, ASTERRA shall initiate the satellite imagery acquisition and analysis. Once the analysis is completed, ASTERRA will inform Client of the “Go-Live-Date” and access to Product will be granted to Client. “Go-Live-Date” notice will be furnished by ASTERRA upon 7-14 business days after the scheduled image acquisition date. Image
acquisition dates may be changed by a third party (satellite operator) or due to technical constraints. “Go-Live-Date” may be affected due to poor image quality according to ASTERRA’s quality assurance standards.

2. Unless otherwise agreed upon by both parties, ASTERRA will provide Services only in the AOI overlapping with the Client’s provided GIS pipe system layer.

3. Recover leak field inspection work can begin after the leakage report has been delivered to the Client customer portal and ASTERRA has provided training, guidance, and interpretation of the leakage data.

4. Unless otherwise agreed upon by the parties, field work with an ASTERRA field engineer will be conducted only within the borders of the AOI and at sites where access is provided by the client.

5. Delays in the provision of Materials may result in delays and/or additional cost in performing the Services. Where required, Client shall furnish access to Client’s premises, and appropriate worksite, as necessary for performance of those portions of the Services to be performed at Client’s premises.

6. Solely to the extent that ASTERRA provides Client pursuant to the applicable SOW with field work (by its own personnel or by its subcontractors), ASTERRA agrees to defend and indemnify Client and its respective directors, officers, employees, consultants, successors and assigns (collectively “Client Indemnitee”) from and against any claim by a third party brought against Client Indemnitee, relating to any action or inaction of ASTERRA or its subcontractors in providing such field work. The indemnification obligations in this agreement are specifically intended to operate and be applicable even if it is alleged that all or some of the damages being sought were caused in whole or in part by any act, error, omission, negligence, breach of contract or warranty or any other conduct whatsoever by Client Indemnitee parties. ASTERRA shall use legal counsel reasonably acceptable to Client in carrying out its obligations hereunder. The provisions of this paragraph shall survive any early termination of this SOW.

D. ACCESS TO PLATFORM AND PRODUCTS

ASTERRA US Office, 4180 La Jolla Village Drive, Suite 530, La Jolla, CA 92037, www.asterra.io
1. Provision of the Platform: portal environment, applicable licenses, including U-Collect and U-View licenses, analytics, reports and data that can be used in Client's GIS systems.

2. Access to the Platform shall only be granted upon ASTERRA's “Go-Live” notice to the Client and shall expire on the Service termination date.

3. Upon expiration or termination of the Agreement for any reason, Client will not be able to access the Services and/or, the data stored within the Platform, the Platform, related software and mobile applications, ASTERRA's support and any other software or data related to the Service. Any and all data not exported by Client to Client's own storage, shall no longer be available to Client following Service’s termination. An exception will be made for Clients who renew their subscription within 12 months of termination of their previous subscription.

4. The provision of ongoing technical and support services by ASTERRA are in accordance with the Service Level Agreement ("SLA").
E. FEES & PAYMENT TERMS

1. Annual subscription fee per Package and Service Tier requested by Client (exclusive of Taxes) (“Annual Fee”) and Additional Services as required by Client (“Support Service Fee”) as provided in the table below.

2. Package Name: Prevent Subscription Duration: 12 Months

3. Potable Water lines surveyed: 720 Linear Miles of Mains and Service pipes

4. Table of fees:

<table>
<thead>
<tr>
<th>ASTERRA Package: Prevent</th>
<th>QTY</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Subscription Package</td>
<td>1</td>
<td>$95,000</td>
</tr>
<tr>
<td>Discount for Continued Service since 2019</td>
<td></td>
<td>($23,000)</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$72,000</strong></td>
</tr>
</tbody>
</table>

5. Payments by Client shall be made as follows:
   - Annual Subscription Fee and any additional services shall be invoiced by ASTERRA on the Go-Live-Date.

6. Payment is due 30 days from the invoice date.

7. Requests for analysis outside the agreed upon AOI provided by the Client in Annex A may result in additional fees.

8. CSM SERVICES LIST & Service Level Agreement (SLA) is attached hereto as Annex B
ACCEPTANCE OF TERMS

By executing this SOW, you confirm your approval of the SOW on behalf of Client listed below, to be contractually bound by:

1. This SOW; and
2. The Terms of Use and Service Level Agreement incorporated by reference into this SOW.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Utilis Inc., dba., ASTERRA

Signature: ____________________________
Name: _______________________________
Title: ________________________________
Date: ________________________________

City of Irving, TX

Signature: ____________________________
Name: _______________________________
Title: ________________________________
Date: ________________________________
These Terms of Use (the “Terms”) is made and entered into as this 24 day of January 2024 (“Effective Date”), by and between Utilis Inc., dba., ASTERRA (the “Company”, “ASTERRA”) a private company having its registered offices at 4180 La Jolla Village Dr., Suite 530, La Jolla, CA 92037, and City of Irving (“Client(s)”, “you”) a municipal corporation organized and existing under the laws of Texas with a principle place of business and mailing address at 333 Valley View Lane, Irving, TX 75061 Terms of use govern the provision of the services that provide information for leak detection analysis, pipeline monitoring and deficiency assessment, using remote sensing technology (the “Service(s)”) operated by Utilis Israel Ltd., Utilis, Inc., Utilis SAR Ltd or Utilis Japan., all trading and doing business as ASTERRA (“ASTERRA”). Each of Client and ASTERRA will be referred to as a “party” and together the "parties".

1. Definitions and Interpretation

1.1. Capitalized terms not defined herein have the meanings given in the Statement of Work (the “SOW”) or the Service Level Agreement (the “SLA”), which are hereby incorporated into, and form part of, these Terms (together the “Agreement”), unless specifically excluded.

1.2. If there is a conflict between any provision of these Terms, the SOW, the SLA or any other agreement related to the Services, these Terms and the Agreement shall prevail, unless specifically expressed otherwise.

2. License Grant

2.1 Subject to the Terms, Client requests and ASTERRA grants, a nonexclusive, non-transferable, non-sublicensable, limited access license, to use the portal environment, applicable licenses, analytics, reports and data that can be used in client’s GIS systems (the “Platform”) during the Term, solely in accordance with the Terms herein, for Client’s internal business purposes only.

2.2 Services, additional services, and/or licenses shall be issued in separate SOWs, in the form attached hereto as Statement of Work, signed by both parties, numbered sequentially (SOW1, SOW2, etc.), all attached to and governed by these Terms.

3. ASTERRA Limited Warranties

ASTERRA warrants and undertakes that:

3.1. it will provide the Services using the degree of skill, care, and diligence which would reasonably and ordinarily be expected from a skilled and experienced provider of the Services (or of services materially similar to the Services);

3.2. each member or individual involved in the provision of the Services shall be suitably qualified, adequately trained and competent to provide the relevant part of the Services in respect of which they are engaged.

3.3. the Services, when used in the manner envisaged by this Agreement, do not, to the best of ASTERRA’s knowledge, infringe the intellectual property rights of any third party.

3.4. ASTERRA shall not be liable for any material delay or failure to provide the Services to the
extent that such material delay or failure is caused by Client's failure to comply with the Agreement, including but not limited to, the following obligations:

a. provision of data as agreed between the Parties and set out in the SOW - to be made ready on or before any agreed date of provision.

b. failure by Client to make available personnel, Information, or to provide site physical access, as reasonably required for the performance of the Services.

c. a failure by Client to make available adequate infrastructure to install, activate and use of the Service (such as: Client's systems and devices) to support the provision of the Services.

3.6 The Services hereunder are provided on an "AS IS" basis. Except for the above express warranty, ASTERRA makes no other warranties, express or implied, relating to the Services. ASTERRA does not represent or warrant that the Services shall be uninterrupted or error-free. ASTERRA disclaims and excludes any implied warranties of non-infringement, merchantability and/or fitness for a particular purpose.

4. Payment Terms

4.1 In consideration of the Service, Client will pay all invoices issued under this Agreement in accordance with stated payment terms on the relevant SOW. Any invoice that has not been paid within such period of time shall bear interest at the rate of 1% per month or any part of a month. Client is responsible for any applicable tax, duty, or tariff (except with respect to ASTERRA's income), and all reasonable costs of shipment.

4.2 All Customer's payment obligations to ASTERRA are non-cancelable and paid fees are non-refundable. Client is responsible for paying all fees applicable to its subscription to the Service, whether or not it actively used, accessed or otherwise benefited from the Service. Unless stated differently in the SOW, fees are exclusive of any sales tax, VAT, withholding tax or other governmental charges or transaction charges. Where applicable, ASTERRA will provide the Client its tax certificates and Client shall withhold taxes from payments due as per such certificates.

5. Technical Support

5.1. During the Term, ASTERRA, either directly or with the assistance of third parties, will provide Client technical support for technical issues regarding the Services, in accordance with the SLA terms. For the purpose of the provision of technical support for the Client's technical questions, problems and inquiries, Client will cooperate, and work closely with ASTERRA, to reproduce malfunctions, including conducting diagnostic or troubleshooting activities, as ASTERRA reasonably requests.

ASTERRA may suspend the Services for planned maintenance work ("Planned Maintenance") or for rectifying critical outages ("Unplanned Maintenance"). In relation to Planned Maintenance, ASTERRA shall provide Client at least 14 calendar days' prior notice stating the scope, time, and duration of the Planned Maintenance. In relation to Unplanned Maintenance, ASTERRA shall endeavor to provide Client with such advance notice as is reasonably practicable in the circumstances.
6. Privacy

As part of the Services, you may be granted a certain number of U-Collect, U-View and ASTERRA’s Dashboard Licenses. The applicable terms of use and privacy policy are detailed in https://ASTERRA.io/privacy-policy-portal-application/

7. Confidentiality

Each party (“Recipient”) agrees to: (a) keep all Confidential Information (as defined below) confidential; (b) not without the other party’s (“Discloser”) prior written consent to disclose any Confidential Information to any other person save those of its personnel who have a need to know the same in connection with this Agreement and its performance of this Agreement; (c) to use the Confidential Information solely in connection with this Agreement and the performance of its obligations hereunder and not otherwise for its own benefit or for the benefit of any third party. “Confidential Information” means all data, material, and information of a confidential nature in any form whatsoever disclosed (whether directly or indirectly) by or on behalf of the Discloser to Recipient, including: (a) the contents of and negotiations in relation to this Agreement; (b) the identity and business, financial and/or technical affairs of that party’s business contacts, including Clients, agents, distributors and licensees; (c) any information that Recipient obtains or receives as a result of discussions leading up to the signature of this Agreement or subsequent performance of this Agreement; (d) any information obtained or observed as a result of any site visit; (e) all financial information of Discloser; (f) all data provided to Recipient by or on behalf of the Discloser in connection with the Services. Confidential Information does not include information: (a) disclosed as a requirement of law or any regulatory body to whose rule Recipient is subject provided that Recipient, if legally permissible, gives Discloser prompt written notice of such requirement prior to such disclosure and only discloses that portion of the Confidential Information that is legally required; (b) known to Recipient prior to the commencement of this Agreement otherwise than as a result of being obtained directly or indirectly from the Discloser; (c) obtained from a third party who lawfully possessed such Confidential Information and which has not been obtained in a breach of a duty of confidence owed to the Discloser; (d) developed independently by Recipient without the use of Discloser’s Confidential Information or (e) in the public domain other than as a result of a breach of a duty of confidence owed to the Discloser. Upon request of Discloser or upon the expiry or termination of this Agreement, Recipient shall delete and destroy any Discloser’s Confidential Information then in its possession or control. Recipient acknowledges that remedies at law may be inadequate to provide Discloser with full compensation in the event of a material breach of any confidentiality and nondisclosure obligations herein, to seek injunctive relief in the event of any such breach. Notwithstanding the foregoing, ASTERRA acknowledges that Client is a governmental entity subject to Chapter 552, Texas Government Code (“Texas Public Information Act”). ASTERRA shall use commercially reasonable efforts to assist Client in its compliance with the Texas Public Information Act.
8. Client Data; Client Feedback

8.1 Client acknowledges and agrees that ASTERRA will handle and use (by itself or by using trusted third-party service providers) the data that the Client feeds to the Platform (or that ASTERRA feeds to the Platform on Client’s behalf) (“Client Data”) and the data and output generated by the Platform when used by the Client, as follows:

(a) To provide the Services to the Client, conduct administrative and technical activities necessary to maintain and provide the Services and to improve and customize the Services;
(b) To conduct analysis or generate metrics related to the Services;
(c) For commercial and marketing purposes, publication of case studies and white papers regarding the Services itself (only in a form not identifying the Client and not disclosing any Client-specific output generate by the Platform unless specifically approved by the client);
(d) To bill and collect fees (if applicable), to enforce this Agreement, and to take any action in any case of dispute or legal proceeding of any kind involving the Client with respect to this Agreement;
(e) To prevent fraud, misappropriation, infringements, and other illegal activities and misuse of the Services;
(f) To develop new products, features, and services, and for research and testing, provided that no information identifying the Client is publicly shared without prior authorization from the Client.

The Client will not be entitled to any remuneration from ASTERRA for the foregoing uses.

8.2 ASTERRA may, but are under no duty to, review Client Data made available through the Service. We may, in our sole discretion, temporarily or permanently delete or block access Service, if we find that it violates these Terms or for any other reason.

8.3 Client may provide ASTERRA with information or content concerning enhancements, changes, or additions to the Service or other Company offerings, that are requested, desired or suggested by the Client or users on its behalf, including information pertaining to bugs, errors and malfunctions of the Service, performance of the Service, content and accuracy of the Service, the Service’s compatibility and interoperability, and information or content concerning enhancements, changes or additions to the Service that Client requests, desires or suggests (“Feedback”). Client hereby assigns, without charge, all right, title and interest in and to the Feedback to ASTERRA, including the right to make commercial use thereof, for any purpose ASTERRA deems appropriate.

9. Intellectual Property

9.1 All rights, title and interest in and to the Service, Platform and the Service’s software, including, without limitation, patents, copyrights, trademarks, trade names, service marks, trade secrets and other intellectual property rights, and any goodwill associated therewith, including computer code, graphic design, layout and the user interfaces of the Service, whether or not based on or resulting from Feedback, are and will remain at all times owned by ASTERRA, or licensed to ASTERRA.
All rights in and to the Service or Platform that are not expressly granted to Client in this Agreement are hereby reserved by ASTERRA.

9.2 Except for Client’s limited access to use the Service during the Term, this Agreement does not grant or assigns to Client, any other license, right, title, or interest in or to the Service or Platform, or the intellectual property rights associated with them.

9.3 Client acknowledges and agrees solely in connection with Client’s provision of the Service, ASTERRA is hereby granted a limited, revocable, nonexclusive, internal, and royalty-free license, solely during the Term to access, host and maintain Client Data for the strict limited purposes of delivering the Service to Client and supporting Client’s use of the Service as described herein.

10. Disclaimer; Limitation of Liability; Indemnification

10.1 The Services, as set forth in this Agreement, include the provision of information and investigative output based on the technology developed by ASTERRA, and subsequent analyses, recommendations, evaluations, ranking reports, and guidance on best practices based on the foregoing. By their nature, the Services provided are solely decision making and support tools acquired by Client. Any and all acts, omissions decisions and performance by Client based on the Services provided to Client under this Agreement, are the sole responsibility of Client and such activity does not form any part of the Services. By signing the Agreement Client signals its understanding of the scope of the Services. The contract is with Utilis Israel Ltd., Utilis, Inc., Utilis SAR Ltd and Utilis Japan, as applicable, also doing business as ASTERRA.

10.2 EXCLUSION OF CONSEQUENTIAL DAMAGES. ASTERRA SHALL NOT BE LIABLE TOWARD CLIENT, OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE OR INJURY TO BUSINESS EARNINGS, LOSS OF DATA, LOST PROFITS OR GOODWILL AND/OR PERSONAL INJURY, SUFFERED BY ANY PERSON ARISING FROM AND/OR RELATED WITH AND/OR CONNECTED TO THE SERVICES COVERED BY THIS AGREEMENT, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, TORT, OR OTHERWISE, (INCLUDING NEGLIGENCE) EVEN IF ASTERRA IS ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 INDEMNIFICATION

10.3.1 Indemnification by ASTERRA. Subject to this Agreement and without derogating from the foregoing, ASTERRA shall defend and indemnify Client and its respective directors, officers, employees, consultants,
successors and assigns (collectively “Client Indemnitee”) from and against any claim by a third party alleging that the use of the Service as contemplated under this Agreement, infringes a third party’s patent, copyright, trade secret or other intellectual property rights which are enforceable in the jurisdictions in which the Client’s support teams operate. Notwithstanding the foregoing, ASTERRA shall have no liability or obligation to Client Indemnitees with respect to any claim for infringement relating to: (1) Client’s use of the Service in combination with other products not provided or endorsed by ASTERRA; (2) modifications or alterations of the Service which are not performed by ASTERRA or with its permission; (3) a breach or alleged breach by Client of its representations, under the Agreement; in any case of (1) – (3) above, only to the extent that the Service would not be infringing in the absence of such circumstances.

10.3.2 The indemnified party shall promptly notify the indemnifying party in writing of any claim for which it seeks indemnification hereunder; provided that the failure to provide such notice shall not relieve the indemnifying party of its indemnification obligations hereunder except to the extent of any material prejudice directly resulting from such failure. The indemnifying party shall bear full responsibility for, and shall have the right to solely control, the defense (including any settlements) of any such claim; provided, however, that (a) the indemnifying party shall keep the indemnified party informed of, and consult with the indemnified party in connection with the progress of such litigation or settlement and (b) the indemnifying party shall not have any right, without the indemnified party’s written consent (which consent shall not be unreasonably withheld), to settle any such claim in a manner that does not unconditionally release the indemnified party. At the indemnifying party’s request, the indemnified party will provide reasonable cooperation with respect to any defense or settlement.

10.3.3 The parties hereby acknowledge and agree that Client is entering this Agreement pursuant to its governmental function and that nothing contained in this Agreement shall be construed as constituting a waiver of the Client’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 Client’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, 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.

11. Term and Termination

11.1 Unless otherwise specified in the applicable SOW, this Agreement commences upon the Client’s date of signature herein or acceptance date by Client, as applicable. The Service shall commence on the date on which the relevant Service is 'live', being the first date on which the Client or the first of the Client’s users is granted
access to the Platform’s data, upon a notice by ASTERRA to Client ("Go – Live Date") and will continue for a period of twelve (12) months thereafter ("Initial Term"), at which point the subscription will automatically renew for an additional twelve (12) months period ("Renewal Term") (Initial Term and Renewal Term, collectively, the "Term"), if not otherwise terminated earlier pursuant to this section 11 or if a Party has given a notice of non-renewal at least sixty (60) days prior to the end of the initial Term or Renewal Term.

11.2 Notwithstanding the foregoing, either party may terminate for a material breach by the other party unremedied for thirty (30) consecutive days after written notice thereof, at any time.

11.3 Either party may immediately terminate this Agreement if (A) any proceeding is commenced in good faith against the other party for any relief under any bankruptcy or insolvency law, or any law relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangement, composition, or extension of debts; (B) the other party commences proceedings for any relief under any bankruptcy or insolvency law, or any law relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangement, composition, or extension of debts; (C) there is issued a decree or order of a court having jurisdiction for the appointment of a receiver, liquidator, or trustee or assignee in bankruptcy or insolvency of the other party or of a substantial part of the other party’s property, or for the winding up or liquidation of the other party’s affairs; or (D) there is a general assignment by the other party for the benefit of creditors or the admission by the other party in writing of its inability to pay its debts generally as they become due.

11.4 Upon expiration or termination of this Agreement for any reason: (i) Client will not be able to access the Services and/or the data stored within the Platform, the Platform, ASTERRA’s support and any other software or data related to the Service. Any and all data not exported by Client to Client’s own storage, shall no longer be available to Client afterward; and payment obligations of Client for Services provided through the date of termination will immediately become due. Client data will be accessible to a returning Client if they renew their subscription within 12 months of termination of their previous subscription.

11.5 Upon expiration or termination of this Agreement and in any event, upon ASTERRA’s written request, Client shall return any and all Confidential Information including, but not limited to ASTERRA training materials, and any and all materials incorporating ASTERRA’s Confidential Information and all copies and derivatives thereof.

11.6 Sections 3-10, 11.4-11.6, 12 and 13 shall survive any termination of expiration of the Agreement for any reason.

12. Governing Law

The parties submit to the governing law of Texas.
The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to this Agreement or the parties. Client shall comply with all applicable (including, all U.S. and applicable foreign) laws and administrative regulations relating to the control of exports of commodities and technical and/or personal data, and all laws directly or indirectly applicable to its activities hereunder or otherwise pursuant to or in connection with this Agreement, the Licenses or use of any software, and the provision of any Services and/or support.

13. Miscellaneous

This Agreement may be amended by an authorized representative of each party in a duly executed written document referencing this Agreement and expressing the intent of each party to amend this Agreement. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and this Agreement shall be deemed amended to replace, to the extent legally permitted, the rights and obligations contained in such invalid or unenforceable provision. The invalidity or unenforceability of any provision shall not constitute a failure of consideration hereunder. Any failure or delay in exercising, or any single or partial exercise of, any right or remedy by either party hereto shall not be deemed a waiver of any further, prior, or future right or remedy hereunder, including the right of such party at any time to seek such remedies as may be available for any breach or breaches of such term or condition. Nothing in this Agreement shall make either party the agent of the other for any purposes whatsoever. Except to the extent such rights cannot be restricted by applicable law, neither party may assign, sublicense, or transfer this Agreement without the prior written consent of the other party, and any such attempt by a party to sublicense, assign or transfer any rights, duties, or obligations hereunder is null and void and subject to the other party’s right to immediately terminate this Agreement. Notwithstanding the above, ASTERRA may assign, sublicense, or transfer this Agreement to an affiliate of ASTERRA or in connection with the merger, acquisition, or sale of all or substantially all of the assets of ASTERRA relating to this Agreement. This Agreement entered into between the parties on or around the date of this Agreement, together with the signed SOW constitute the entire agreement and understanding of the parties relating to the subject matter hereof, superseding all prior or contemporaneous agreements, representations, promises, and understandings, whether written, electronic, oral or otherwise and any additional or conflicting terms contained in any other document (including, without limitation, any pre-printed, additional or conflicting terms on any Client purchase order, or acknowledgment from either party) shall be null, void and of no effect on either party.
ANNEX B - CSM SERVICES DESCRIPTION LIST AND SLA

Standard Features:

- **System-Wide Advanced Temporal and Spatial Leak Analysis** - ASTERRA will provide the customer with a system-wide analysis of those locations identified as having a high probability of subsurface leakage using advanced temporal (data collected across time) and spatial (data collected across space) analysis.

- **Leak Location List with Prioritization** - Each customer will receive a list of potential leaks (Points of Interest, POI’s) for leak detection investigation based on SAR algorithm results and machine learning. Each list can be prioritized based on piping attributes (pipe type, age, pressure, etc.) if available and provided by the client.

- **Customer Portal and Performance Dashboard (4 Licenses)** - Licenses for access to EO Discover, ASTERRA’s Customer Portal and Performance Dashboard for tracking leak investigation results over the course of the subscription period.

- **U-Collect Software & U-View Software (4 Licenses)** - Access to field investigation input and viewing software.

- **On-Line Customer Support**

- **Customer Success Plan** - ASTERRA will provide each customer with a customized execution and success plan that will be reviewed and updated over the course of the subscription period.

- **Best Practice Tutorials (On-Line)** - ASTERRA will provide on-line tutorials which cover training and troubleshooting for the customer portal, U-Collect and U-View applications.
Service Level Agreement (SLA)

This Service Level Agreement ("SLA") is provided in connection with the Terms of Use governing the use of the ASTERRA’s Services and proprietary Platform (the "Software"). ASTERRA will endeavor to quickly respond to Software support requests and reported Software errors, bugs, or malfunctions (each, an "Inquiry"), and provide a solution to your Inquiry, as set forth in this SLA. Capitalized terms not defined herein shall have the respective meanings as set forth in the Terms of Use.

ASTERRA’s handling and resolution of Inquiries is subject to the following procedure and processes:

1. Inquiries shall be submitted to ASTERRA’s helpdesk by e-mail (csm@ASTERRA.io), or via the Client’s portal help feature, during ASTERRA’s standard business hours (9:00am to 5PM).

2. When ASTERRA receives notice of an Inquiry from you, along with all pertinent information at your disposal, regarding the Inquiry, ASTERRA will record the time in which the notification was received, during ASTERRA’s business hours indicated above (if the Inquiry is received by ASTERRA outside of its business hours, the Inquiry receipt time will be recorded as 9:00 am on ASTERRA’s next business day - the "Opening Time").

3. Upon receiving an Inquiry, ASTERRA, using its reasonable judgment, will classify the Inquiry’s severity level as Critical, High, Medium, or Low, in accordance with the following guidelines:

   a. Critical – Complete failure of the Software.

   b. High – Significant fault in one or more of the primary functionalities of the Software.

   c. Medium – Features of the Software are partially malfunctioning.

   d. Low – Minor error or malfunction in the Software.

4. “Response” is ASTERRA’s provision of a preliminary, interim resolution or workaround for the Inquiry, partially alleviating the symptoms reported in the Inquiry. ASTERRA’s response will be in writing via email or via phone contact from the Client’s assigned Customer Success Manager.

5. “Final Resolution” is ASTERRA’s provision of a permanent and full resolution to the Inquiry.

ASTERRA will endeavor, using commercial efforts, to respond to Inquiries as set forth below and to provide a Final Resolution. Response Times are specified in relation to the Opening Time, as recorded in ASTERRA’s logs, as follows:

<table>
<thead>
<tr>
<th>Priority</th>
<th>ASTERRA’s availability to commence handling the Inquiry</th>
<th>Response Time after Opening Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical</td>
<td>ASTERRA’s business hours</td>
<td>8 hours</td>
</tr>
<tr>
<td>High</td>
<td>ASTERRA’s business hours</td>
<td>32 hours</td>
</tr>
<tr>
<td>Medium</td>
<td>ASTERRA’s business hours</td>
<td>3 business days</td>
</tr>
<tr>
<td>Low</td>
<td>ASTERRA’s business hours</td>
<td>2 business weeks</td>
</tr>
</tbody>
</table>
Consulting Agreement

THIS AGREEMENT is entered into as of March 21, 2024, 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 Utilis, Inc. hereinafter referred to as "CONSULTANT."

WITNESSETH:

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

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

2. Compensation and Reimbursement

   2.1. CITY shall pay CONSULTANT a fee of seventy-two thousand and no/100 Dollars ($72,000.00) for the Services as specified in Exhibit "A."

   2.2. CONSULTANT shall submit invoices monthly, or if agreed in writing by the Parties, on a schedule of two invoices, 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 payment being made upon satisfactory completion of the Services. All payments made under this Agreement shall be made from currently available funds.

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

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

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

3.2 CONSULTANT shall not disclose any reports, recommendations, conclusions, or other results of the Services, the existence of, or the subject matter of this contract without the prior written consent of CITY.

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

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

4. **Proprietary Rights**

4.1 The work product of the Services shall be limited to the viewable reports set forth more specifically in Exhibit “A.”

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

This Agreement shall be effective on the date of signing and expire upon completion of the Services. This Agreement shall be subject to termination upon a ten (10) day written notice at any time by CITY. In the event of termination prior to the completion of the Services for reasons other than for cause, payment shall be made for services performed through the effective termination date including reimbursable expenses then due. This payment shall be the CITY’s sole obligation to CONSULTANT. In addition, upon termination or expiration of this Agreement, CONSULTANT shall return to CITY any and all equipment, documents, or materials, and all copies made thereof, which CONSULTANT received from, and/or developed for CITY for the purposes of this Agreement.

6. Right to Audit

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

7. Indemnification

CONSULTANT (THE “INDEMNIFYING PARTY”), SHALL AT ITS SOLE COST INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, TOGETHER WITH THE CITY’S OFFICERS, AGENTS, COUNCIL MEMBERS, EMPLOYEES, ATTORNEYS AND REPRESENTATIVES (COLLECTIVELY, INCLUDING THE CITY, THE “CITY INDEMNIFIED PARTIES”), FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, DEMANDS, CAUSES OF ACTION, CLAIMS, JUDGMENTS, SUITS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES) MADE BY ANY THIRD-PARTY, TO THE EXTENT ARISING FROM OR RELATED TO THE SERVICES PROVIDED BY CONSULTANT PURSUANT TO THIS AGREEMENT (COLLECTIVELY, “INDEMNIFIED CLAIMS”), REGARDLESS OF THE LEGAL THEORY ASSERTED BY ANY THIRD PARTIES AND REGARDLESS OF WHETHER THE DAMAGES OR CLAIMS OF THIRD PARTIES ARE KNOWN OR FULLY APPRECIATED AT THIS TIME BY CONSULTANT OR THE CITY. THE INDEMNITIES IN THIS AGREEMENT ARE SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED OR PROVED THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED IN WHOLE OR IN PART BY ANY ACT, ERROR, OMISSION, NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL CONDUCT, BREACH OF CONTRACT, BREACH
OF WARRANTY, VIOLATION OF STATUTE OR COMMON LAW, VIOLATIONS OF THE STATE OR FEDERAL CONSTITUTIONS, OR ANY OTHER CONDUCT WHATSOEVER OF THE CITY INDEMNIFIED PARTIES. CONSULTANT SHALL USE LEGAL COUNSEL REASONABLY ACCEPTABLE TO THE CITY IN CARRYING OUT ITS OBLIGATIONS HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT. THIS INDEMNIFICATION IS NOT INTENDED TO APPLY TO CLAIMS MADE AGAINST THE CITY INDEMNIFIED PARTIES RESULTING FROM 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 Agreement pursuant to its governmental function and that nothing contained in this Agreement shall be construed as constituting a waiver of the CITY’S governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. Notwithstanding anything to the contrary herein, the parties hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the CITY’S immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practices and Remedies Code (“CPRC”), including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

8. Insurance

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

A. **Workers’ Compensation and Employers’ Liability**

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

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

PAGE 4
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.

8.2 **General Provisions for all Insurance Coverage**

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

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

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

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

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

F. SUBROGATION - CONSULTANT must waive all rights of subrogation against the City of Irving for bodily injury (including death), property damage, or any other loss arising from work performed by the CONSULTANT for the CITY.

G. RESPONSIBILITY - Approval, disapproval, or failure to act by the CITY regarding any insurance supplied by the CONSULTANT or its subcontractors shall not relieve the CONSULTANT of full responsibility or liability for damages and accidents as set forth in the contract documents.

H. ACCEPTABILITY - The CITY retains the right to approve the acceptability of insurers. As a general rule, the CITY will accept insurers authorized to transact business in the State of Texas with an A.M. Best rating of “A-VI,” or better.

I. PAYMENT OF PREMIUMS - Companies issuing insurance policies shall have no recourse against the CITY for payment of any premiums or assessments for any deductibles which are the sole responsibility and liability of the CONSULTANT.

J. PROOF OF INSURANCE - 1) CONSULTANT must submit to the City of Irving proof of all insurance coverages required by the contract. 2) Proof of insurance shall be furnished to the City on the ACORD certificate form, provided the appropriate endorsements for Additional Insured and Amendment of Cancellation with 30-day notice are included. 3) If requested by the CITY, the CONSULTANT must provide copy of the Declaration Page of the policy with all relevant policy endorsements, including endorsement showing City of Irving as additional insured, within fifteen (15) days of request. Copy must be signed by the CONSULTANT and notarized. 4) Required proof of insurance must be provided by CONSULTANT before the CITY will authorize any work to be performed under this proposed contract. 5) The CITY reserves the right to request a complete copy of all insurance policies at any time.

9. Notices

All notices and billings shall be in writing and sent to the following addresses:

To CITY: City of Irving
Attn: Donna Starling  
Water Programs Manager  
Water Utilities Department  
333 Valley View Lane  
Irving, TX 75061  
or  
dstarling@cityofirving.org  

To CONSULTANT:  

10. General  

10.1 The terms and conditions of Sections 3, 4, 6, and 7 hereof shall survive the termination of this Agreement or completion of the Services, as the case may be.  

10.2 CONSULTANT shall perform the Services as an independent contractor and shall not be considered an employee of CITY for any purpose whatsoever, including, but not limited to, entitlement to CITY employee benefits. CONSULTANT hereby expressly waives any claim or entitlement to such benefits.  

10.3 CONSULTANT shall not export, directly or indirectly, any technical data acquired from under this Agreement or any products utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval.  

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

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

10.6 This Agreement shall be governed by the laws of the State of Texas. Venue of any action arising from this Agreement shall be in Dallas County, Texas.
10.7 This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties, except that a party may change its address for notices by providing written notice to the other party.

10.8 The above shall constitute the entire understanding between CONSULTANT and CITY respecting the Services described herein. The terms and conditions of the purchase order shall have no effect upon this Agreement and shall be used for accounting purposes only.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CITY OF IRVING, TEXAS

CONSULTANT: UTILIS, INC.

By: ____________________________  By: ____________________________

City Manager or Designee  Jodi Kowarsky
# ACKNOWLEDGMENT

## CORPORATE ACKNOWLEDGMENT

THE STATE OF ____________________  §
COUNTY OF ______________________  §

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

________________________________________         _______________________________________
(Print Name)                                        (Print Title)

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of ________________, A.D., 2______.

_________________________________
Notary Public In and For

My Commission expires: ______________________
Exhibit B
Release of Critical Infrastructure Information Agreement

Overview:

The City of Irving ("City") and Utilits, Inc., d/b/a Asterra ("Consultant") are entering into an agreement with respect to satellite leak detection services for critical City infrastructure. As a condition to Consultant receiving access to City’s critical infrastructure information, City requires Consultant to agree to certain terms of access.

This Agreement consists of the signature page and the following attachments that are incorporated in this agreement by this reference:

1. Attachment 1: Texas Homeland Security Act Terms and Conditions

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

------------------------------------------ City of Irving, TX
(Consultant) (City)

Jade Kovarsky
(Authorized Signature) City Manager or Designee
Objective: To ensure that the dissemination of documents or records that contain information about critical infrastructure has been thoroughly reviewed and approved prior to its release to third parties or non-City of Irving employees.


2. **Critical Infrastructure**: "Critical infrastructure" includes all public or private assets, systems, and functions vital to the security, governance, public health and safety, economy, or morale of the state or the nation. Texas Government Code §421.001(2).

For guidance, examples of “critical infrastructure” as determined by the Open Records Division of the Office of the Texas Attorney General include:
- TxDOT list of critical bridges and tunnels, OR2003-9082.
- Courthouse, OR2006-11806.
- Austin Bergstrom International Airport communications network, OR2007-4805.
- City water mains, OR2005-07574.
- City's radio communication system, supported by statement describing it, is critical infrastructure. OR2004-6953
- LCRA’s fiber optic system, supported by description that it transmits mobile radio traffic of public safety entities, is critical infrastructure. OR2003-8462
- Design of city wide Wi-Fi system, described as source of data communication of city's first responders, is critical infrastructure. OR2006-06282
- ARC GIS layer file of current and future water & sewer lines, identifying all pipes, valves, check valve and sampling stations of potable water system, is critical infrastructure. OR2006-06481

3. **Confidentiality**: The parties acknowledge that by reason of their relationship to each other hereunder, Consultant will have access to certain information and materials concerning City's technology and critical infrastructure that is confidential by law (“Confidential Information”). Consultant agrees that it will not use in any way for its own account, except as provided herein, nor disclose to any third party, any such Confidential Information revealed to it by City without City's prior authorization in writing. Consultant will take every reasonable precaution to protect the confidentiality of such Confidential Information. The Consultant acknowledges that unauthorized use or
Disclosure thereof will cause the disclosing party irreparable harm that could not be compensated by monetary damages. Accordingly, Consultant agrees that City will be entitled to injunctive and preliminary relief, without the posting of any bond or other security, to remedy any actual or threatened unauthorized use or disclosure of City’s Confidential Information.

4. **Term, Termination and Survival:** This Agreement will remain in effect until the completion of Consultant’s services and termination of the underlying agreement. Upon such time, Consultant shall return or destroy all City Confidential Information within ten (10) business days and certify such return or destruction to City in writing.

5. **MISCELLANEOUS**

5.1 **Severability:** If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

5.2 **Waiver:** The failure of any party to enforce any of the provisions of this Agreement will not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

5.3 **Assignment:** Neither party may assign this Agreement, in whole or in part, without the other party’s prior written consent. Any attempt to assign this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement is for the benefit of and will be binding upon the parties' respective successors and permitted assigns.

**Attachment 2 - Critical Infrastructure Information Release Guidelines:**

The following provisions should be adhered to, when and where applicable, with respect to the exchange and possession of City of Irving confidential information.

- a list of all THIRD PARTY associates that will access confidential information; (“Authorized persons”)
- a guarantee from the THIRD PARTY that it will, while in transmission between CITY and THIRD PARTY and in possession of THIRD PARTY, protect confidential information with, at minimum, either
  - 3DES – Triple DES with a key length of 168 bits, or
  - AES – Advanced Encryption Standard with a key length of 192 bits;
- THIRD PARTY shall take action to protect and safeguard all information from loss, destruction, theft, and/or intentional / negligent access / misuse / observation / eavesdropping by anyone who is not an authorized person.
- THIRD PARTY shall provide company security & privacy policy and confidential statement for City to review prior to the start of this project.
Standards:

The City of Irving reserves the right to set forth standards for the release of critical infrastructure information to third parties.

The current standard for requesting approval for release of critical infrastructure information is by submitting an email to the Water Utilities Director.

Updated March 2024
Resolution -- Appointments to the Trinity River Authority of Texas (TRA) Advisory Committee for the Central Regional Wastewater System

Administrative Comments

1. This item is recommended by the Water Utilities Department. It supports Irving Future in Focus: Infrastructure Investment – Maintain water, wastewater, and drainage infrastructure.

2. **Impact:** The resolution ensures that the City of Irving is represented on the Trinity River Authority’s Advisory Committee to consult with and advise the Authority on future capital projects, plans of expansion, operational issues, methods for improved services, and on the proposed annual budget.

3. The Bylaws specify that a voting member and an alternate representative be appointed to serve on the committee. The alternate representative will serve as the voting member in the event the voting member is unable to attend.

4. Todd Reck, Water Utilities Director, is the current voting member and Steve Pettit, Assistant Water Utilities Director, is the alternative representative.

5. This resolution will reappoint Todd Reck and Steve Pettit to an additional term of twelve months.

**Recommendation**

The resolution be approved.

**ADDITIONAL COMMENTS:**

**Contract Required:** Yes

**Previous Action:** RES-2023-151
RES-2022-152, RES-2021-174
RES-2020-143, RES-2019-165
RES-2018-161, RES-2017-184
RES-2016-177, RES-2015-176
RES-2014-188, RES-2013-172
RES-2012-182,
October 10, 1973, RES-2011-145,

**Discretionary Contract Disclosure Form Required:** No

**Certificate of Interested Parties (Form 1295) Required:** No

**TGC 2270 Verification Form Required:** No

**TGC 2270 Verification Form Required:** No

**ATTACHMENTS:**

Alternate Contracting Party (PDF)
CURRENT YEAR FINANCIAL IMPACT:

N/A

REVISION INFORMATION:

Prepared: 2/22/2024 04:48 PM by Regina Dearing
Last Updated: 2/22/2024 04:48 PM by Regina Dearing
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 14453)

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

SECTION I. THAT the City Council hereby appoints Todd Reck, P.E., to serve as a voting member, and Steve Pettit, P.E., as an alternate representative, of the Advisory Committee for the Trinity River Authority’s Central Regional Wastewater System.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on March 21, 2024.

__________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

__________________________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

__________________________________________
Kuruvilla Oommen
City Attorney
DATE: February 21, 2024

FILE: 3110.102

TO: MEMBERS, Advisory Committee
   Central Regional Wastewater System

RE: Authorized Contracting Party Representative and
    Authorized Alternate Representative

In compliance with the contracting parties' contracts and Central Regional Wastewater System Bylaws, the governing body of each of the Contracting Parties annually shall appoint one of the members of its governing body or one of its employees as a voting member of the Advisory Committee. The term of membership on the Advisory Committee shall be at the pleasure of each governing body represented, respectively, and each member shall serve until replaced by such governing body. The Central Regional Wastewater System Bylaws state that an alternate representative should be appointed.

Please complete the attached authorized representative and alternate representative form and have it executed by your authorized official.

It is requested that this form be returned to us by March 22, 2024. You may send an electronic copy to Lisa Allen, Executive Assistant, Northern Region, at allenl@trinityra.org.

If you have any questions about this, please contact me at 817-493-5100 or jalbertm@trinityra.org.

MATTHEW S. JALBERT, PE
Executive Manager
Northern Region

/lma

Attachment
CENTRAL REGIONAL WASTEWATER SYSTEM
ADVISORY COMMITTEE

CONTRACTING PARTY: City of Irving

In accordance with ARTICLE VI ADVISORY COMMITTEE of the Contracting Party Contracts and the Bylaws of the Central Regional Wastewater System, the following individual has been appointed as the Contracting Party Representative and Voting Member for a twelve month period. In addition, an Alternate Contracting Party Representative is also named.

<table>
<thead>
<tr>
<th>CONTRACTING PARTY REPRESENTATIVE</th>
<th>ALTERNATE REPRESENTATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Todd Reck, P.E.</td>
<td>Steve Pettit, P.E.</td>
</tr>
<tr>
<td>Name</td>
<td>Name</td>
</tr>
<tr>
<td>Water Utilities Director</td>
<td>Assistant Water Utilities Director</td>
</tr>
<tr>
<td>Title</td>
<td>Title</td>
</tr>
<tr>
<td>333 Valley View Ln., Irving TX 75061</td>
<td>333 Valley View Ln., Irving TX 75061</td>
</tr>
<tr>
<td>Address</td>
<td>Address</td>
</tr>
<tr>
<td><a href="mailto:treck@cityofirving.org">treck@cityofirving.org</a></td>
<td><a href="mailto:spettit@cityofirving.org">spettit@cityofirving.org</a></td>
</tr>
<tr>
<td>Email</td>
<td>Email</td>
</tr>
<tr>
<td>972-721-2103</td>
<td>972-721-3538</td>
</tr>
<tr>
<td>469-446-2702</td>
<td>214-876-5566</td>
</tr>
<tr>
<td>Phone</td>
<td>Phone</td>
</tr>
<tr>
<td>Cell</td>
<td>Cell</td>
</tr>
</tbody>
</table>

MAYOR/CITY MANAGER

DATE

CONTACT FOR OPERATIONAL EMERGENCY: (If other than Contracting Party Representative)

<table>
<thead>
<tr>
<th>Tommy Patterson</th>
<th>Utility Operations Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
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</tr>
<tr>
<td>972-721-2244</td>
<td>469-446-1581</td>
</tr>
<tr>
<td>Phone</td>
<td>Cell</td>
</tr>
<tr>
<td><a href="mailto:tpatterson@cityofirving.org">tpatterson@cityofirving.org</a></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
</tr>
</tbody>
</table>

COMPLETED FORM CAN BE RETURNED ELECTRONICALLY TO allenl@trinityra.org
OR MAILED TO:

Lisa Allen
Executive Assistant, Northern Region
Trinity River Authority of Texas
P. O. Box 240
Arlington, TX 76004-0240

If you have questions, please contact Lisa Allen at 817-493-5100.
Resolution -- Agreement between the City of Irving and Quality Investment Properties Irving, LLC. in the Total Estimated Amount of $417,540 or Data Center Services.

**Administrative Comments**

1. This item is recommended by the Information Technology Department and supports Future in Focus: Government Sustainability – Improve efficiency through data, technology, and thoughtful, innovative approaches.

2. **Impact:** Leasing rack space at a colocation facility enables the City of Irving to upgrade police and fire vehicle computers to 5G backhauls, significantly enhancing emergency response capabilities. This transition not only promises cost savings on internet connections but also leverages our city-owned fiber for a more resilient and reliable disaster recovery (DR) Datacenter. By consolidating our DR infrastructure into a facility built for high availability and security, we ensure continuous operation of critical services. This move represents a strategic investment in technology that improves both efficiency and public safety, while optimizing our resources and infrastructure.

3. A one-time set up cost of $6,060.00 and annual estimated amount is $22,272.00 for first year is available in the Technology Fund.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Annual Estimated Amt</th>
<th>Fiscal Year(s)</th>
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<td>2023-2024</td>
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<td>10/1/24 – 09/30/25</td>
<td>$83,790.00</td>
<td>2024-25</td>
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<td>10/1/28 – 05/31/29</td>
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<td>2028-29</td>
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<tr>
<td><strong>TOTAL ESTIMATED AMOUNT</strong></td>
<td></td>
<td><strong>$ 417,540.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

**ADDITIONAL COMMENTS:**

- **Contract Required:** Yes
- **Review Completed By:** Carolyn Matthis
- **Previous Action:** N/A
- **Council Action:** N/A
- **Discretionary Contract Disclosure Form Required:** No
- **Certificate of Interested Parties (Form 1295) Required:** Yes
- **TGC 2271 Verification Form Required:** Yes
- **TGC 2274 Verification Form Required:** Yes
ATTACHMENTS:
QTS GLOBAL TERMS AND CONDITIONS -CITY OF IRVING (clean v3.15.24)  (PDF)
City of Irving Quote  (PDF)
City of Irving - October Deployment  (PDF)

CURRENT YEAR FINANCIAL IMPACT:

60277500-630005  Budget: $28,332.00  Actual: $28,332.00
Budget Adjustment/Transfer Required: No
Purchase orders will be issued as needed

REVISION INFORMATION:

Prepared: 3/11/2024 10:08 AM by Tiffany Light
Last Updated: 3/15/2024 11:09 AM by Tiffany Light
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves Master Agreement in a form substantially similar to the attached agreement - between the City of Irving and Quality Investment Properties Irving, LLC in the amount of $28,332.00 for the period of April 1, 2024, through September 30, 2024, in the estimated amount of $83,790.00 for the period of October 1, 2024, through September 30, 2025, in the estimated amount of $83,148.00 for the period of October 1, 2025, through September 30, 2026, in the estimated amount of $86,478.00 for the period of October 1, 2026, through September 30, 2027, in the estimated amount of $89,940.00 for the period of October 1, 2027, through September 30, 2028, in the estimated amount of $45,852.00 for the period of October 1, 2028, through May 31, 2029, subject to funds being appropriated in Fiscal Years 2023-2024, 2024-2025, 2025-2026, 2026-2027, 2027-2028, 2028-2029 for Data Center Services, and the City Manager or designee is authorized to execute said agreement upon final approval by the City Attorney.

SECTION II. THAT funding is available in 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.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on March 21, 2024.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
NOTE: Each country-specific master country agreements (“MCA”) is intended to be incorporated into these Global Terms and Conditions (“the Master Agreement”) and Services provided in any country outside the United States may not be ordered in a country until the Master Agreement and applicable master country agreements are fully executed.

Global Terms and Conditions

The Master Agreement is effective as of the date the last party executes this agreement, (“Effective Date”), and are hereby agreed to by The City of Irving, a Texas home rule municipal corporation (“Customer”) and any QTS Affiliate that enters into a Work Order incorporating the Master Agreement (“QTS”). Capitalized terms used herein shall have the meaning given in the body and the definition section of the Master Agreement. The Master Agreement contain terms and conditions applicable to each QTS product offering and all product specific terms may not be applicable to each Service.

1. LICENSES OF CUSTOMER SPACE AND ORDERS FOR SERVICES. The Master Agreement is an agreement under which Customer may license Customer Space and order Services from time to time by the execution of a Work Order between Customer and QTS. To the extent of any inconsistency between the Master Agreement, an Exhibit/Addendum, a Work Order, or an MCA the order of precedence shall be as follows: (i) a Work Order; (ii) an Exhibit/Addendum; (iii) the MCA; then (iv) the Master Agreement. Each MCA (i) is only binding upon the QTS Affiliate executing the applicable Work Order governed by the MCA, and (ii) only affects Work Orders placed under the MCA. The QTS Affiliates shall not be deemed jointly and severally liable for any obligations undertaken by one of them pursuant to the MCA or any Work Order.

2. TERM. The term for the Master Agreement shall begin on the Effective Date, and expire at the termination or expiration of the Work Order associated with the Customer Space. The term for each Work Order shall begin on the Start Date and expire on the Expiration Date of the Work Order. The termination or expiration of a specific Work Order will not affect Customer's other Customer Space or Services under separate Work Order(s).

2.1 Non-Appropriation. As the term of the Agreement extends across multiple budget years, Customer’s performance and obligation to pay under this this Agreement shall be subject to annual appropriation by the Irving City Council in the annual budget. Notwithstanding anything in the Agreement to the contrary, if Customer terminates a Work Order for lack of funding due to the non-appropriation of funds for the Customer's following fiscal year, Customer shall be entitled to terminate the affected Work Order(s), effective on the last day funds have been appropriated, without liability for Termination Fees. Customer agrees that this provision shall only be effective if Customer provides QTS notice of such termination as soon as reasonably practical after its notice of the non-appropriation. Customer shall use best efforts to obtain an appropriation in the full amount required under this Agreement.

3. FEES AND PAYMENT TERMS

3.1. Payment Terms. Except as otherwise set forth on a Work Order, QTS will invoice Customer for all Customer Space and Services on a monthly basis, with fixed Monthly Recurring Charges invoiced in advance and all other charges invoiced in arrears. Fees will accrue from the Start Date, and Customer will be liable for Fees for the full Term specified in each Work Order. Customer shall pay, by check or wire transfer, each invoice in full upon receipt.

3.2. Disputes. Customers may reasonably dispute any portion of an invoice provided such dispute is made (a) in writing with sufficient detail as to (i) the nature of the claim, (ii) the amount disputed and (iii) the specific Service(s) and related charges disputed; and (b) within thirty (30) days from the date of the invoice (after which time Customer agrees all amounts charged on the invoice are deemed accurate). A dispute as to any portion of an invoice does not relieve Customer from timely payment of the undisputed portion.

3.3. Ability to Pay/Security Deposit. Upon request, Customer shall provide QTS with information reasonably requested by QTS to determine Customer’s ability to pay. A security deposit equivalent to two (2) months of monthly recurring fees, as set out in a Work Order, may be required to accompany each Work Order or in the event of a payment default. Upon notice to the Customer, the security deposit shall be applied to any past due amounts with any short fall or overage adjustment applied to the fees for the last one or two months of Customer Space or Services. If Customer's entire security deposit has been applied to past due amounts, QTS may require that Customer provide an additional security deposit in an amount not to exceed two (2) months of monthly recurring fees, as set out in the most current Work Order(s). In the event of a breach of the Master Agreement by Customer, QTS shall, without limiting its remedies otherwise available, have the right to apply the deposit to the damages suffered by QTS as a result of such breach. QTS shall not be required to keep the security deposit in trust, segregate it or keep it separate from QTS’ general funds, and QTS may commingle the security deposit with its general funds. Customer shall not be entitled to interest on such deposit.

3.4. Late Payments. Any undisputed payment not received by QTS within thirty (30) days of the Customer's receipt of the invoice shall be considered late and will accrue interest at a rate of one and one-half percent (1 1/2%) per month (compounded monthly), or the highest rate allowed by applicable law, whichever is lower.

3.5. Taxes, Fees and Charges. Customer is tax exempt and shall provide to QTS evidence of tax exemption no later than the Start Date for the first Work Order. If Customer is not exempt, Customer shall be responsible for all taxes and other government fees and charges related to or resulting from the provision of Customer Space or Services, except for taxes based on QTS’ net income.

4. SPACE AND SERVICES

4.1. QTS agrees to provide the Customer Space and Services, and Customer agrees to pay the applicable fees for the Customer Space licensed and the Services set forth in each Work Order. QTS shall provide the following Services in connection with the Customer Space and in accordance with the Service Level Agreement:

4.1.1. Physical security for the Data Center(s) (security station and personnel, 24 hours/day, 365 days/year);
4.1.2. Power to the Customer Space and generator back-up to the Data Center(s);
4.1.3. Data Center environmental controls (temperature and humidity); and 4.1.4. Security alarms and fire alarm/suppression systems for the Data Center(s).

4.2. QTS shall use commercially reasonable efforts to complete the build-out and make the Customer Space available to Customer on or before the any agreed upon target date. Build-out shall mean QTS’ construction and installation of the Customer Space pursuant to the Work Order.

4.3. QTS shall provide cabling for services (i.e. network services, network monitoring) and maintenance on equipment and cabling owned by QTS up to the Point of Demarcation. Except as otherwise agreed pursuant to a separate Work Order, QTS shall not provide installation, configuration, connection, inter-connection, maintenance or support for any cabling, lines or equipment which is not owned or operated by QTS, whether or not such cabling, lines or equipment occurs before or after the Point of Demarcation.


5. CUSTOMER USE OF THE CUSTOMER SPACE AND SERVICES

5.1. Prohibited Activities, Use and Access.

5.1.1. Customer represents and warrants that neither it nor any of its subsidiaries or affiliates appear on the United States Department of Treasury, Office of Foreign Asset Controls list of Specially Designated Nationals and Blocked Persons and is not otherwise a person to whom QTS may not provide the Customer Space or Services under applicable US, EU, UK or UN sanctions. Customer may not (i) provide access to the Customer Space or Services to any person (including any natural person or government or private entity) that is located or ordinarily resident in, or use the Customer Space or Services for any transactions or other activities that involve, Cuba, Iran, North Korea, Syria, or the Crimea region (including Sevastopol) or any person (including any natural person or government or private entity) that is otherwise targeted by the UN, EU, UK or US economic or financial sanctions; and/or (ii) use the Customer Space or Services for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles.

5.1.2. Customer confirms that it is not, and shall not become Controlled (individually or in the aggregate) by one or more legal entities or natural persons targeted by the UN, EU, UK, or US economic or financial sanctions (including but not limited to asset freeze measures). If Control of the Customer changes during the term of the Agreement such that the foregoing representation is no longer accurate, the Customer must promptly notify QTS to enable its compliance with applicable sanctions laws and regulations.

5.1.3. Customer will comply with applicable export/re-export, sanctions, import and customs laws and regulations (including U.S. sanctions and export regulations) (“Sanctions Laws”). In addition, Customer will not be listed on, or Controlled by an entity or person which is subject to, nor located in or organized under the laws of a country subject to, U.S. or E.U. embargo. Notwithstanding anything to the contrary in the Agreement, QTS reserves the right to terminate the Agreement immediately upon written notice to Customer if QTS reasonably determines that Customer is not in compliance with this Section or is causing QTS to be exposed to violations under Sanction Laws.

5.2. Permitted Use.

5.2.1. Customer shall use the Customer Space only for placement and maintenance of telecommunications and computer equipment and related personal property in accordance with the Agreement. Customer shall not store any parts or equipment in the Customer Space other than Customer Equipment which is operational and integral to the use of the network, unless otherwise authorized by QTS. Customer shall not install any equipment or personal property (including QTS Provided Equipment and Facilities) in the Customer Space (including, without limitation, ramps, and aisles therein) that individually or in combination exceeds 1,250 pounds per tile in the United States.

5.2.2. Customer shall provide all end-user equipment, software and all other telecommunications, Internet access and related equipment that Customer deems necessary or desirable for Customer’s use of the Customer Space as permitted by the Agreement. Except as otherwise agreed to pursuant to a Work Order, Customer shall be solely responsible for installation, removal, operation, replacement, maintenance, configuration, connection, inter-connection, and all other support in connection with (a) all Customer Equipment to be used by Customer in the Customer Space, including without limitation, QTS Provided Equipment, and (b) all telecommunications, data, Internet and power cabling or lines and connections from the Point of Demarcation.


5.3. Power Capacity and Circuit Utilization.

5.3.1. Unless specifically set forth on a Work Order, Customer is entitled to use up to, but not to exceed, 150 watts of electric power per square foot (150 W/ft2) in the United States of Customer Space ("Power Capacity"). QTS will notify Customer when electric power usage reaches 90-95% of Power Capacity. In the event that Customer’s electric power consumption exceeds 100% of Power Capacity consistently for five (5) consecutive hours (“Excess Demand”), Customer agrees that it will immediately reduce its electric power consumption to below 100% of Power Capacity, execute a Work Order to increase Power Capacity or to upgrade to a High Density (“HD”) environment. If contiguous customer space is not available, Customer must immediately reduce its electric power consumption to below 100% of Power Capacity. If Customer does not execute a Work Order to increase Power Capacity within five (5) days after receipt of notice from QTS of Excess Demand, or fails to reduce its electric power consumption, Customer will be subject to suspension of electric power.

5.3.2. The maximum utilization on any primary power circuit or primary/redundant circuit pair is 80% of the maximum capacity of the primary power circuit or 80% across the primary/redundant circuit pair. Customer shall take the necessary precautions to avoid exceeding 80% utilization on any primary power circuit or across the primary/redundant circuit pair. In the event that Customer’s utilization exceeds 80% of maximum capacity on any primary power circuit or across the primary/redundant circuit pair, Customer shall be subject to an overage fee equal...
to 125% of the monthly recurring charge for the primary circuit and the power related remedies and Service Level Credits set forth in Exhibit A shall not apply.

5.4. Access to Data Center(s) and Customer Space

5.4.1. Customer's 24 x 7 x 365 access to the Customer Space and the Data Center(s) will be limited solely to the Representatives identified on the then current Customer Access Roster. Customer represents and warrants that the information contained therein shall be true, complete and accurate in all respects. QTS shall have no obligation to verify that any information contained in the Customer Access Roster then on file with QTS is current or accurate, and QTS shall be entitled to rely upon all such information in admitting persons identified therein to the Data Center(s). QTS may require a Representative to be accompanied by an authorized QTS representative or security personnel. QTS shall have the right to refuse access, or limit access, to the Data Center(s) to any person who is not a Representative or to any Representative whom QTS (in its sole discretion) considers to be a risk to security or to the safety of persons or property, or who is not qualified to perform the tasks for which such person purports to access the Customer Space, or for any other lawful reason.

5.4.2. Throughout the Term of the Agreement, Customer shall maintain the Customer Space in an orderly and safe condition in accordance with all applicable Laws, and the Rules and Regulations. Customer shall be responsible for and shall properly maintain in accordance with manufacturer instructions and requirements the Customer Equipment and all personal property located in the Customer Space.

5.4.3. Security personnel may require individuals desiring access to sign-in, present photo identification, submit to physical inspection of their person and properties and otherwise answer such questions and provide such information as the security personnel may require to authenticate such person and verify that such person is an authorized Representative of Customer.

5.4.4. Customer shall not (and shall not permit its Representatives to) access, rearrange, reconfigure, disconnect, remove, repair, replace, damage or otherwise tamper with (or attempt to do any of the foregoing to) any of the Facilities or the properties or customer space of any other person using the Data Center(s). Any violation of this Section shall be material breach by Customer of the Agreement and notwithstanding any provisions contrary hereto, Customer shall pay QTS, upon demand, the cost to repair, remedy, or replace the damaged Facilities or the properties or customer space of its customers.

5.4.5. In addition to the requirements set forth herein, Customer's access shall be subject to any and all rules, regulations, security and access requirements imposed by QTS governing the Data Center(s), including without limitation, Rules and Regulations and the visitor acknowledgment and release executed by Customer's Representatives. Customer agrees (and shall cause each of its Representatives) to strictly abide by all such requirements for the Data Center. Customer agrees to periodically access the website and familiarize itself with the then current version of the Rules and Regulations. Notwithstanding, QTS agrees to provide Customer with thirty (30) days' notice of any changes to said Rules and Regulations.

5.4.6. QTS retains the right to access the Customer Space at any time for any legitimate business purpose of QTS including, without limitation, for the installation, inspection, removal, relocation, replacement, and scheduled or emergency Facilities Maintenance. Customer shall provide a safe place for QTS personnel to work within the Customer Space.

6. REMOTE HANDS, FACILITIES MAINTENANCE, CROSS CONNECTS

6.1. Remote Hands is available as both a subscription and an ad hoc service. QTS shall perform Remote Hands as requested by Customer on an as needed basis. Except as otherwise set forth in the Agreement, Remote Hands Services shall be billed in quarter-hour increments and shall include all time expended to receive Customer instructions, travel to and return from Customer Space, perform the operations and report any findings or results excluding the cost of any materials or equipment supplied by QTS. Remote Hands Services shall be provided to the Customer Equipment within the Customer Space only pursuant to the express instructions of Customer, and as such, Customer hereby releases and shall hold QTS, its employees and contractors harmless from and against all Losses relating to QTS' performance of such Remote Hands Services actions in accordance with Customer's express instructions. Customer agrees that all requests for Remote Hands Services will be billed to Customer at the rates specified, provided that QTS shall waive all or a portion of such Remote Hands fees, where the need for such service arises out of a system failure directly caused by QTS. The response time for Remote Hands Services will be based upon available resources at time of Customer request.

6.2. QTS shall perform such janitorial services, environmental systems maintenance, power plant maintenance and other maintenance actions as QTS deems necessary or desirable with respect to the Data Center(s) in which the Customer Space is located. QTS may from time to time perform Facilities Maintenance. Customer acknowledges and agrees that the performance of Facilities Maintenance and Customer Maintenance may cause the network to be temporarily inaccessible and the Services temporarily unavailable to Customer. QTS will use its commercially reasonable efforts to conduct such Facilities Maintenance in a manner and at such times so as to avoid or minimize the inaccessibility of the network and/or unavailability of the Services. Customer may access the Facilities Maintenance schedule through the QTS customer portal. If Facilities Maintenance is expected to interrupt access to the network or the availability of Customer’s Services, QTS shall give Customer notice by e-mail prior to conducting such maintenance, identifying the time and anticipated duration of the Facilities Maintenance.

6.3. crossConnect Service

6.3.1. Upon the prior express written consent of QTS, Customer may cross connect the Customer Equipment with equipment or services of any other customer of QTS within the Data Center. QTS’ acceptance of Customer's crossConnect order via the online portal or executed Work Order shall be deemed its consent to the cross connection. Failure to obtain the prior written consent of QTS shall constitute a material breach of the Agreement and QTS may immediately remove such impermissible cross connects and/or immediately terminate or suspend the Services. All Multi-fiber Cable facilities, crossConnect, Innerduct or Conduit interconnections in the Data Center shall be installed and/or maintained by QTS or its authorized representative.

6.3.2. Customer shall submit a LOA/CFA to QTS for all new crossConnect requests which shall, if applicable, be subject to the consent of the third party receiving the requested connection. The LOA/CFA shall contain the necessary permissions and third party's consent to the requested connection. Pursuant to a LOA/CFA, Customer authorizes QTS to act as its agent to facilitate such crossConnect Services with the third party identified in the LOA/CFA.

6.3.3. QTS will be responsible (i) for any extension of the crossConnect Service to the Customer Space; (ii) if applicable, turn-up of the crossConnect circuit between the Data Center and local carrier hotel; and (iii) completion of end-to-end testing of the crossConnect Service with the Customer. The Responsibility Matrix for crossConnect Services located at https://www.qtsdatacenters.com/company/legal/responsibility-matrix-home/crossconnect-matrix shall hereby be incorporated by this reference.

6.3.4. With respect to the crossConnect Service, Customer shall (i) provide QTS with a maintenance contact list for QTS to contact
when necessary; (ii) provide QTS with access to the Customer Space to turn-up the crossConnect circuit; (iii) complete end-to-end testing of the crossConnect circuit with QTS; (iv) connect the crossConnect extension to the Customer Equipment; and (v) promptly notify QTS of any availability issues with the crossConnect Service. If any availability issues arise, QTS will troubleshoot and isolate any faults between the Point of Demarcation and the MMR, minimum point of entry or Customer Space.

7. MUTUAL REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION. Each party represents, warrants and covenants that: (i) it has and will maintain the legal right to use, operate and locate its equipment in the Data Center; (ii) the performance of its obligations hereunder will not violate any applicable Laws; (iii) neither the execution of the Agreement nor the performance of its obligations hereunder will constitute a breach by it of any agreements to which it is a party or by which it is bound; (iv) it is not engaged in any business that is directly or indirectly involved in any form of modern slavery (including forced labor and human trafficking); and (v) it has duly, authorized, executed and delivered the Agreement and the Agreement constitutes a legal, valid and binding obligation of such party and shall be enforceable against such party in accordance with its terms. Customer further represents, warrants and covenants that all equipment, materials and other tangible items placed by it at Data Center will be installed, operated, used and maintained in material compliance with all applicable Laws, Rules and Regulations and manufacturer specifications. Customer will hold harmless QTS, and its representatives, agents, employees, officers, directors, members, partners, principals, managers, affiliates, lenders, contractors, subcontractors from any and all Losses arising from or relating to: (i) any bodily injury or property damage caused by Customer's or a Customer Party's negligence or willful misconduct; (ii) any claim, action or omission by a customer or end-user of Customer or other third party, relating to, or arising out of, Customer's or any of its customers' services or the Customer Space licensed or Services provided under the Agreement (including claims arising from or relating to interruptions, suspensions, failures, defects, delays, impairments or inadequacies in any of the aforementioned Licenses or Services); and (iii) any claim, action or omission by a customer or end-user of a Customer or other third party relating to or arising out of a violation of the AUP by Customer, a Customer Party or any end user or customer of Customer.

Governmental Immunity. The parties acknowledge and agree that City is entering the Agreement pursuant to its governmental function, and the Agreement is expressly subject to the full rights, privileges, immunities and defenses to which the City is entitled by applicable federal, state or local law. Nothing contained in the Agreement shall be construed as constituting a waiver of the City's governmental immunity from suit or liability, which is expressly reserved to the fullest extent allowed by law. The parties further agree that to the extent the Agreement is determined by a court of competent jurisdiction to be 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 the Agreement is made subject to all applicable and mandatory 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.

QTS WILL INDEMNIFY, DEFEND AND HOLD HARMLESS CUSTOMER, AND ITS REPRESENTATIVES, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, PARTNERS, PRINCIPALS, MANAGERS, AFFILIATES, LENDERS, CONTRACTORS, SUBCONTRACTORS (COLLECTIVELY, INCLUDING THE CUSTOMER, THE "CUSTOMER INDEMNIFIED PARTIES") FROM ANY AND ALL LOSSES ARISING FROM OR RELATING TO ANY CLAIM THAT THE SERVICES PROVIDED BY QTS UNDER THIS AGREEMENT INFRINGE A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. NOTwithstanding ANYTHING TO THE CONTRARY IN THE FOREGOING, QTS WILL HAVE NO OBLIGATION WITH RESPECT TO ANY INFRINGEMENT CLAIM THAT IS BASED UPON: (A) MODIFICATION OF THE TECHNOLOGY OR THE SERVICES BY ANYONE OTHER THAN QTS OR ANY OF ITS AGENTS; OR (B) CUSTOMER'S COMBINATION, OPERATION OR USE OF THE TECHNOLOGY OR SERVICES WITH APPARATUS, DATA, SOFTWARE AND/OR HARDWARE THAT WAS NOT FURNISHED BY OR FOR QTS OR APPROVED BY QTS IN WRITING WHERE USE OF SUCH APPARATUS, DATA, SOFTWARE AND/OR HARDWARE GAVE RISE TO SUCH INFRINGEMENT CLAIM; OR (C) THE USE BY CUSTOMER OF THE SERVICES IN VIOLATION OF THIS AGREEMENT. THIS INDEMNIFICATION IS NOT INTENDED TO APPLY TO CLAIMS MADE AGAINST THE CUSTOMER INDEMNIFIED PARTIES RESULTING FROM NEGLIGENCE ACTS OF CUSTOMER EMPLOYEES COVERED UNDER SECTION 101.021 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE.

8. REMEDIES AND DAMAGES, AND LIMIT ON WARRANTIES

8.1. No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THE AGREEMENT, THE CUSTOMER SPACE AND SERVICES (INCLUDING ALL MATERIALS SUPPLIED AND USED THEREWITH) ARE PROVIDED "AS IS, WHERE IS", AND CUSTOMER'S USE OF THE CUSTOMER SPACE AND SERVICES IS AT ITS OWN RISK. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THE AGREEMENT, QTS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WHETHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, NONINFRINGEMENT, TITLE, OR ARISING FROM A COURSE OF DEALING, OR TRADE PRACTICE.

8.2. Damages Waiver/Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY TYPE OF INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS (WHETHER OR NOT THEY CONSTITUTE CONSEQUENTIAL DAMAGES), REPLACEMENT GOODS, INJURY TO BUSINESS OR REPUTATION, LOST BUSINESS OR CUSTOMERS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES; LOSS OF GOOD WILL, LOST OR DAMAGED DATA, INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT OR OTHER INTANGIBLE LOSSES. QTS WILL NOT BE LIABLE FOR ANY THIRD PARTY CLAIMS. EXCLUDING THE INDEMNIFICATION OBLIGATIONS IN SECTION 7, QTS' LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT WILL NOT EXCEED CUSTOMER'S FEES PAID OR PAYABLE UNDER THE APPLICABLE WORK ORDER(S) (INCLUDING TO THE EXTENT NOT YET BILLED) FOR THE TWENTY-FOUR MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATION OF LIABILITY AND DAMAGES SET FORTH IN THIS SECTION 8.2 SHALL APPLY EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER ARISING UNDER THEORY OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE AND EVEN IF SUCH PARTY'S REMEDIES FAIL TO MEET THEIR ESSENTIAL PURPOSE. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS SECTION 8.2, A PARTY'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT POSSIBLE.

8.3. Basis of the Bargain. The parties acknowledge that the prices have been set, and the Agreement is entered into in reliance upon the limitations of liability, remedies, damages, and the disclaimers of warranties and damages set forth herein, and that all such limitations and exclusions form an essential basis of the bargain between the parties. The specific remedies provided herein or in any Exhibit or Addendum are the exclusive remedies available to Customer.
9. MUTUAL CONFIDENTIALITY/ NON-SOLICIT

9.1. Disclosure and Use. Each party agrees that it will not use in any way, nor disclose to any third party, the other party's Confidential Information (which shall include the Confidential Information of any Affiliate of either party), and will take reasonable precautions to protect the confidentiality of such information, at least as stringently as it takes to protect its own Confidential Information, but in no case will the degree of care be less than reasonable care. Nothing herein shall preclude disclosure by a party: (i) to that party's affiliates, attorneys, accountants, lenders and other advisors and employees who have a bona fide need to know the other party's Confidential Information in connection with the receiving party's performance under the Agreement; (ii) with respect to the terms of the Agreement only, to any potential transferee or assignee of all or any portion of the Data Center, or in connection with a merger involving QTS, or acquisition of all or substantially all of the assets of QTS; (iii) any disclosure by QTS that is required to respond to a security threat; or (iv) any disclosure that a party concludes that it must make as a matter of Law or legal process. Each party agrees to only make copies of the other's Confidential Information for purposes consistent with the Agreement, and each party shall maintain on any such copies a proprietary legend or notice as contained on the original or as the disclosing party may request.

9.2. Exclusions from Confidentiality Obligations. Notwithstanding the confidentiality obligations required herein, neither party's confidentiality obligations hereunder shall apply to information which: (a) is already known to the receiving party (other than the terms of the Agreement); (b) becomes publicly available without fault of the receiving party; (c) is rightfully obtained by the receiving party from a third party without restriction as to disclosure; (d) such Confidential Information is approved for release by written authorization of the party having the rights in such Confidential Information; or (e) is developed independently by the receiving party without use of the disclosing party's Confidential Information. QTS acknowledges that Customer is a governmental entity subject to the Public Information Act and will comply with any lawful requests made pursuant to Chapter 552 of the Texas Government Code. Customer will provide QTS with prompt notice of any Public Information Act requests or intended disclosures and at least ten (10) business days to seek protection of QTS' Confidential Information.

9.3. Specific Performance and Injunctive Relief. Each of QTS, Customer and their respective representatives agree that a breach of Sections 9.1 and 9.2 above will give rise to irreparable injury to the other party for which damages may not be adequate compensation, and consequently, that the other party shall be entitled, in addition to all other remedies available to it at law or equity, to seek injunctive and other equitable relief to prevent a breach of Sections 7.1 and to secure the specific performance of such sections.

9.4. Non-Solicitation. Customer agrees that during the Term, and for one year thereafter, Customer will not directly or indirectly: (a) solicit, induce or encourage any employee (other than clerical employees) or independent contractor to terminate their employment with QTS or to cease rendering services to QTS, and Customer shall not initiate discussions with any such person for any such purpose or authorize or knowingly cooperate with the taking of any such actions by any other person; (b) solicit, recruit, induce for employment or hire (on behalf of Customer or any other person or entity) any employee (other than clerical employees) or independent contractor who has left the employment or other service of QTS (or any predecessor thereof) within one year of the termination of such employee's or independent contractor's employment or other service with QTS; or (c) solicit any of QTS' customers to lease, purchase or otherwise occupy data center space in the United States of America or encourage any of QTS' customers to reduce its patronage of QTS. Nothing contained in this Section 9.4 shall prohibit Customer from hiring any employee or former employee of QTS who either initiates employment discussions with Customer or responds to a general solicitation for employment issued by Customer.

10. MUTUAL INSURANCE REQUIREMENTS

10.1. Minimum Levels. Each party agrees to keep in full force and effect during the Term of the Agreement: (i) commercial general liability insurance with a combined single limit in an amount not less than $1,000,000 per occurrence, and $2,000,000 aggregate (or coverage under an "umbrella" policy in an amount not less than $3,000,000), including broad form premises and operations, independent contractors, products and completed operations, personal injury, contractual, and broad form property damage liability coverage; and (ii) workers' compensation insurance covering such party's employees in an amount not less than that required by Law. QTS shall maintain property insurance (all risks) covering QTS' Facilities, including the Data Center. Customer shall maintain property insurance (all risks) covering the Customer Space and Customer Equipment wherever located. Customer agrees that it will insure and be solely responsible for insuring the injuries to and claims of its representatives. All such policies shall be written by insurance carriers licensed in the state in which the Data Center is located, and shall be rated A-, IX or better by A.M. Best and such policies maintained by Customer shall name the other party and its lenders as additional insureds as long as the written agreement between both parties remain in force. Parties agree that upon request, they will deliver to each other the applicable certificates of insurance naming the other party as a certificate holder. Each party will cause and ensure that each insurance policy of such party required under the Agreement will provide that the underwriters waive all claims and rights of recovery by subrogation against the other party's Parties in connection with any liability or damage covered by the insurance policies.

11. TERMINATION

11.1. Termination for Cause. QTS may terminate any Work Order(s) (in whole or in part), at any time, without liability, for any one or more of the following: (a) Customer breaches any material term of the Agreement and fails to cure such breach (if susceptible to cure) within thirty (30) days after receipt of written notice of the same (provided, however, in the event the Agreement provides that termination of any rights shall be immediate for any specific breach, then such notice period shall not be required); (b) Customer has threatened the security of the Data Center or any other network or system; (c) failure to pay undisputed amounts when due, after ten (10) days written notice and failure to cure; (d) repeated violation of the AUP by Customer or its customers or end-users; (e) QTS is unable to provide Customer Space or Services due to Customer's acts or omissions; (f) Customer becomes the subject of a voluntary or involuntary proceeding relating to insolvency, bankruptcy, receivership, liquidation, or reorganization for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of the filing thereof; or (g) a court or other government authority having jurisdiction over the Services prohibits QTS from furnishing the Customer Space or Services to Customer. Customer may terminate the Work Order(s) impacted by one or more of the following: (x) QTS breaches any material term of the Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same; or (y) as specifically set forth in an Exhibit or Addendum.

11.2. Early Termination. In the event Customer desires to terminate any License or Services prior to the end of the Term (other than as provided in Section 11.1 herein), or if the Licenses or Services are terminated by QTS as provided in Section 11.1 herein, Customer shall pay a termination charge equal to 100% of the remaining Monthly Recurring Charges that would have been charged for the Customer Space and Services for the Term (as applicable on the date of said termination) (the "Termination Fees"). Such Termination Fees are not penalties, but due to the difficulty in estimating actual damages for early termination, are agreed upon charges to fairly compensate QTS.

11.3. Hold-over Customer. If Customer continues to use any Customer Space or Service after the expiration or earlier termination of the Term for such Customer Space or Service, then Customer shall remain subject to the terms and conditions of the Agreement and the Monthly Recurring Charges.
and usage charges during such hold-over period shall increase to one hundred and fifty percent (150%) of the Monthly Recurring Charges and usage charges for the last full month before expiration or earlier termination of the Term. During such hold-over period, the Agreement becomes a month-to-month Agreement and can be terminated on thirty (30) days’ notice by either party.

11.4. Suspension of Licenses or Services by QTS. QTS may suspend Customer’s access and rights to any or all Customer Space or Services and/or Customer’s rights to remove any or all of Customer’s Equipment if Customer fails to pay any undisputed sum for Customer Space or Services when due, and such failure remains uncured for a period of ten (10) business days after written notice is given to Customer by QTS. In the event of a suspension of Licenses or Services pursuant to this Section 11.4, QTS agrees that QTS may, without notice or liability, prevent Customer access to the Customer Space and/or suspend Services. If Customer’s access or Services are suspended pursuant to this Section 11.4 and QTS determines, in its sole discretion, to reconnect Customer Space or Services, Customer agrees to pay, in addition to any other fees or sums for Customer Space or Services owing under the Agreement, the Reconnection Fee. The remedies of QTS under this Section 11.4 are in addition to any other rights that QTS may have under the Agreement.

11.5. Effect of Termination by Either Party. Upon the effective date of termination of the Agreement (a) QTS will immediately cease providing Services and Customer’s License shall terminate and QTS shall not be responsible for any loss of access or data as result of such cessation of Services; (b) any payment obligations of Customer under the Agreement for Customer Space or Services provided through the date of termination and any applicable Termination Fees will immediately become due and payable; and (c) within ten (10) business days of such termination Customer shall: (i) remove from the Data Center(s) all Customer Equipment and any other Customer property located at the Data Center(s) (but only upon receipt of all sums due under (b)); (ii) make available all QTS Provided Equipment to an authorized representative of QTS; and (iii) return the Customer Space to QTS in the same condition as existed on the Start Date, normal wear and tear excepted. If Customer does not remit the sums payable under (b) and/or does not remove the Customer Equipment and its other property as provided in (c), QTS will have the right to do one or more of the following, without further notice, without liability therefor, and without prejudice to any other available remedies: (x) re-claim the Customer Space, remove all property therefrom and re-license the Customer Space; (y) move all such Customer property to secure storage and charge Customer for the cost of such removal and storage; and (z) liquidate the Customer property in accordance with applicable law, applying all proceeds first to the cost of such liquidation, then to all payment obligations due hereunder, and the balance thereof, if any, shall be paid to Customer.

12. MISCELLANEOUS PROVISIONS

12.1. Force Majeure. Neither party shall be liable to the other for any failure of performance or equipment, other than a failure to pay fees when due, due to causes beyond such party’s reasonable control, which shall include, by way of example and not limitation: acts of God, fire, explosion, emergencies, civil unrest, terrorism, wars; any change in, or adoption or repeal of, any Law or policy of, any action or inaction of, any governmental authority; unavailability of rights-of-way, third party services or materials, the failure or refusal of the power provider to perform or honor its commitments or agreements or to make sufficient power available; strikes, lock-outs, work stoppages, labor shortages or other labor difficulties; viruses, denial of service attacks, telecommunications failures, failure of the internet or events of a type or magnitude for which precautions are generally not taken in the industry (the "Force Majeure Event"). The party asserting a Force Majeure Event shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause of the Force Majeure Event. If QTS is unable to deliver the Customer Space or Service for thirty (30) consecutive days, either Party shall have the right to terminate any affected Work Order pursuant hereto, without liability for Termination Fees.

12.2. Relocation of Customer Equipment or Customer Space. If it is necessary for QTS to comply with applicable Laws to relocate the Customer Equipment or Customer Space to another area in the Data Center or other similar data center owned by QTS, the parties will cooperate in good faith with each other to facilitate such relocation. QTS shall be solely responsible for the costs incurred by QTS in connection with any such relocation. Relocation made by QTS at the request of Customer, will be at the sole expense of Customer. QTS will use commercially reasonable efforts to minimize and avoid any interruption in Services during such relocation.

12.3. Change of Circumstance. Commencing on the first anniversary of the Start Date of each Work Order and each anniversary thereafter, QTS will increase Customer’s rates and/or recover costs previously paid to the extent of the following: (a) any change in applicable Law, or a tariff or tax impacts QTS which increases QTS’ costs and/or taxes materially; (b) Customer is not contracted for metered power and QTS’ electric utility costs under any Work Order exceed the Annual Increase defined in the applicable Work Order; or (c) Customer is not contracted for metered power and an Annual Increase is not defined in the applicable Work Order, if QTS’ electric utility costs under such Work Order increase by more than three percent (3%) during the prior twelve (12) month period. Commencing on the first anniversary of the Start Date of each Work Order and each anniversary thereafter, QTS may increase Customer’s rates and/or recover costs previously paid if there is a material increase in costs (only to the extent not addressed in (a)-(c) above) that impacts the delivery of the Customer Space or Services by ten percent (10%) or more during the prior twelve (12) month period. Any future years or increase in the contract amount shall be subject to appropriation by the Customer’s governing body in the annual budget. If it is necessary for QTS to comply with applicable Laws to relocate the Customer Equipment or Customer Space to another area in the Data Center or other similar data center owned by QTS, the parties will cooperate in good faith with each other to facilitate such relocation. QTS shall be solely responsible for the costs incurred by QTS in connection with any such relocation. Relocation made by QTS at the request of Customer, will be at the sole expense of Customer. QTS will use commercially reasonable efforts to minimize and avoid any interruption in Services during such relocation.

12.4. Notice. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by e-mail or facsimile (provided delivery is confirmed), or U.S. Mail registered or certified return receipt requested and postage prepaid, in each case to the address set forth on the signature page or to such other address as may hereafter be furnished in writing by either party to the other party in accordance with this section. Such notice will be deemed to have been given as of the date it is received.

13. ASSIGNMENT

13.1. Customer may not assign or transfer part or all of its rights and obligations under the Agreement, or resell the Services, or sublicense or lease (each a "Transfer") all or any part of the Customer Space without the written consent of QTS, which shall not be unreasonably withheld. QTS may require any transferee to execute documentation reasonably acceptable to QTS in connection with the applicable Transfer, including, without limitation, an assumption agreement whereby the transferee assumes all of Customer’s liabilities, duties and obligations under the Agreement. In any event no Transfer shall relieve or release Customer of its obligations under the Agreement. QTS may assign or transfer part or all of its respective rights and obligations under the Agreement without notice to Customer, provided that notice shall be delivered to Customer as soon as practical after the consummation of the transfer or assignment, including without limitation, to any entity that is a subsidiary or affiliate of QTS or to any entity that is the survivor of a merger with QTS and any entity that acquires all or substantially all of the assets of QTS. Customer will require any transferee to execute documentation reasonably acceptable to Customer in connection with the assignment or transfer, including, without limitation, an assumption agreement whereby the transferee assumes all of QTS’s liabilities, duties and obligations under the Agreement. In the event of any transfer or termination of QTS interest in the Data Center by sale, assignment, transfer, foreclosure, deed-in-lieu of foreclosure or otherwise whether voluntary or involuntary, QTS shall be automatically relieved of any and all obligations and liabilities on the part of QTS from and after the date of such transfer or termination, and any
14. ENTIRE UNDERSTANDING; RELEASE

14.1. The Agreement constitutes the entire understanding and agreement of the parties related to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, agreements and understandings regarding such subject matter. TO THE EXTENT CUSTOMER IS OR WAS A PARTY TO AN EXPIRING OR TERMINATED PRIOR AGREEMENT FOR DATA CENTER SPACE AND/OR SERVICES WITH QTS OR ANY QTS AFFILIATE, CUSTOMER HEREBY RELEASES QTS AND QTS AFFILIATES FROM ANY AND ALL CLAIMS OR LIABILITIES, WHETHER KNOWN OR UNKNOWN, ARISING FROM, UNDER OR AS A RESULT OF SUCH PRIOR AGREEMENT INCLUDING ANY LIABILITY FOR THIRD PARTY CLAIMS AND ANY CLAIMS, COSTS, DAMAGES OR EXPENSES RELATING TO QTS PERFORMANCE, ACTS OR OMISSIONS UNDER ANY SUCH PRIOR AGREEMENT. Each Work Order (only if signed by authorized agents of both parties) and Addendum or Exhibit includes terms which are in addition to, and in lieu of the Agreement, and shall be deemed to be part of the Agreement. Unless expressly provided for in the Agreement, Customer agrees not to claim any reliance on any other opinion, advice, recommendation, statement, representation, warranty of QTS regarding the suitability, fitness, quality, merchantability, or the compatibility or functionality of any equipment or software. Any additional or different terms on any quote, in any purchase order, or other response made by Customer shall be of no effect or in any way binding unless signed by an authorized agent of both parties.

15. No Competitive License or Service. Customer may not at any time, without QTS’ prior written consent, permit any QTS facility to be utilized for the resale of QTS’ internetConnect co-location services to QTS clients.

16. Relationship of the Parties. QTS and Customer are independent contractors; the Agreement will not establish any relationship of partnership, employment, franchise or agency.

17. Execution and Counterparts. The Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

18. Modification. The Agreement may be changed only by a written document signed by authorized representatives of QTS and Customer.

19. Severability. If any provision of the Agreement, as applied to either party or to any circumstance, is adjudged by a court or arbitrator to be invalid, illegal or unenforceable, the same will not affect the validity, legality, or enforceability of any other provision of the Agreement. All terms and conditions of the Agreement will be deemed enforceable to the fullest extent permissible under applicable law.

20. No Waiver; All Rights Cumulative. The failure by either party to enforce any rights hereunder shall not constitute a waiver of such right(s) or of any other or further rights hereunder. The waiver of any breach or default of the Agreement will not constitute a waiver of any subsequent breach or default.

21. Governing Law. The Agreement will be governed and construed for all purposes in accordance with the laws of the State of Texas without giving effect to conflict of law’s provisions. The parties specifically disclaim the United States Convention on Contracts for the International Sale of Goods. Venue for any disputes arising from or related to this Agreement shall lie exclusively in Dallas County, Texas.

22. Third Party Beneficiaries. The provisions of the Agreement and the rights and obligations created hereunder are intended for the sole benefit of QTS and Customer, and do not create any right, claim or benefit on the part of any person not a party to the Agreement. The parties do not intend any provision of the Agreement to be enforceable by or to benefit any third party.

23. Intellectual Property Rights. QTS shall remain the sole owner of and retain all right, title and interest in any service, technical information and/or intellectual property rights ("IPR") provided to Customer hereunder, including, without limitation, all trademark, trade names, service marks, copyrights, computer programs, general utility programs, software, methodology, databases, specifications, systems designs, applications, enhancements, documentation, manuals, know-how, formulas, hardware, audio/visual equipment, tools, libraries, discoveries, inventions, techniques, writings, designs, and other IPR either used or developed by QTS or its agents in connection with the provision of service hereunder and all derivative works or improvements therein ("QTS Technology"). Any QTS Technology will not be work-for-hire and Customer agrees to assign and hereby does assign to QTS all IPR in and to the QTS Technology. In return for payment of all fees and charges, QTS grants to Customer a royalty free, non-exclusive, non-transferable, nonassignable license to use any IPR provided with the Services hereunder solely for the purpose of receiving such Services. QTS shall be free to provide similar IPR to other parties and shall retain the right to unrestricted use of any data, and any and all related concepts, know-how, techniques or IPR either acquired or developed as a result of the Agreement. Customer further agrees to execute and deliver all documents and do all acts that QTS shall deem necessary or desirable to secure to QTS’ right, title and interest in and to such IPR. Customer further agrees to cooperate with QTS as reasonably necessary to maintain or enforce QTS’ rights in the IPR.

24. General. Without the consent of the other party, neither party shall issue any publication relating to the Agreement, except as may be required by Law. Notwithstanding, either party may publicly refer to the other, orally and in writing, as a Customer/licensee or service provider/licensor of the other, as applicable. The terms and provisions contained herein that by their sense and context are intended to survive the performance thereon by the parties shall so survive termination of the Agreement, including, without limitation, provisions for indemnification and the making of any payments. The Agreement may contain defined terms that are not applicable to every Service. Sections 12.2, 25 and 26 shall only apply to Customers contracting for Customer Space as reflected on a Work Order.

25. Estoppel Certificate. Customer shall, within ten (10) days’ prior written notice from QTS (but only in connection with a sale, financing, transfer, lease or similar transaction), deliver to QTS a signed statement certifying the following information (but not limited to the following information in the event further information is reasonably required by QTS): (i) that the Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that the Agreement, as modified is in full force and effect); (ii) the dates to which the fees and other charges due under
the Agreement are paid in advance, if any; (iii) the amount of Customer's security deposit, if any; and (iv) to Customer's knowledge there are no
uncured defaults or breaches on the part of QTS under the Agreement (including, without limitation, all Addendum, Exhibits and Work Orders), and no
events or conditions then in existence which, with the passage of time or notice or both, would constitute a default or breach on the part of QTS under
the Agreement (including, without limitation, all Addendum, Exhibits and Work Orders), or specifying such defaults events or conditions, if any are claimed. It
is expressly understood and agreed that any such statement may be relied upon by a prospective purchaser or encumbrance of all or any portion of the
Data Center. Customer's failure to deliver such statement within such ten (10) day period shall, constitute an admission by Customer that all statements
there are true and correct.

26. Subordination. Customer accepts the Agreement subject and subordinate to any mortgage, deed of trust, deed to secure debt, ground lease
or master lease of QTS and to any renewals, modifications, consolidation, refinancing and extensions thereof. It is understood that QTS' interest in the
Customer Space and Data Center may be that of a lessee or a ground lessee, rather than owner. This provision is hereby declared to be self-operative
and no further instrument shall be required to effect such subordination of the Agreement; provided, however, Customer shall, within ten (10) days after
QTS' written request therefore, execute, acknowledge and deliver any documents reasonably requested by QTS to assure the subordination of the
Agreement to any of the same. Notwithstanding the foregoing, if the lessor under any such lease or the holder of any such deed to secure debt advises
QTS that they desire to require the Agreement to be prior and superior thereto, upon written request of QTS to Customer, Customer agrees to promptly
execute, acknowledge and deliver any documents which QTS or such lessor, holder or holders reasonably deem necessary for purposes thereof.

27. OSHA Compliance. This Section 27 shall only apply if the Customer contracts for Services or Customer Space in the Commonwealth of
set forth therein, work on electrical equipment must be conducted in a de-energized state. Customer acknowledges that, unless it has completed the
Energized Electrical Work Certification (attached hereto as Exhibit B) setting forth a valid and supported exception, work in a de-energized state may
cause an interruption of electrical power to Customer's equipment.

28. Conservation Efforts. QTS shall partner with a non-profit 503(c) conservation organization, like American Forests or similar organization, to
plant a tree for every 100kW of power QTS sells to its customers. During the Term of the Agreement, QTS agrees to donate one (1) tree per month to
American Forest, or similar organization, for every 100kW of Customer's contracted load.

DEFINITIONS

(a) “Access Roster” means the written register of Customer Representatives provided by Customer prior to the applicable Start Date, as may be
amended by Customer from time to time during the Term.

(b) “Addendum” or “Addenda” means an addendum to the Master Agreement stating additional terms and conditions applicable to the specific
License or Service.

(c) “Acceptable Use Policy” or “AUP” means the acceptable use policy posted at https://www.qtsdatacenters.com/company/legal/acceptable-
usepolicy.

(d) “Affiliate” with respect to any party means any entity that controls, is controlled by or is under common control with such party.

(e) “Agreement” means the Master Agreement, the applicable MCA and includes any Addendum, or Exhibit, Product Description, Product Catalog,
Work Order, Statement of Work, Scope of Work, Customer Access Roster, the Rules and Regulations, and the Acceptable Use Policy, and all
other items expressly incorporated herein.

(f) “Burstable” means Customer has the ability to use Services provided with respect to Customer Space in excess of the Committed Data Rate
as used in the internetConnect Addenda.

(g) “Committed Data Rate” means Customer's agreement to pay for a minimum amount of bandwidth per month (expressed in Megabits per
second (Mbps)), as set forth in a Work Order, in connection with its License of Customer Space, as used in the internetConnect Addenda.

(h) “Confidential Information” means information which: (i) derives actual or potential economic value from not being generally known to, and not
available through proper means, by others who could obtain economic value from receipt or use of such information, (ii) is the subject of
reasonable efforts by its owner to maintain its confidentiality or secrecy, or (iii) is by its nature confidential, trade secrets or otherwise proprietary
to its owner. Confidential information includes the terms and conditions of the Agreement, software source and object code, inventions, know-
how, data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, configurations, plans, processes, financial and
business plans, names of actual or potential customers or suppliers, Data Center configuration and QTS Technology.

(i) “Control”, “Controls” and “Controlled by” means and refers to the right to exercise, directly or indirectly, 50% or more of the voting rights
attributable to the controlled entity and/or the power to elect a majority of the controlled entity's management or board of directors.

(j) “crossConnect” means a physical wired media with either fiber, copper, or coaxial cable, used in the provisioning of connectivity between an A
location and Z location. crossConnects may require intermediate components, such as Multi-fiber distribution cable assignments, MMR Panel
assignments, and/or installation of any necessary patch cables within the MMR to create the end-to-end network connection.

(k) “Customer Equipment” means software, computer hardware, and all other equipment, goods, and personal property provided by Customer,
owned by Customer or licensed or leased by Customer from third parties, wherever located.

(l) “Customer Party” or “Customer Parties” means Customer’s representatives, agents, employees, officers, directors, contractors or
subcontractors.

(m) “Customer Maintenance” means steps taken by Customer to properly maintain the Customer Equipment in accordance with manufacturer
instructions and requirements.

(n) “Customer Space” means the portion of the Data Center(s) and associated power which QTS licenses to Customer under a Work Order. The
location of the Customer Space shall be determined by QTS in its sole discretion; provided, however, Customer's reasonable preferences shall be
considered.
"Data Center" means any of the buildings and facilities owned or leased by QTS at which Customer Space is located or from which Services are provided.

"Data Hall" means the area confined by permanent walls that houses the dedicated Customer Space.

"Exhibit" means an exhibit to the Agreement stating additional terms and conditions applicable to the specific License or Service.

"Expiration Date" as to any Work Order means the date which is calculated by adding the Term of the Work Order to the Start Date.

"Facilities" means any and all devices generally used by QTS to provide Customer Space or deliver Services to its customers, but excluding QTS Provided Equipment and Customer Equipment.

"Facilities Maintenance" means the times QTS monitors and maintains its network, QTS Provided Equipment or Facilities.

"Innerduct" or "Conduit" means a dedicated access duct or channel for routing Customer wiring infrastructure between two specific QTS controlled locations.

"Internet Intrusion Testing" means tests employing tools or techniques intended to gain unauthorized access to Customer's environment.

"Laws" means rules, regulations, statutes, ordinances, orders and rulings of a government and administrative and regulatory authorities.

"Licenses" means licenses of Customer Space to a Customer under a Work Order.

"LOA/CFA or CFA/LOA" means Letter of Authorization and Connecting Facility Assignment.

"Losses" means claims, demands, actions, suits, proceedings, and all damages, judgments, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees and court costs).

"Meet-Me-Room" or "MMR" means the physical telecommunication rooms in the Data Center.

"Meet-Me-Room (MMR) Panel" means a mounted hardware unit within the MMR containing a specified number of port termination locations in order to connect and route circuits for interconnecting to other customers or carriers.

"Monthly Recurring Charges" means the monthly fee for the Customer Space and/or Services set forth on a Work Order.

"Multi-fiber Cable" means a multi-count cable enabling provisioning of interconnection Services, originating from a QTS provided demarcation patch panel located in the Customer Space and terminating in the MMR.

"Party" or "Parties" means representatives, agents, employees, officers, directors or contractors, or subcontractors.

"Point of Demarcation" means the first point where Customer receive telecommunications or Internet access into the Customer Space.

"Product Description" or "Product Catalog" shall mean the written description of a License or Service provided to Customer by QTS.

"Professional Services" means professional engineering or computer design, software development, support or other consulting service provided, pursuant to a Statement of Work or Scope of Work.

"QTS Affiliate" means any entity that is owned, directly or indirectly, by QualityTech, LP or any successor to QualityTech, LP.

"QTS Provided Equipment" means any hardware, software and other tangible telecommunications or internet equipment leased, subleased, licensed or sublicensed by QTS to Customer.

"Reconnection Fee" means a fee of $175 per hour billed in quarter-hour increments for each hour or partial hour spent by QTS reconnecting the Services provided to Customer.

"Remote Hands" means general Customer directed actions such as power cycling equipment, basic power or data cabling support, packing and/or unpacking of Customer Equipment, and simple key stroke commands to reboot or configure equipment.

"Representatives" means the individuals identified on the Customer Access Roster who are authorized to enter the Data Center(s) and access the Customer Space.


"Services" means all offerings of services and goods under a Work Order, but not including Licenses of the Customer Space.

"Service Level Credit" means the specific remedy set forth in an Exhibit or Addendum for a failure to meet a Service Level Guarantee.

"Service Level Agreement" or "SLA" shall have the meaning set forth in an Addendum or Exhibit.

"Start Date" means the start date specifically set forth on the Work Order or, if there is not a start date specified on the Work Order that date on which QTS provides notice to Customer that provisioning is complete and Services shall begin. For the purposes of this notice, electronic mail notification shall be adequate.

"Term" as to any Work Order, means the period of time specified in a Work Order for which QTS will provide the Customer Space or Services.
"Work Order" or "Order" means Customer's written order for a License of Customer Space, or the provision of Services that has been accepted by QTS and executed by both parties. The Work Order includes backup detail and shall set forth the Licenses and Services, the prices to be charged for Licenses and Services and any applicable Term and/or Committed Data Rate.

IN WITNESS WHEREOF, authorized representatives of Customer and QTS have read the foregoing Master Agreement and agree to be bound thereby as of the Effective Date.

[Signature Page to Follow]
CUSTOMER

__________________________
Signature

__________________________
Print Name

__________________________
Title

__________________________
Date

Notice Address:

___________________________________
___________________________________
Attn: ______________________________

QTS

__________________________
Signature

__________________________
Print Name

__________________________
Title

__________________________
Date

Notice Address:

12851 Foster Street
Overland Park, KS 66213
Attn: Legal Department
Email: legal@qtsdatacenters.com
EXHIBIT A
SERVICE LEVEL AGREEMENT

1. SERVICE LEVEL AGREEMENT (the “SLA”)

1.1. CrossConnect Service SLA. QTS shall have the contracted CrossConnect Service available for the Customer with no more than two (2) aggregate hours of Unavailability in a given calendar month. “Unavailability” shall mean the A to Z points of demarcation are unable to maintain communication. The duration of the Unavailability of the CrossConnect Service is the difference between the time QTS records a trouble ticket and when the CrossConnect Service is restored. QTS shall use its reasonable discretion to determine whether an interruption in the CrossConnect Service occurred and if QTS reasonably determines that (i) there was not an interruption in the CrossConnect Service; or (ii) the interruption occurred beyond the A and Z points of demarcation then such event shall not be deemed a failure to meet the CrossConnect Service Guarantee ("CrossConnect Service SLA").

CrossConnect Service Remedy. In the event QTS fails to meet the CrossConnect Service Availability, Customer shall be entitled to the applicable Service Level Credit described below. The CrossConnect Service Availability is measured per circuit on a calendar month basis. Service Level Credits and error corrections for the CrossConnect Service are subject to Customer diligently working to meet its responsibilities as set forth in the applicable Responsibility Matrix.

<table>
<thead>
<tr>
<th>UNAVAILABILITY</th>
<th>SERVICE LEVEL CREDIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 2 hours</td>
<td>No Credit</td>
</tr>
<tr>
<td>02:00:01 or more</td>
<td>100% of the total Monthly Recurring Charge for the impacted CrossConnect Service</td>
</tr>
</tbody>
</table>

1.2. Power SLA. QTS shall provide the contracted power to the QTS’ power distribution unit ("PDU") (unless another demarcation point is specified in a Work Order or Basic Lease Terms) to support the Customer Space within the ITIC/CBEMA voltage quality standards ("Contracted Power"). QTS shall have the Contracted Power available for the Customer 100% of the time when the Customer Equipment is configured with dual cord power supplies downstream of the PDU or remote power panel ("RPP") ("Power SLA").

Power Remedy. In the event QTS fails to provide the level of service provided in the Power SLA, Customer shall receive the applicable Service Level Credit described below. The Power SLA is measured on a calendar month basis.

<table>
<thead>
<tr>
<th>DURATION OF OUTAGE</th>
<th>SERVICE LEVEL CREDIT (For Redundant Power Supply)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 26 seconds in a given month.</td>
<td>Credit of 1.0% of total Monthly Recurring Charge for the impacted contiguous Customer Space</td>
</tr>
<tr>
<td>More than 26 seconds but less than 4 minutes in a given month.</td>
<td>Credit of 2.0% of total Monthly Recurring Charge for the impacted contiguous Customer Space</td>
</tr>
<tr>
<td>4 minutes per month, but less than 43 minutes in a given month.</td>
<td>Credit of 4.0% of total Monthly Recurring Charge for the impacted contiguous Customer Space</td>
</tr>
<tr>
<td>43 minutes per month, but less than 86 minutes in a given month.</td>
<td>Credit of 6.6% of total Monthly Recurring Charge for the impacted contiguous Customer Space</td>
</tr>
<tr>
<td>More than 86 minutes in a given month.</td>
<td>Credit of 8% of total Monthly Recurring Charge for impacted contiguous Customer Space, plus the applicable service level credit for any additional consecutive minutes in the outage, not to exceed the total Monthly Recurring Charge for the impacted contiguous Customer Space. For example, unavailability of 1 hour, 30 minutes, would result in a credit of the total Monthly Recurring Charge for the impacted contiguous Customer Space of 12% (8% + 4%)</td>
</tr>
</tbody>
</table>

Notwithstanding anything to the contrary contained herein, (i) in no event shall Customer be entitled to any Service Level Credit for redundant power supply for any power outage that occurs during any such time as Customer is not "dual corded" utilizing primary and redundant circuits, nor shall such event count as a failure for QTS to meet the foregoing Power SLA for purposes of determining termination rights hereunder; and (ii) in no event shall Customer be entitled to any Service Level Credit for a power outage when the Customer Equipment is configured with a single cord power supply downstream of the PDU or RPP.

1.3. Temperature SLA. The temperature average in the contiguous Customer Space shall be maintained within the current published ASHRAE TC 9.9 Equipment Environmental Specification Class A1 Recommended Range as of the Effective Date of the Agreement ("Temperature Range"). Notwithstanding the foregoing, a Service Level Credit as described below in Section 5.5 shall be applied if (i) QTS fails to maintain the Temperature Range and (ii) such failure causes the Customer Equipment in the impacted contiguous Customer Space to shutdown ("Temperature SLA").

1.4. Humidity SLA. The humidity average in the contiguous Customer Space shall be maintained within the current published ASHRAE TC 9.9 Equipment Environmental Specification Class A1 Allowable Range as of the Effective Date of the Agreement ("Humidity Range"). Notwithstanding the foregoing, a Service Level Credit as described below in Section 5.5 shall be applied if (i) QTS fails to maintain the Humidity Range and (ii) such failure causes the Customer Equipment in the impacted contiguous Customer Space to shutdown ("Humidity SLA").
1.5 Remedies. QTS’ failure to meet either or both the Humidity SLA or the Temperature SLA shall be deemed an Environmental Interruption. A Service Level Credit for an Environmental Interruption shall be measured based on the duration of the applicable Environmental Interruption ("Total Interruption Time"). For Environmental Interruptions, Customer will be entitled to a Service Level Credit of one (1) day’s Monthly Recurring Charges for each day that QTS fails to meet the Temperature SLA and/or Humidity SLA.

2. Remedies.

2.1. If QTS fails to meet any of the crossConnect SLA, Power SLA, Temperature SLA, or the Humidity SLA (each referred to herein individually and collectively as a “Service Level Agreement” or “SLA”), Customer shall be entitled to receive, as its sole and exclusive remedy, the applicable Service Level Credits described in Sections 1.1, 1.2 and 1.5, and a right to terminate as set forth in Section 2(c) of this Exhibit. QTS shall apply all of the Customer's Service Level Credits directly to the Customer’s total Monthly Recurring Charge for the impacted contiguous Customer Space. In no event shall the Customer's total amount of Service Level Credits exceed the Customer's total Monthly Recurring Charge for the impacted Services for a given month. Customer may not aggregate Service Level Credits resulting from the same event. If one event results in a failure to meet two or more SLAs, Customer shall be entitled to the Service Level Credit resulting in the largest credit to Customer's Monthly Recurring Charge.

2.2. In order to initiate a claim for a Service Level Credit, Customer must submit a written request within thirty (30) days of the Service Level Credit event ("Service Level Credit Request"). The Service Level Credit Request must provide: (a) the Customer name and contact information; (b) the date and beginning/end time of the claimed outage; and (c) a brief description of the characteristics of the claimed outage. Customer will be notified upon resolution of the Service Level Credit Request via e-mail. If approved, QTS will issue Customer a credit against the Monthly Recurring Charges for the affected Service. If rejected, the notification will specify the basis for the rejection.

2.3. If QTS shall have a Level One Failure of the Power Guarantee three (3) times in any calendar quarter, Customer shall be entitled to terminate the impacted Work Order(s) upon the delivery of written notice received by QTS within thirty (30) days of the date of the second failure. Termination pursuant to this section shall be effective sixty (60) days after the non-terminating party's receipt of the required termination notice. A “Level One Failure” shall mean unavailability of Service for more than 26 seconds in any given month.

2.4. Notwithstanding anything herein to the contrary, if, following the application of any Service Level Credits to the Customer's Monthly Recurring Charge for the failure by QTS to meet the same SLA two (2) times in any calendar quarter, QTS determines in its sole and reasonable discretion that it will be unable to meet such guarantee in the future, QTS reserves the right, upon written notice to the Customer, to terminate the applicable Work Order without liability. In the event of a termination pursuant to the foregoing sentence, upon Customer's written request, QTS will continue to provide Customer the Services under the applicable Work Order for a period of up to sixty (60) days, provided, however, Customer continues to make timely payments of the Monthly Recurring Charges as provided herein. Customer acknowledges that QTS will not be responsible for payment of any additional Service Level Credits, of any nature whatsoever, during this sixty (60) day period.

2.5. Notwithstanding anything herein to the contrary, QTS will not knowingly or purposefully fail to meet any SLA. In the event that a SLA is not met and QTS determines in its reasonable judgment that such failure was a result of (i) any Force Majeure Event, (ii) any actions or inactions of any entity other than QTS, including but not limited to Customer, Customer's agents, Representatives, employees, end users, fiber provider, carrier or other service provider, (iii) any activity under Customer's control or within the obligations undertaken by Customer (including, without limitation, inaccurate or corrupt data input, failure or malfunction of the Customer Equipment, use of network or the Services other than in accordance with the documentation or directions of QTS, failure or inability of Customer to obtain or the failure or inability of a vendor to provide upgrades, new releases, enhancements, patches, error corrections and fixes for software equipment, and problems in Customer's local environment, and use of power in excess of contracted Power Capacity), or (iv) any Facilities Maintenance performed in accordance with this Exhibit or any Customer Maintenance, then QTS shall have no obligation to credit Customer any amount for any such failure.

To be completed ONLY if Customer is claiming an exemption pursuant to Section 27, OSHA Compliance

Exhibit B

ENERGIZED ELECTRICAL WORK CERTIFICATION

Customer: _____________________  QTS Data Center Location(s): _______________________

THIS CERTIFICATION IS VALID FOR THE TERM OF CUSTOMER'S CONTRACT AND/OR WORK ORDERS FOR SERVICES WITH QTS.

Please provide a detailed description of why de-energizing would (a) introduce additional or increased hazards such as interruption of life support equipment, deactivation of emergency alarm systems, shutdown of hazardous location ventilation equipment, or removal of illumination for an area or (b) be infeasible due to equipment design or operational limitations. *

*We understand that the interruption of your standard business is critical and of the utmost importance to you; however, OSHA has been clear that business interruption alone is not enough to qualify as an exemption to the OSHA requirement. Please ensure that your statement sufficiently describes how such an interruption in business falls within either the exemption set forth in (a) or (b) above.

BY SIGNING BELOW, THE UNDERSIGNED CONFIRMS THE CUSTOMER'S EXEMPTION FROM THE OSHA REGULATIONS AND CAN DEMONSTRATE TO ANY INTERESTED PARTY THAT DE-ENERGIZING EQUIPMENT SUPPORTING ITS BUSINESS OPERATION INTRODUCES ADDITIONAL OR INCREASED HAZARDS OR IS INFEASIBLE DUE TO EQUIPMENT DESIGN OR OPERATIONAL LIMITATIONS AS DETERMINED BY THE APPLICABLE EXEMPTION FOR ENERGIZED WORK. CUSTOMER ALSO AGREES THAT ALL WORK TO BE COMPLETED AS OUTLINED IN
THIS ENERGIZED ELECTRICAL WORK CERTIFICATION WILL BE COMPLETED IN COMPLIANCE WITH ALL APPLICABLE OSHA LAWS, REGULATIONS, CODES OF PRACTICE AND THE ENERGIZED ELECTRICAL WORK POLICY OF QTS.

CUSTOMER AGREES TO DEFEND AND INDEMNIFY AND HOLD QTS HARMLESS AGAINST ANY CLAIMS, DAMAGES, LOSSES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ATTORNEYS’ FEES, EXPERT FEES AND LITIGATION COSTS BROUGHT AGAINST QTS ARISING OUT OF CUSTOMER'S ASSERTION, INCLUDING ANY SUPPORTING INFORMATION OR DOCUMENTATION, THAT IT MEETS AN EXEMPTION FOR ENERGIZED WORK SET FORTH IN THE CERTIFICATION.

CUSTOMER AUTHORIZED REPRESENTATIVE:

Print Name

Title

Signature

Date
Quality Investment Properties Irving, LLC

<table>
<thead>
<tr>
<th>Company Name</th>
<th>City of Irving, TX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>Bennie Boysen</td>
</tr>
<tr>
<td>Corporate Address</td>
<td>825 W Irving Blvd Fl 1</td>
</tr>
<tr>
<td></td>
<td>Irving, Texas 75060</td>
</tr>
<tr>
<td></td>
<td>United States</td>
</tr>
<tr>
<td>Contact Phone Number</td>
<td>(972) 721-2411</td>
</tr>
<tr>
<td>Contact Email Address</td>
<td><a href="mailto:bboysen@cityofirving.org">bboysen@cityofirving.org</a></td>
</tr>
</tbody>
</table>

**61 Month Term**
Expiration Date: the last day of the final month of the term

By signing the below, the Authorized Representatives of Customer and QTS acknowledge (i) that they have reviewed the QTS Work Order, the master agreement (or lease, as applicable) and related addenda and Statements of Work; and (ii) that they understand the requirements of said documents and do hereby agree to be bound by the terms and conditions embodied therein. The Start Date shall be the earlier of: (i) delivery of the Upon Provisioning Complete notice; or (ii) upon QTS provisioning the Services as complete as possible without Customer’s cooperation.

<table>
<thead>
<tr>
<th>Colocation</th>
<th>Non Recurring Charges</th>
<th>Monthly Recurring Charges</th>
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<tr>
<td>(does not include sales tax) TOTAL CHARGES</td>
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<td>USD 3,712.00</td>
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<td></td>
<td>USD 6,060.00</td>
<td>USD 3,712.00</td>
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City of Irving, TX

Signature:
__________________________
Signature:
__________________________

Printed Name:
__________________________
Printed Name:
__________________________

Title:
__________________________
Title:
__________________________

Dated:
__________________________
Dated:
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</table>

**Product Configuration Notes**

The maximum allowed power consumption in a single rack or cabinet is 5.000 kW.
The maximum allowed power consumption within the space provided is 5.760 kW.
Innerduct Product Configuration Details:

**Path A**
City of Irving is responsible for providing & pulling their indoor rated fiber cable from QTS Shorthorn Fiber Entrance vault into the DC1 BLDG POE and to the City of Irving cage.
QTS will provide conduit innerduct / pathways from QTS Shorthorn Fiber Entrance Fiber Entrance vault to the City of Irving cage.

**Path B**
City of Irving is responsible for providing & pulling their indoor rated fiber cable from QTS Longhorn Fiber Entrance vault into the DC1 BLDG POE and to the City of Irving cage.
QTS will provide conduit innerduct / pathways from QTS Longhorn Fiber Entrance Fiber Entrance vault to the City of Irving cage.

**Legal Notes**

The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as sixteen decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order.

**Billing Notes**

Customer agrees the Monthly Recurring Charges for this Work Order and all Work Order(s) coterminous therewith shall increase by 4.00 %, starting at the beginning of Month 13 of the Term, (Annual Increase). The Annual Increase shall be applied to all coterminous Work Order(s) in accordance with the Start Date of this Work Order and not with the Start
Date of the subsequent coterminous Work Order(s). Fees for Customer Space, Power, Connectivity and Services for any subsequent coterminous Work Order(s) shall be at the then current escalated rate in accordance with the Annual Increase.
QTS shall waive the Monthly Recurring Charges for the first 1 month(s) of the Work Order Term.
**Quality Investment Properties Irving, LLC**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>City of Irving, TX</th>
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<tbody>
<tr>
<td>Contact Name</td>
<td>Bennie Boysen</td>
</tr>
<tr>
<td>Corporate Address</td>
<td>825 W Irving Blvd Fl 1</td>
</tr>
<tr>
<td></td>
<td>Irving, Texas 75060</td>
</tr>
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<td></td>
<td>United States</td>
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<tr>
<td>Contact Phone Number</td>
<td>(972) 721-2411</td>
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<tr>
<td>Contact Email Address</td>
<td><a href="mailto:bboysen@cityofirving.org">bboysen@cityofirving.org</a></td>
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**54 Month Term**

Expiration Date: the last day of the final month of the term

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</thead>
<tbody>
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<td>(does not include sales tax) TOTAL CHARGES</td>
<td>USD 3,840.00</td>
<td>USD 2,820.00</td>
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<td>USD 3,840.00</td>
<td>USD 2,820.00</td>
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<tr>
<td>Product</td>
<td>Unit: NRC</td>
<td>NRC Qty</td>
</tr>
<tr>
<td>------------------------</td>
<td>-----------</td>
<td>---------</td>
</tr>
<tr>
<td>Rack: 4 Post</td>
<td>USD 80.00</td>
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<tr>
<td>For 10/1/2024</td>
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<td>208V 30Amp: Primary</td>
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<td>For 10/1/2024</td>
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<tr>
<td>208V 30Amp: Redundant</td>
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<tr>
<td>For 10/1/2024</td>
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</tbody>
</table>

**Totals:**

| Total NRR = USD 3,840.00 | Total MRR = USD 2,820.00 |

**Product Configuration Notes**

3 Racks are to be delivered 10/1/2024 along with (3) 208/30Amp
Innerduct Product Configuration Details:

**Path A**
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Resolution -- Approving a Master Intergovernmental Cooperative Purchasing Agreement between the City of Irving and Equalis Group for Participation in the Equalis Group Purchasing Program

Administrative Comments

1. This item is recommended by the Fleet Services Division and the Financial Services Department – Purchasing Division. It supports Strategic Objective 1.1 – Contain costs and increase operational efficiency.

2. Impact: Approval of this Master Intergovernmental Cooperative Purchasing Agreement between the City of Irving and Equalis Group entitles the city to utilize Equalis Group’s competitively solicited contracts for various goods and services when such utilization is determined to create significant savings for the city.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

<table>
<thead>
<tr>
<th>Contract Required: Yes</th>
<th>Review Completed By: Cody Robinson</th>
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<tbody>
<tr>
<td>Previous Action: None</td>
<td>Council Action: None</td>
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<tr>
<td>Discretionary Contract Disclosure Form Required: No</td>
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<tr>
<td>Certificate of Interested Parties (Form 1295) Required: No</td>
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<tr>
<td>TGC 2271 Verification Form Required: No</td>
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<tr>
<td>TGC 2274 Verification Form Required: No</td>
<td></td>
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<tr>
<td>Discretionary Contract Disclosure Form Required: No</td>
<td></td>
</tr>
</tbody>
</table>

Comments: The City of Irving considers cooperative purchasing as a valuable tool for obtaining goods and services at a competitive cost and in a timely manner.

ATTACHMENTS:

Equalis Group Agreement (PDF)

CURRENT YEAR FINANCIAL IMPACT:

None

REVISION INFORMATION:

Prepared: 3/6/2024 06:57 PM by Darlene Humphries
Last Updated: 3/14/2024 07:10 PM by Darlene Humphries
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 14504)

WHEREAS, this agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

WHEREAS, Section 791.011 of the Texas Government Code authorizes a local government to contract or agree with another local government to perform governmental functions and services; and

WHEREAS, Section 271.102 of the Texas Local Government Code authorizes a local government to participate in a cooperative purchasing program with another local government or a local cooperative organization; and

WHEREAS, a local government that purchases goods and services pursuant to a cooperative purchasing program with a cooperative organization satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services; and

WHEREAS, participation in a cooperative purchasing program will be highly beneficial to Irving through the anticipated savings to be realized and is of mutual concern to the contracting parties;

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 Master Intergovernmental Cooperative Purchasing Agreement between the City of Irving and Equalis Group for participation in the Equalis Group Purchasing Program for the purchase of goods and services through competitively bid contracts administered by the Equalis Group, and the City Manager or Designee is authorized to execute said agreement.

SECTION II. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on March 21, 2024.

____________________________

RICHARD H. STOPFER
MAYOR

ATTEST:

________________________________________

Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

________________________________________

Kuruvilla Oommen
City Attorney
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the "Agreement") is entered into by and between those certain government agencies that execute a Management Services Agreement ("Lead Agencies") with Equalis Group LLC ("Equalis Group") to be appended and made a part hereof and such other public agencies, non-profit organizations, and businesses (each a "Purchasing Group Member") who register to participate in the cooperative purchasing programs administered by Equalis Group and its affiliates and subsidiaries (collectively, "Equalis Group Purchasing Program") by either registering on an Equalis Group Purchasing Program website (such as www.equalisgroup.org) or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process conducted by Lead Agencies, Lead Agencies enter into master agreements ("Master Agreements") with awarded suppliers to provide a variety of goods, products, and services ("Products") to the applicable Lead Agency and Purchasing Group Members;

WHEREAS, Master Agreements are made available to Purchasing Group Members by Lead Agencies through the Equalis Group Purchasing Program and provide that Purchasing Group Members may voluntarily purchase Products on the same terms, conditions, and pricing as the Lead Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the Equalis Group Purchasing Program may from time to time offer Purchasing Group Members the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to result, the parties hereto agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The procurement of Products by Purchasing Group Member party to this Agreement shall be conducted in accordance with and subject to the relevant federal, state, and local statutes, ordinances, rules, and regulations that govern Purchasing Group Member’s procurement practices.

3. The cooperative use of Master Agreements and other group purchasing agreements shall be conducted in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state, or local law.

4. The Lead Agencies will make available, upon reasonable request and subject to convenience, information about Master Agreements which may assist in facilitating and improving the procurement of Products by the Purchasing Group Member.

5. Purchasing Group Member agrees that Equalis Group Purchasing Program may provide access to group purchasing organization ("GPO") agreements directly or indirectly by enrolling Purchasing Group Member in another GPO’s purchasing program; provided that the purchase of Products shall be at Purchasing Group Member’s sole discretion.

6. Purchasing Group Member shall make timely payments to the distributor, manufacturer, or other vendor (each a “Supplier”) for Products procured and received through any Master Agreement or GPO group purchasing agreement (each an “Equalis Agreement”) in accordance with the terms and conditions of this Agreement and of the Equalis Agreement, as applicable.

7. Purchasing Group Member acknowledges and agrees that Equalis Group may receive fees ("Administrative Fees") from Suppliers, which are typically calculated as a percentage of the dollar value of purchases made by Purchasing Group Member under an Equalis Agreement. Equalis Group's standard Administrative Fees are two percent (2%) or less. Equalis Group shall provide Purchasing Group Member with access to a listing of Equalis Agreements that provide for the payment to Equalis of
Administrative Fee in excess of three percent (3%). Additionally, Equalis Group shall provide Purchasing Group Member with access to an annual report listing Purchasing Group Member's purchases of Products through Equalis Agreements and the associated Administrative Fees received by Equalis Group.

8. Purchasing Group Member agrees that Products purchased under Equalis Agreements are for Purchasing Group Member's own use in the conduct of its business, and in no event shall Purchasing Group Member sell, resell, lease, or otherwise transfer goods purchased through Equalis Agreements to an unrelated third party unless expressly permitted by the terms of the applicable Equalis Agreement.

9. Payment for Products and inspections and acceptance of Products ordered by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member. Disputes between Purchasing Group Member and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by Purchasing Group Member and the Supplier. The exercise of any rights or remedies by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member.

10. Purchasing Group Member shall not use this Agreement or the terms and conditions of any Equalis Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

11. Purchasing Group Member shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a party procuring Products under this Agreement. Without limiting the generality of the foregoing, Equalis Group Purchasing Program makes no representations or warranties regarding any Product or Equalis Agreement and shall have no liability for any act or omission by a Supplier or other party under an Equalis Agreement.

12. This Agreement shall remain in effect unless terminated by one party giving thirty (30) days' written notice to the other party. The provisions of Sections 5, 6, 7, 8, and 9 hereof shall survive any such termination.

13. If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

14. This Agreement and the rights and obligations hereunder may not be assignable by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Purchasing Group Member and Equalis Group may assign their respective rights and obligations under this Agreement without the consent of the other party in the event either Purchasing Group Member or Equalis Group shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this Section 14 will be null and void.

15. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

16. Equalis shall not be liable to Purchasing Group for any action, or failure to take action, of a Supplier in connection with the performance of Supplier's obligations under an Equalis Agreement.

17. Each party to this Agreement acknowledges it has read the Agreement and represents and warrants that it has the necessary legal authority and is legally authorized to execute and enter into this Agreement.

18. This Agreement shall take effect upon Purchasing Group Member (i) executing a copy of this Agreement, or (ii) registering on an Equalis Group Purchasing Program website.
The easiest way to complete this form is to visit: www.equalisgroup.org/member-registration. You may also fill out this form electronically, print and sign it, then scan and email the fully completed document to membership@equalisgroup.org.

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</tr>
<tr>
<td>Phone #:</td>
</tr>
<tr>
<td>Email:</td>
</tr>
<tr>
<td>Which contract(s) are you interested in?:</td>
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**CITY OF IRVING, TEXAS**

<table>
<thead>
<tr>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printed Name</td>
</tr>
<tr>
<td>Title</td>
</tr>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>

**EQUALIS GROUP**

<table>
<thead>
<tr>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printed Name</td>
</tr>
<tr>
<td>Title</td>
</tr>
<tr>
<td>Date: 03/12/2024</td>
</tr>
</tbody>
</table>
"Agreement-Template-Equalis-Group-Master-Intergovernmental-Cooperative-Purchasing-2023.05.22" History

- Document created by Darlene Humphries (dhumphries@cityofirving.org)
  2024-03-12 - 8:16:28 PM GMT - IP address: 66.162.67.252

- Document emailed to Eric Merkle (emerkle@equalisgroup.org) for signature
  2024-03-12 - 8:17:33 PM GMT

- Email sent to jgomez@cityofirving.org bounced and could not be delivered
  2024-03-12 - 8:29:31 PM GMT

- Email sent to crobinson@cityofirving.org bounced and could not be delivered
  2024-03-12 - 8:29:45 PM GMT

- Email viewed by Eric Merkle (emerkle@equalisgroup.org)
  2024-03-12 - 8:39:49 PM GMT - IP address: 104.47.56.254

- Document e-signed by Eric Merkle (emerkle@equalisgroup.org)
  Signature Date: 2024-03-12 - 8:40:13 PM GMT - Time Source: server - IP address: 216.201.207.58

- Agreement completed.
  2024-03-12 - 8:40:13 PM GMT
Resolution -- Renewing the Annual Contracts with Just Right Products, Inc., dba FW Promo, Cen-Tex Uniform Sales, Inc., and Daniel C. Brewer dba Brewer & Associates, LLC, in the Total Estimated Amount of $75,000.00 For Uniform T-Shirts & Hi-Vis Items for Field Employees

Administrative Comments

1. This item is recommended by the Purchasing Division. It supports Future in Focus: Government Sustainability - Protect the city's financial integrity and credibility.

2. **Impact:** This contract will enable the Parks & Recreation, Solid Waste Services, Traffic & Transportation, and Water Utilities departments to purchase uniform t-shirts, high visibility items, and accessories required by field service employees performing services for the residents of Irving.

3. This renewal establishes the continuation of an annual contract to provide uniform t-shirts and hi-vis items for field employees on an as-needed basis. This is the second and final of two, one-year renewal options.

4. Funding for Fiscal Year 2023-24 is available in various departmental budgets within various funds, while funding for Fiscal Year 2024-25 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Item(s)</th>
<th>Contract Term</th>
<th>Est. Exp. FY 2023-24</th>
<th>Est. Exp. FY 2024-25</th>
<th>Total Est. Expenditure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Just Right Products, Inc. dba FW Promo</td>
<td>2-18, 30-52, 54-59</td>
<td>4/1/24 – 3/31/25</td>
<td>$12,800.00</td>
<td>$17,200.00</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>Cen-Tex Uniform Sales, Inc.</td>
<td>20 &amp; 21</td>
<td>4/1/24 – 3/31/25</td>
<td>$ 4,500.00</td>
<td>$ 5,500.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Daniel C Brewer dba Brewer &amp; Associates, LLC</td>
<td>22-29</td>
<td></td>
<td>$14,700.00</td>
<td>$20,300.00</td>
<td>$35,000.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$32,000.00</strong></td>
<td><strong>$43,000.00</strong></td>
<td><strong>$75,000.00</strong></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

**ADDITIONAL COMMENTS:**

**Contract Required:** No

**Review Completed By:** N/A

**Previous Action:** RES-2023-121

**Council Action:** Approved Renewal

**Discretionary Contract Disclosure Form Required:** No

**Certificate of Interested Parties (Form 1295) Required:** No

**TGC 2271 Verification Form Required:** No
TGC 2274 Verification Form Required: No

Comments: Services provided by the vendor meet specifications and performance criteria; pricing remains the same. These as-needed expenditures will be tracked using Contract Nos. 42200105A0, 42200105B0 and 42200105C0.

CURRENT YEAR FINANCIAL IMPACT:

Various Budget: $32,000.00  Actual: $32,000.00
Budget Adjustment/Transfer Required: No
Purchase orders will be issued as needed for annual contract.

REVISION INFORMATION:

Prepared: 2/9/2024 04:12 PM by Lauren Rodriguez
Last Updated: 3/14/2024 07:00 PM 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 annual contracts with Just Right Products, Inc., dba FW Promo for Item Numbers 2 through 18, 30 through 52, and 54 through 59 in the estimated amount of $12,800.00 for the period of April 1, 2024 through September 30, 2024, and in the estimated amount of $17,200.00 for the period of October 1, 2024 through March 31, 2025; with Cen-Tex Uniform Sales, Inc., for Item Numbers 20 and 21 in the estimated amount of $4,500.00 for the period of April 1, 2024 through September 30, 2024, and in the estimated amount of $5,500.00 for the period of October 1, 2024 through March 31, 2025; and with Daniel C. Brewer dba Brewer & Associates, LLC, for Item Numbers 22 through 29 in the estimated amount of $14,700.00 for the period of April 1, 2024 through September 30, 2024, and in the estimated amount of $20,300.00 for the period of October 1, 2024 through March 31, 2025, subject to funds being appropriated in Fiscal Year 2024-25, for uniform T-shirts, high visibility items, and accessories required by field service employees.

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on March 21, 2024.

______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

______________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

______________________________
Kuruvilla Oommen
City Attorney
Resolution -- Awarding a Contract to Occupational Health Fitness Centers of the Southwest, P.A. dba Concentra Medical Centers in the Total Estimated Amount of $450,000.00 for Medical and Occupational Health Testing Services for a Two-Year Period

Administrative Comments

1. This item is recommended by the Human Resources Department. It supports Future in Focus: Government Sustainability – Recruit, retain and develop a qualified competent and diverse workforce.

2. Impact: The services provided by this contract ensure that applicants and employees meet the physical requirements for City employment, including physical fitness of Civil Service sworn positions for continued compliance with Texas Local Government Code Chapter 143.

3. A Request for Proposals (RFP) for these services was issued on January 25, 2024; three responses were received. The response from Concentra Medical Services received the highest points based on the evaluation criteria established in the RFP, and is recommended for award. The initial contract term is two years with two, two-year renewal options.

4. Funding for Fiscal Year 2023-24 is available in various departmental budgets within various funds, while funding for Fiscal Years 2024-25 and 2025-26 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>Concentra Medical Centers</td>
<td>4/1/24 – 3/31/26</td>
<td>$112,500.00</td>
<td>2023-24</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$225,000.00</td>
<td>2024-25</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$112,500.00</td>
<td>2025-26</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$450,000.00</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: Yes
- Certificate of Interested Parties (Form 1295) Required: Yes
TGC 2271 Verification Form Required: Yes
TGC 2274 Verification Form Required: Yes

Comments: Purchasing sent solicitation notices to 1,022 vendors for RFP #058D-24F, 630 of which were MWBE or HUB vendors. Three responses were received. Expenditures will be tracked using Contract #42400162-2.

ATTACHMENTS:
Discretionary Contract Disclosure Form - Concentra (PDF)
2271-2274 - Concentra (PDF)

CURRENT YEAR FINANCIAL IMPACT:
61011603-646002   Budget: $112,500.00   Actual: $112,500.00
Budget Adjustment/Transfer Required: No
Purchase orders will be issued as needed for annual contract.

REVISION INFORMATION:
Prepared: 3/6/2024 05:50 PM by Darlene Humphries
Last Updated: 3/14/2024 07:20 PM by Darlene Humphries
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 14503)

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

SECTION I. THAT the City Council hereby awards a two-year contract to Occupational Health Fitness Centers of the Southwest, P.A. dba Concentra Medical Centers, in the estimated amount of $112,500.00 for the period of April 1, 2024, through September 30, 2024, in the estimated amount of $225,000.00 for the period of October 1, 2024, through September 30, 2025, and in the estimated amount of $112,500.00 for the period of October 1, 2025, through March 31, 2026, subject to funds being appropriated in Fiscal Years 2024-25 and 2025-26 for RFP No. 058D-24F Medical and Occupational Health Fitness Services.

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on March 21, 2024.

_________________________________________

RICHARD H. STOPFER
MAYOR

ATTEST:

_________________________________________

Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

_________________________________________

Kuruvilla Oommen
City Attorney
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: Medical and Occupational Health Fitness Services

B. RFP or RFQ, Number and Date of Issuance: RFP #058D-24F

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

A. Individual Parties to the Contract

(Includes all natural persons who are parties, partners or subcontractors of the contract)

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>City</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert G. Hassett, DO, MPH</td>
<td>5080 Spectrum Drive</td>
<td>Addison</td>
<td>75001</td>
</tr>
<tr>
<td><a href="mailto:bob_hassett@concentra.com">bob_hassett@concentra.com</a></td>
<td>Telephone: 972.720.7906</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>City</th>
<th>Zip</th>
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<tr>
<th>Name</th>
<th>Address</th>
<th>City</th>
<th>Zip</th>
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</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>City</th>
<th>Zip</th>
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<tr>
<th>Name</th>
<th>Address</th>
<th>City</th>
<th>Zip</th>
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</thead>
<tbody>
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</tbody>
</table>

B. Entity Parties to the Discretionary Contract

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>City</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occupational Health Centers of the Southwest, P.A.</td>
<td>5080 Spectrum Drive, Suite 1200</td>
<td>Addison, TX</td>
<td>75001</td>
</tr>
<tr>
<td>Mignon Labranch</td>
<td>Telephone: 469-401-3403</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
C. Identity of all lobbyists, attorneys or other consultants to be utilized in seeking or executing the proposed discretionary contract with the City of Irving.

Name: N/A
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: 
Officer, Agent or other Contact: 
Address: 
City: 
Zip: 
Email: 
Telephone: 
□ Lobbyist  □ Attorney  □ Consultant

SECTION IV: INDIVIDUAL, OFFICER, EMPLOYEE OR AGENT SIGNATURE

[DocuSign Envelope ID: 37734712-F405-4F00-8DF4-74C1D6ED2128]

R. G. Hassett, DO, MPH

Date: 2/9/2024

Individual, Officer, Employee or Agent

Printed Name: Robert G. Hassett, DO, MPH

Position: President, Treasurer, and Corporate Secretary
Form TGC 2271

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2271

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:

R. G. Hassett DO, MPH

Print Name: Robert G. Hassett

Title: President, Treasurer, and Corporate Secretary

Company Name: Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers

Date Signed: 2/9/2024

NOTARIZATION

THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned notary public on this day personally appeared Robert G. Hassett, DO, MPH, on behalf of Occupational Health Centers of the Southwest, P.A., dba Concentra Medical Centers (Company Name), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2271.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 9th day of February, 2024.

Gina Banks

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

The following definitions apply to TEXAS GOVERNMENT CODE SECTION 2271.001:

(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 #058D-24F

LSR #__________
Form TGC 2274

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2274

By signing below, Company hereby verifies the following:

1. Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Company will not discriminate during the term of the contract against a firearm entity or firearm trade association.

SIGNED BY:  
Robert G. Hassett, DO, MPT  
Print Name: Robert G. Hassett  
Title: President, Treasurer, 
Company Name: Occupational Health Centers of the Southwest, P.A. dba Concentra Medical Centers

Date Signed: 2/9/2024

NOTARIZATION

THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned notary public on this day personally appeared Robert G. Hassett, DO, on behalf of Occupational Health Centers of the (Company Name), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2274.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 9 day of February, 2024.

Gina Banks  
Notary Public in and for the State of Texas

The following definition applies to TEXAS GOVERNMENT CODE SECTION 2274.001:

(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. The term does not include a sole proprietorship.

Additional definitions under TEXAS GOVERNMENT CODE SECTION 2274.001 can be found here https://capitol.texas.gov/tlodocs/87R/billtext/pdf/SB00019F.pdf.

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; unless an applicable exception under Chapter 2274 applies.

Contract #058D-24F  
LSR #___________
Resolution -- Approving As-Needed Expenditures with GT Distributors, Inc., in the Total Estimated Amount of $700,000.00 for Ammunition, Body Armor, Duty Gear, and Other Related Supplies and Equipment through the State of Texas Local Government Statewide Purchasing Cooperative Agreement (BuyBoard)

Administrative Comments

1. This item is recommended by the Police Department. It supports Future in Focus: Safe and Beautiful City – Safeguard public safety, security and health.

2. Impact: Approval of this item will allow the city to continue purchasing ammunition, body armor, and police duty gear and equipment through the designated BuyBoard contract for the specified contract term.

3. A Vendor/Member Contract utilizing BuyBoard Contract No. 698-23 for public safety and firehouse supplies and equipment between the City of Irving and GT Distributors, Inc., was approved on June 2, 2023, through Administrative Award No. 8562, and has been renewed through March 31, 2025.

4. Funding for Fiscal Year 2023-24 is available in the Police Department budget within the General Fund, while funding for Fiscal Year 2024-25 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Spending Term</th>
<th>Total Estimated Amount</th>
<th>Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>GT Distributors, Inc.</td>
<td>4/1/24 – 3/31/25</td>
<td>$200,000.00</td>
<td>2023-24</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$500,000.00</td>
<td>2024-25</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$700,000.00</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-2023-472          Council Action: Approved Expenditures
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: No
TGC 2271 Verification Form Required: No
TGC 2274 Verification Form Required: No
Comments: Purchases made under Contract No. 698-23 meet competitive bid requirements with the State of Texas statues, rules, policies, and procedures. Pricing is reasonable and within budget. These as-needed expenditures will be tracked using Contract No. 42300185-1.

ATTACHMENTS:

Renewal  (PDF)

CURRENT YEAR FINANCIAL IMPACT:

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget:</th>
<th>Actual:</th>
</tr>
</thead>
<tbody>
<tr>
<td>10012002-600073</td>
<td>$100,000.00</td>
<td>$100,000.00</td>
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<tr>
<td>10012002-600165</td>
<td>$100,000.00</td>
<td>$100,000.00</td>
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</tbody>
</table>

Budget Adjustment/Transfer Required: No

Purchase orders will be issued as needed.

REVISION INFORMATION:

Prepared: 1/11/2024 09:57 AM by Jacqueline Proffer
Last Updated: 3/5/2024 01:52 PM by Jacqueline Proffer
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 14357)

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

WHEREAS, the City of Irving entered into an Interlocal Cooperative Purchasing Agreement with the Texas Local Government Statewide Cooperative Purchasing Program administered by the Texas Association of School Boards (BuyBoard) on January 11, 2001, which was amended on February 8, 2007; and

WHEREAS, the City of Irving entered into a Vendor/Member contract with GT Distributors, Inc., by Administrative Award No. 8562 on June 2, 2023, which supports the utilization of BuyBoard Contract No. 698-23 for public safety and firehouse supplies and equipment which has been renewed through March 31, 2025;

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

SECTION I. THAT the City Council hereby authorizes as-need expenditures with GT Distributors, Inc., in the estimated amount of $200,000.00 for the period of April 1, 2024, through September 30, 2024, and in the estimated amount of $500,000.00 for the period of October 1, 2024, through March 31, 2025, subject to funds being appropriated in Fiscal Year 2024-25, for as-needed purchases of ammunition, body armor, and police duty gear and equipment through BuyBoard Contract No. 698-23.

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

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS,
on March 21, 2024.

_____________________________________________________

RICHARD H. STOPFER
MAYOR

ATTEST:

_____________________________________________________

Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

_____________________________________________________

Kuruvilla Oommen
City Attorney
February 11, 2024

DAVID CURTIS
GT Distributors, Inc.
1124 New Meister Lane
Pflugerville TX  78660-6937

Re: Public Safety and Firehouse Supplies and Equipment
BuyBoard Contract 698-23

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Public Safety and Firehouse Supplies and Equipment, Contract 698-23 effective 4/1/2023 through March 31, 2024, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through March 31, 2025.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg
Jim Tulberg
Contract Administrator
Resolution -- Renewing the Annual Contact with Midwest Veterinary Supply, Inc., in the Total Estimated Amount of $220,000.00 for Veterinarian Vaccines, Medicines and Related Supplies

Administrative Comments
1. This item is recommended by the Police Department – Animal Services Division. It supports Future in Focus: Safe and Beautiful City - Safeguard public safety, security, and health.

2. Impact: This contract provides shelter animals with necessary vaccines and medicines, ensuring a safe and healthy environment for them while protecting residents from zoonotic diseases.

3. This renewal establishes the continuation of an annual contract to provide veterinarian vaccines, medicines, and related supplies. This is the first of two, one-year renewal options. The current contract expires on March 31, 2024.

4. Funding for Fiscal Year 2023-24 is available in the Police Department budget within the General Fund, while funding for Fiscal Year 2024-25 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Expenditure</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Midwest Veterinary Supply, Inc.</td>
<td>4/1/24 – 3/31/25</td>
<td>$110,000.00</td>
<td>2023-24</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$110,000.00</td>
<td>2024-25</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$220,000.00</td>
<td></td>
</tr>
</tbody>
</table>

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: No  Review Completed By: N/A
Previous Action: RES-2023-122  Council Action: Approved Award
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: No
TGC 2271 Verification Form Required: No
TGC 2274 Verification Form Required: No

Services provided by the vendor meet specifications and performance criteria; price increases have been approved by staff. This is the first of two, one-year renewal options. These as-needed purchases will be tracked using Contract No. 42300146-1.
ATTACHMENTS:
Renewal Summary  (PDF)

CURRENT YEAR FINANCIAL IMPACT:
10012004-600059    Budget: $110,000.00    Actual: $110,000.00
Budget Adjustment/Transfer Required: No
Purchase orders will be issued as needed for annual contract.

REVISION INFORMATION:
Prepared: 3/4/2024 12:31 PM by Tonya White
Last Updated: 3/14/2024 10:52 AM by Tonya White
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby renews the annual contract with Midwest Veterinary Supply, Inc., in the estimated amount of $110,000.00 for the period of April 1, 2024, through September 30, 2024, and in the estimated amount of $110,000.00 for the period of October 1, 2024, through March 31, 2025, subject to funds being appropriated in Fiscal Year 2024-25.

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on March 21, 2024.

__________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

__________________________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

__________________________________________
Kuruvilla Oommen
City Attorney
## City of Irving, Texas RENEWAL SUMMARY

ITB No.: 051L-23F Veterinary Vaccines, Medicines and Related Supplies

### ITB Name: Veterinary Vaccines, Medicines and Related Supplies

<table>
<thead>
<tr>
<th>Line #</th>
<th>Description</th>
<th>QTY</th>
<th>UOM</th>
<th>Estimated Unit</th>
<th>Estimated Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>GROUP 1 (LINES 1.1-1.4) MANUFACTURER'S VACCINE PRICING</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Nobivac Canine 1 DAPPv - No Substitute</td>
<td>120</td>
<td>TRAYS</td>
<td>$81,270.00</td>
<td>$81,270.00</td>
</tr>
<tr>
<td>1.20</td>
<td>Nobivac Intra-Trac 3 - No Substitute</td>
<td>80</td>
<td>TRAYS</td>
<td>$207.75</td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Nobivac 3-Rabies -No Substitute</td>
<td>60</td>
<td>TRAYS</td>
<td>$206.00</td>
<td></td>
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<tr>
<td>1.4</td>
<td>Nobivac Feline 1-HCP - No Substitute</td>
<td>150</td>
<td>TRAYS</td>
<td>$178.00</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>GROUP 2 - VET SUPPLIES (LINES 2.1-2.42) PLEASE BID ALL LINES OR NONE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1</td>
<td>Monoject 1 mL syringe without needle or equal</td>
<td>50</td>
<td>BOX</td>
<td>$16.26</td>
<td></td>
</tr>
<tr>
<td>2.2</td>
<td>Monoject 1 mL syringe with needle or equal (100 Count)</td>
<td>60</td>
<td>BOX</td>
<td>$25.91</td>
<td></td>
</tr>
<tr>
<td>2.3</td>
<td>Monoject 3 mL syringe luer lock with 22 x 3/4&quot; needles or equal</td>
<td>35</td>
<td>BOX</td>
<td>$10.65</td>
<td></td>
</tr>
<tr>
<td>2.4</td>
<td>Monoject 6 mL syringe with slip tip. Rigid autoclavable pk or equal</td>
<td>10</td>
<td>BOX</td>
<td>$10.65</td>
<td></td>
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<tr>
<td>2.5</td>
<td>Nobivac Canine 1 DAPPv - No Substitute</td>
<td>120</td>
<td>TRAYS</td>
<td>$81,270.00</td>
<td>$73.95</td>
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<tr>
<td>2.6</td>
<td>XYLAMED INJ 100mg 50ml</td>
<td>10</td>
<td>BOTTLE</td>
<td>$30.95</td>
<td></td>
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<tr>
<td>2.7</td>
<td>SOFLURANE 250ml</td>
<td>60</td>
<td>UNITS</td>
<td>$33.75</td>
<td></td>
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<tr>
<td>2.8</td>
<td>TZED 100mg/ml</td>
<td>150</td>
<td>BOTTLE</td>
<td>$56.75</td>
<td></td>
</tr>
<tr>
<td>2.9</td>
<td>Antisedan (Generic is acceptable)</td>
<td>5</td>
<td>BOTTLE</td>
<td>$153.21</td>
<td></td>
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<tr>
<td>2.10</td>
<td>Convenia</td>
<td>25</td>
<td>VIAL</td>
<td>$392.15</td>
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<tr>
<td>2.11</td>
<td>Simbadol for cats</td>
<td>10</td>
<td>BOTTLE</td>
<td>$285.30</td>
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<tr>
<td>2.12</td>
<td>Meloxicam injectable 5 mg/mL</td>
<td>50</td>
<td>VIAL</td>
<td>$112.19</td>
<td></td>
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<tr>
<td>2.13</td>
<td>Pro-Pectinal Ani-diarrheal Gel</td>
<td>30</td>
<td>EA</td>
<td>$16.45</td>
<td></td>
</tr>
<tr>
<td>2.14</td>
<td>Carprofen 25 mg</td>
<td>10</td>
<td>BOTTLE</td>
<td>$50.08</td>
<td></td>
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<tr>
<td>2.15</td>
<td>Carprofen 75 mg</td>
<td>15</td>
<td>BOTTLE</td>
<td>$57.78</td>
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</tr>
<tr>
<td>2.16</td>
<td>Carprofen 100 mg</td>
<td>15</td>
<td>BOTTLE</td>
<td>$73.03</td>
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<tr>
<td>2.17</td>
<td>Doxycycline 100 mg tablets</td>
<td>50</td>
<td>BOTTLE</td>
<td>$34.52</td>
<td></td>
</tr>
<tr>
<td>2.18</td>
<td>Cefpodoxime 100 mg</td>
<td>15</td>
<td>BOTTLE</td>
<td>$34.83</td>
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<tr>
<td>2.19</td>
<td>Iverhart Max Chewable, 6 to 12 lb.</td>
<td>10</td>
<td>BOX</td>
<td>$226.51</td>
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<tr>
<td>2.20</td>
<td>Iverhart Max Chewable, 12.1 to 25 lb.</td>
<td>10</td>
<td>BOX</td>
<td>$226.51</td>
<td></td>
</tr>
<tr>
<td>2.21</td>
<td>Iverhart Max Chewable, 25 to 50 lb.</td>
<td>20</td>
<td>BOX</td>
<td>$277.51</td>
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</tr>
<tr>
<td>2.22</td>
<td>Iverhart Max Chewable, 50 to 100 lb.</td>
<td>15</td>
<td>BOX</td>
<td>$327.58</td>
<td></td>
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<tr>
<td>2.23</td>
<td>Surgical Gloves, Latex, Powder Free, Sterile Size 6</td>
<td>8</td>
<td>BOX</td>
<td>$30.69</td>
<td></td>
</tr>
<tr>
<td>2.24</td>
<td>Surgical Gloves, Latex, Powder Free, Sterile Size 6.5</td>
<td>8</td>
<td>BOX</td>
<td>$30.69</td>
<td></td>
</tr>
<tr>
<td>2.25</td>
<td>Exam Gloves, Latex, Powder-Free - Small</td>
<td>60</td>
<td>BOX</td>
<td>$30.69</td>
<td></td>
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<tr>
<td>2.26</td>
<td>Exam Gloves, Latex, Powder-Free - Medium</td>
<td>150</td>
<td>BOX</td>
<td>$30.69</td>
<td></td>
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<tr>
<td>2.27</td>
<td>Exam Gloves, Latex, Powder-Free - Large</td>
<td>325</td>
<td>BOX</td>
<td>$30.69</td>
<td></td>
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<tr>
<td>2.28</td>
<td>PGCL Absorbable Suture #0 Reverse Cutting 36mm</td>
<td>10</td>
<td>BOX</td>
<td>$68.80</td>
<td></td>
</tr>
<tr>
<td>2.29</td>
<td>PGCL Absorbable Suture #2-0 Reverse Cutting 36mm</td>
<td>10</td>
<td>BOX</td>
<td>$69.06</td>
<td></td>
</tr>
<tr>
<td>2.30</td>
<td>PGCL Absorbable Suture #3-0 Reverse Cutting 36mm</td>
<td>10</td>
<td>BOX</td>
<td>$69.06</td>
<td></td>
</tr>
<tr>
<td>2.31</td>
<td>Rescue Accelerated Hydrogen Peroxide Concentrate - No Substitute Delivery</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.32</td>
<td>Rescue Ready to Use Wipes - No Substitute</td>
<td>60</td>
<td>EACH</td>
<td>$14.32</td>
<td></td>
</tr>
<tr>
<td>2.33</td>
<td>Seldad for Cats</td>
<td>20</td>
<td>EACH</td>
<td>$220.35</td>
<td></td>
</tr>
<tr>
<td>2.34</td>
<td>Bravecto Topical, 1400 mg, 88-123 lb</td>
<td>8</td>
<td>BOX</td>
<td>$386.70</td>
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<tr>
<td>2.35</td>
<td>Praziqantel Inj 50ml</td>
<td>20</td>
<td>BOTTLE</td>
<td>$361.67</td>
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<tr>
<td>2.36</td>
<td>KMR Kitten Powder 5 lb</td>
<td>10</td>
<td>BAG</td>
<td>$74.48</td>
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<tr>
<td>2.37</td>
<td>Para-Defense ADV K9 XL 55+</td>
<td>70</td>
<td>EACH</td>
<td>$71.80</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>GROUP 3 (LINE 3.1 ONLY) BID ALL LINES OR NONE</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3.1</td>
<td>$40,000 Estimated for other catalog items not specifically listed above</td>
<td>1</td>
<td>EA</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Renewal Pricing includes documented and approved escalation pricing for item(s) highlighted in yellow. Item(s) highlighted in green are substituted items. They are the same items, just a different vendor.

Tonya White, Purchasing Agent

Midwest Veterinary Supply, INC

Total Price | $193,281.44

3/21/2024
Resolution -- Rejecting Any and All Bids Relative to ITB No. 016T-24F for Gas Masks and Accessories

Administrative Comments
1. This item is recommended by the Police Department. It supports Future in Focus: Safe and Beautiful City – Safeguard public safety, security and health.
2. Impact: Gas masks provide necessary protection to our Police force during emergency situations.
3. Eight bids were received in response to ITB No. 016T-24F, all of which were determined by the Department to be over budget; therefore, staff recommends rejecting any and all bids. The Police Department will develop another plan to fit within budget constraints at a later date.

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: No  Review Completed By: N/A
Previous Action: None  Council Action: None
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: No
TGC 2271 Verification Form Required: No
TGC 2274 Verification Form Required: No

Comments: Purchasing sent solicitation notices for ITB No. 016T-24F to 824 vendors, of which 208 were M/WBE or HUB vendors. Eight bids were received, four of which were from MWBE or HUB vendors.

CURRENT YEAR FINANCIAL IMPACT:
None

REVISION INFORMATION:
Prepared: 3/1/2024 03:58 PM by Tonya White
Last Updated: 3/15/2024 11:43 AM by Tonya White
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. 016T-24F Gas Masks and Accessories.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on March 21, 2024.

_______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
Resolution -- Approving and Accepting the Bid of Dallas Backup, Inc., dba Onstage Systems, in an Amount Not to Exceed $65,000.00 for Sparks and Stripes Stage, Sound, Lighting, Video and Special Effects

Administrative Comments

1. This item is recommended by the Parks & Recreation Department and supports Future in Focus: Sense of Community – Provide exceptional recreational, cultural, and educational opportunities.

2. Impact: The annual celebration of Independence Day in Irving is a signature event valued by our community. This contract will provide stage, sound, lighting, video, and special effects for the event. The vendor will also work with the fireworks and drone vendors to play all musical tracks tied into their display.

3. This award establishes an annual contract for the continuation of providing A/V, stage, sound, lighting and video for the City’s Sparks and Stripes Independence Day celebration. The award is for one year with three, one-year renewal options.

4. Funding in an amount not to exceed $65,000.00 is available in the Parks & Recreation Department budget within the General Fund.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: No  Review Completed By: N/A
Previous Action: None  Council Action: None
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: Yes
TGC 2271 Verification Form Required: No
TGC 2274 Verification Form Required: No

Comments: Purchasing sent solicitation notices for ITB #051LR-24F to 2,384 vendors, of which 1,359 were M/WBE or HUB vendors. Three responses were received, one of which was from an M/WBE or HUB vendor. The lowest responsive, responsible bidder meets specifications and performance criteria. Pricing is reasonable and within budget.

ATTACHMENTS:

Bid Tabulation  (PDF)
CURRENT YEAR FINANCIAL IMPACT:

10013007-640600  Budget: $65,000.00  Actual: $65,000.00
Budget Adjustment/Transfer Required: No
Purchase orders will be issued as-needed for annual contract.

REVISION INFORMATION:
Prepared:  2/19/2024 04:34 PM by Lauren Rodriguez
Last Updated:  3/14/2024 08:28 PM by Darlene Humphries
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves and accepts the bid of Dallas Backup, Inc., dba Onstage Systems in an amount not to exceed $65,000.00 for ITB No. 051LR-24F for Sparks and Stripes Stage, Sound, Lighting, Video, and Special Effects.

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on March 21, 2024.

________________________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
<table>
<thead>
<tr>
<th>Line #</th>
<th>Description</th>
<th>QTY</th>
<th>UOM</th>
<th>Unit</th>
<th>Extended</th>
<th>Unit</th>
<th>Extended</th>
<th>Unit</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Stage Set Up (similar to a Stageline SL260 mobile stage-32x24'), necessary audio, lighting, video, power, and staff for up to four live performances (ranging from solo artists to a 15-piece bands).</td>
<td>1</td>
<td>EA</td>
<td>$18,008.08</td>
<td>$18,008.08</td>
<td>$48,350.00</td>
<td>$48,350.00</td>
<td>$50,025.00</td>
<td>$50,025.00</td>
</tr>
<tr>
<td>2</td>
<td>Optional Video Wall add on with a separate truss structure(similar to a Absen 5mil x5 LED Wall-20x12' separate truss structure),</td>
<td>1</td>
<td>EA</td>
<td>$9,150.00</td>
<td>$9,150.00</td>
<td>$14,000.00</td>
<td>$14,000.00</td>
<td>$10,675.00</td>
<td>$10,675.00</td>
</tr>
<tr>
<td>3</td>
<td>Reimbursable Expenses (in the Not to Exceed Amount) include Travel, Lodging and Meals</td>
<td>1</td>
<td>Lump Sum</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>4</td>
<td>Percent of lump sum bid price due as deposit upon contract award.</td>
<td>1</td>
<td>EA</td>
<td>50.0%</td>
<td>25.0%</td>
<td>50.0%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Liquidated damages in the case of cancellation of the show by the city.</td>
<td>1</td>
<td>Lump Sum</td>
<td>$13,579.00</td>
<td>$13,579.00</td>
<td>$15,587.50</td>
<td>$15,587.50</td>
<td>$25,012.50</td>
<td>$25,012.50</td>
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</tbody>
</table>
Resolutions -- Awarding an Annual Contract to Illumination Fireworks Partners LP, in an Amount Not to Exceed $55,000 for the Sparks and Stripes Fireworks Show

Administrative Comments

1. This item is recommended by the Parks & Recreation Department and supports Future in Focus: Sense of Community – Provide exceptional recreational, cultural, and educational opportunities.

2. Impact: The annual celebration of Independence Day in Irving is a signature event valued by our community. This contract will provide the community with a fireworks display at Levy Plaza on July 3, 2024.

3. A Request for Proposals (RFP) was issued on January 5, 2024, for City of Irving’s Sparks and Stripes Fireworks Show. One proposal was received in response to this RFP. The proposal submitted by Illumination Fireworks Partners LP, meets all requirements as set forth in the RFP specifications and is recommended for award.

4. This award establishes an annual contract for the continuation of providing a Sparks and Stripes fireworks show. The award is for one year with three, one-year renewal options.

5. Funding in an amount not to exceed $55,000.00 is available in the Parks & Recreation Department budget within the General Fund.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: No Review Completed By: N/A
Previous Action: None Council Action: None
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: Yes
TGC 2271 Verification Form Required: No
TGC 2274 Verification Form Required: No

Comments: Purchasing sent solicitation notices for RFP No. 050LR-24F to 2,384 vendors of which 1,359 were M/WBE or HUB vendors. One response was received. These as-needed expenditures will be tracked using Contract No. 42400151-3.

The evaluation criteria for selection were as follows: proposed fee (30%); creativity (30%); references (30%); and experience/qualifications (10%).
CURRENT YEAR FINANCIAL IMPACT:
10013007-640600  Budget: $55,000.00  Actual: $55,000.00
Budget Adjustment/Transfer Required: No
Purchase orders will be issued as-needed for annual contract.

REVISION INFORMATION:
Prepared: 2/23/2024 01:55 PM by Lauren Rodriguez
Last Updated: 3/14/2024 08:53 PM by Darlene Humphries
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby awards an annual contract to Illumination Fireworks Partners LP, in an amount not to exceed of $55,000.00, for RFP No. 050LR-24F Sparks and Stripes Fireworks Show.

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on March 21, 2024.

________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

________________________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

________________________________________
Kuruvilla Oommen
City Attorney
AGENDA ITEM SUMMARY

Resolution -- Awarding an Annual Contract to Sky Elements, LLC, in an Amount Not to Exceed of $75,000.00 for the Sparks and Stripes Drone Show

Administrative Comments
1. This item is recommended by the Parks & Recreation Department and supports Future in Focus: Sense of Community – Provide exceptional recreational, cultural and educational opportunities.

2. Impact: The annual celebration of Independence Day in Irving is a signature event valued by our community. This year’s event will continue to provide the community with a custom drone show at Levy Plaza on July 3, 2024.

3. A Request for Proposals (RFP) was issued on January 5, 2024, for City of Irving’s Sparks and Stripes drone show. Four proposals were received in response to this RFP. The proposal submitted by Sky Elements, LLC, received the highest points based on the evaluation criteria established in the RFP.

4. This award establishes an annual contract for the continuation of providing a Sparks and Stripes drone show. The award is for one year with three, one-year renewal options. The contract also includes pricing for larger drone shows should the city desire to expand the show in the future.

5. Funding in an amount not to exceed $75,000.00 for the 2024 Sparks and Stripes Drone Show is available in the Parks & Recreation Department budget within the General Fund.

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: No Review Completed By: N/A
Previous Action: None Council Action: None
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: Yes
TGC 2271 Verification Form Required: No
TGC 2274 Verification Form Required: No

Comments: Purchasing sent solicitation notices for RFP No. 049LR-24F to 2,384 vendors of which 1,359 were M/WBE or HUB vendors. Four responses were received. These as-needed expenditures will be tracked using Contract No. 42400152-3.

The evaluation criteria for selection were as follows: proposed fee (20%); creativity (30%); references (25%); and experience/qualifications (25%).
CURRENT YEAR FINANCIAL IMPACT:
10013007-640600  Budget: $75,000.00  Actual: $75,000.00
Budget Adjustment/Transfer Required: No
Purchase orders will be issued as-needed for annual contract.

REVISION INFORMATION:
Prepared: 2/23/2024 02:55 PM by Lauren Rodriguez
Last Updated: 3/14/2024 09:02 PM by Darlene Humphries
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby awards an annual contract to Sky Elements, LLC, in an amount not to exceed $75,000.00 for RFP No. 049LR-24F for Sparks and Stripes Drone Show.

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on March 21, 2024.

________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_____________________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

_____________________________________
Kuruvilla Oommen
City Attorney
Resolution -- Approving and Accepting the Bid of McMillan James Equipment Company, LLC., in the Total Estimated Amount of $270,564.00 for the Purchase of a Community Development Block Grant (CDBG) Funded HVAC Evacuator Chloramine Removal System

Administrative Comments

1. This item is recommended by the Parks and Recreation Department. It supports Future in Focus: Sense of Community - Provide exceptional recreational, cultural and educational opportunities.

2. Impact: The addition of a Chloramine Evacuator System will greatly improve the indoor air quality of the Heritage Aquatic Center. This system will evacuate the chloramines, the byproduct of the sanitation process from chlorine, that sits right above the pool water to the exterior of the building. This will decrease the uncomfortable chlorine smell and will greatly increase the breathable air quality for staff and patrons.

3. Approval of this item will provide for the purchase of a HVAC Evacuator Chloramine Removal System for the Heritage Aquatic Center. One bid was received in response to this best value solicitation. The bid from McMillan James Equipment Company, LLC., meets all requirements as set forth in the specifications and is recommended for award.

4. This purchase is being funded through the U.S. Department of Housing and Urban Development Community Development Block Grant Program.

5. Funding in the total estimated amount of $270,564.00 is available in the Community Development Block Grant 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 2271 Verification Form Required: Yes
TGC 2274 Verification Form Required: Yes

Purchasing sent solicitations notices for ITB No. 072LR-24F to 1,174 vendors, 792 of which were MWBE or HUB vendors.

The evaluation criteria were as follows: Proposed fee (60%); relevant project experience
(30%); references/qualifications (10%).

ATTACHMENTS:

2271 & 2274 - McMillan James Equipment Company (PDF)

CURRENT YEAR FINANCIAL IMPACT:

20015004-700015  Budget: $270,564.00  Actual: $270,564.00  
Budget Adjustment/Transfer Required: No  
Requisition #12402466

REVISION INFORMATION:

Prepared: 3/4/2024 11:49 AM by Lauren Rodriguez  
Last Updated: 3/15/2024 12:00 PM by Darlene Humphries
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves and accepts the bid of McMillan James Equipment Company, LLC, in the total estimated amount of $270,564.00 for ITB No. 072LR-24F Community Development Block Grant (CDBG) Funded HVAC Evacuator Chloramine Removal System and awards a contract to said company in said amount.

SECTION II. THAT funding for this expenditure is available in the Community Development Block Grant 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 March 21, 2024.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
Form TGC 2271

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2271

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: Robert McMillan
Title: Principal

Company Name: McMillan James Equipment Company, LLC

Date Signed: February 26, 2024

NOTARIZATION

THE STATE OF Texas §
COUNTY OF Tarrant §

BEFORE ME, the undersigned notary public on this day personally appeared Robert McMillan, on behalf of McMillan James Equipment Company, LLC (Company Name), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2271.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 26th day of February, 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF Texas

The following definitions apply to TEXAS GOVERNMENT CODE SECTION 2271.001:

(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 #072LR-24F

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 Texas §
COUNTY OF Tarrant §

I, Robert McMillan, 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.

McMillan James Equipment Company, LLC (Company Name) objects to the verification required by Texas Government Code Section 2271.002 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 26th day of February 2024.

By: [Signature]

Name: Robert McMillan
Title: Principal

On behalf of: McMillan James Equipment Company, LLC (Company Name)

Subscribed and sworn to before me this 26th day of February 2024.

Notary Public In and For the State of Texas

Contract #072LR-24

LSR #__________
Form TGC 2274

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2274

By signing below, Company hereby verifies the following:

1. Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Company will not discriminate during the term of the contract against a firearm entity or firearm trade association.

SIGNED BY:

Print Name: Robert McMillan
Title: Principal

Company Name: McMillan James Equipment Company, LLC

Date Signed: February 26, 2024

NOTARIZATION

THE STATE OF Texas

COUNTY OF Tarrant

BEFORE ME, the undersigned notary public on this day personally appeared Robert McMillan, on behalf of McMillan James Equipment Company, LLC (Company Name), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2274.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 26th day of February, 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF Texas

The following definition applies to TEXAS GOVERNMENT CODE SECTION 2274.001:

(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. The term does not include a sole proprietorship.

Additional definitions under TEXAS GOVERNMENT CODE SECTION 2274.001 can be found here https://capitol.texas.gov/tlodocs/87R/billtext/pdf/SB00019F.pdf.

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; unless an applicable exception under Chapter 2274 applies.

Contract #072LR-24F

LSR #_________
Resolution -- Approving a Contract Between the City of Irving and MART, Inc., in the Amount of $1,087,000.00 for the American Rescue Plan Act (ARPA) Funded Basement Renovation at IAC

Administrative Comments

1. This item is recommended by the Irving Arts Center Department. It supports Future in Focus: Sense of Community - Provide exceptional recreational, cultural and educational opportunities.

2. Impact: This contract will allow Irving Arts Center to bring the dressing room areas in the basement up to ADA compliance as well as improve the aesthetics, energy efficiency and amenities of our dressing rooms. These renovations will also assist in meeting earned income projections for rentals and maintain the Art Center as a destination spot for clients, patrons and visitors alike.

3. The current configuration of the dressing rooms has remained unaltered since the facility was constructed. This renovation will allow us the opportunity to improve the amenities and services needed to better serve our clients. These improvements will also aid in reducing overall operational costs by providing touch-free and motion sensitive energy efficient devices thus reducing the Art Centers carbon footprint.

4. A solicitation for Competitive Sealed Proposals (CSP) was issued for this project which closed on December 1, 2023. Staff recommends awarding this contract to Mart, Inc. as the respondent scoring the highest points based upon the evaluation criteria established in the CSP.

5. Funding in the amount of $1,087,000.00 has been requested from the American Rescue Plan Act (ARPA) funds received by the City; the City’s ARPA team has reviewed this request and recommends the use of ARPA funds for this expenditure.

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

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

Discretionary Contract Disclosure Form Required: Yes
Certificate of Interested Parties (Form 1295) Required: Yes
TGC 2271 Verification Form Required: Yes
TGC 2274 Verification Form Required: Yes
Comments: Purchasing sent solicitations for CSP No. 007D-24F to 4,850 vendors, 3,053 of which were MWBE or HUB vendors. Five responses were received, two of which were from MWBE or HUB vendors.

Evaluation criteria were as follows: project cost (50%); Experience with this type of work (30%); Presentation of Qualifications (10%); Demonstrated ability to complete project in budget and on time (10%).

ATTACHMENTS:

Mart, Inc. Discretionary Contract Disclosure Form (PDF)
Mart, Inc. - TGC 2274 (PDF)
Mart, Inc. - TGC 2271 (PDF)

CURRENT YEAR FINANCIAL IMPACT:

22253401-700075 GFARPAAC23-CAPITAL Budget: $1,087,000.00 Actual: $1,087,000.00
Budget Adjustment/Transfer Required: No
Requisition No. 1240

REVISION INFORMATION:

Prepared: 3/3/2024 07:28 PM by Tonya White
Last Updated: 3/15/2024 12:00 PM by Darlene Humphries
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 14482)

WHEREAS, the American Rescue Plan Act (“Act”) was signed into law March 11, 2021; and

WHEREAS, through Resolution No. 2021-190 the City Council approved the submission required for receipt of funds from the Act and the Mayor was authorized to execute any necessary documents on behalf of the City of Irving, upon approval by the City Attorney; and

WHEREAS, on June 17, 2021, the Irving City received $27,138,747 of funds under the Act; and

WHEREAS, the City of Irving desires to complete basement renovations at the Irving Arts Center (IAC) to bring the dressing room areas up to ADA compliance as well as improve their aesthetics, energy efficiency and amenities to better serve our clients (the “Project”); and

WHEREAS, the City Council finds that these renovations will allow IAC to continue to meet earned income projections for rentals and maintain the Art Center which will further the public purpose as a destination spot for clients, patrons, and visitors alike; and

WHEREAS, the Project would not be funded without the availability of federal funds; and

WHEREAS, this renovation project is an allowable expense under the Act;

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

SECTION I. THAT the City Council hereby awards a contract to Mart, Inc., in the amount of $1,087,000.00, for CSP No. 007D-24F American Rescue Plan Act (ARPA) Funded Basement Renovation at IAC.

SECTION II. THAT funding for this expenditure is available in the American Rescue Plan Act (ARPA) 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 March 21, 2024.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
SECTION III: IDENTITY OF PARTIES AND SUBCONTRACTORS TO THE DISCRETIONARY CONTRACT

A. Project Description: American Reuse Plan Act Funded Irving Arts Center Basement Renovation

B. RFP or RQD. Number and Date of Issuance: CPD No. 0072.45

SECTION II: PROJECT

to any council action, whichever is first. Change in the information, this form should be supplemented within five (5) days of such change of prior individual or entity with extra pages attached as needed to complete the response. In the case of any city, to the certain disclosures with the city. This form should be filed by any proposal by the award date a basis other than competitive bidding and which exceeds $210,000 in amounts by the Irving Ethics Code requires individuals or entities who seek a contract with the city or Irving which is

SECTION I: BASIC GUIDELINES

Discernmentary Contract Disclosure Form

Attachment: Mart, Inc. Discretionary Contract Disclosure Form (14482 : 14P34 AWD ARPA Basement)
SECTION IV: INDIVIDUAL, OFFICER, EMPLOYEE OR AGENT SIGNATURE

Consultant □ Attorney □ Lobbyist □
Name: ____________________________
Email: ____________________________
Telephone: ________________________
Address: __________________________
City: _____________________________
Zip: ____________________________
Officer, Agent or other Contact: __________
Name: ____________________________
Email: ____________________________
Telephone: ________________________
Address: __________________________
City: _____________________________
Zip: ____________________________
Officer, Agent or other Contact: __________
Name: ____________________________
Email: ____________________________
Telephone: ________________________
Address: __________________________
City: _____________________________
Zip: ____________________________
Officer, Agent or other Contact: __________
Name: ____________________________
Email: ____________________________
Telephone: ________________________
Address: __________________________
City: _____________________________
Zip: ____________________________
Officer, Agent or other Contact: __________
Name: ____________________________
Email: ____________________________
Telephone: ________________________
Address: __________________________
City: _____________________________
Zip: ____________________________
Officer, Agent or other Contact: __________
Name: ____________________________
Email: ____________________________
Telephone: ________________________
Address: __________________________
City: _____________________________
Zip: ____________________________
Officer, Agent or other Contact: __________
Name: ____________________________
Email: ____________________________
Telephone: ________________________
Address: __________________________
City: _____________________________
Zip: ____________________________
Officer, Agent or other Contact: __________

[Type here]
Contractors must be an applicable exception under Chapter 2274.

The following definition applies to Texas Government Code Section 2274:

NOTARY PUBLIC IN AND FOR THE STATE OF Texas

Sworn to and subscribed before me on the 1st day of December, 2023.

Before me, the undersigned public officer, on this day personally appeared

Daniel T. Martin

President

Tim Proctor

Signature

MART, INC.

County of Dallas

The State of Texas

NOTARY

12/01/2023

Date Notarized

Company Name

Print Name

SIGNED BY:

By signature below, Company hereby verifies the following:

1. The entity or firm named above is an entity of the contract and agrees to
   perform the services required.

2. The entity or firm named above is an entity of the contract and agrees to
   perform the services required.

Form TGC 2274

Packet Pg. 262

Attachment: Mart, Inc. - TGC 2274 (14482 : 14P34 AWD ARPA Basement Renovation at IAC)
Contract

100000.00

There are two parties to this contract: (a) Mart, Inc., a company with 10 or more full-time employees, and (b) Texas Government Code Section 227.001. That has a value of

(2) "Company" means a for-profit organization, association, corporation, partnership, joint venture,

that exists to make a profit but does not include a sole proprietorship.

the following definitions apply to Texas Government Code Section 227.001:

NOTARY PUBLIC IN AND FOR THE STATE OF

Texas

Notary Public in and for the State of Texas, do hereby certify that the undersigned has personally appeared before me, on this day of December, 2023, and have examined the foregoing verification received by Texas Government Code Section 227.002, and that the statements contained therein are true and correct.

Before duly sworn, the undersigned, an officer of Mart, Inc., do hereby verify the foregoing verification received by Texas Government Code Section 227.002, and that the statements contained therein are true and correct.

Texas

DALLAS COUNTY OF

Texas

NOTARIZATION

12/01/2023

Mart, Inc.

Tim Doctor

President

The party executing this contract, Mart, Inc., is a company with 10 or more full-time employees.

By signature below, Company hereby verifies the following:

Verification Required by Texas Government Code Chapter 227.

FORM TGC 2271

Date Signed:

Company Name:

Position Name:

Signed By:

1. Company does not boycott Israel.

2. Company will not boycott Israel during the term of the contract.
Resolution -- Approving Additional Expenditures in the Total Estimated Amount of $300,000.00 for the Remainder of the Current Spending Term with Gomez Floor Covering, Inc., dba GFC Contracting, for Flooring Purchases, Installation and Repair Services through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

Administrative Comments

1. This item has been recommended by the Capital Improvement Program Department. It supports Future In Focus: Infrastructure Investment – Support strategic investment in city facilities.

2. **Impact:** Approval of this item allows the city to address flooring damage and replacement quickly and efficiently in order to maintain the appearance, cleanliness, and safety of City facilities.

3. A Vendor/Member contract with Gomez Floor Covering, Inc., dba GFC Contracting, was approved on July 22, 2021, by Resolution No. 2021-259. The contract supports utilization of BuyBoard Contract No. 642-21 for Carpet and Tile Flooring, Stage Floor Refinishing, Concrete Polishing, Grinding and Staining, which expires May 31, 2024.

4. Funding for Fiscal Year 2023-24 is available in various departmental budgets within various funds.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Spending Term</th>
<th>Total Estimated Amount</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gomez Floor Covering, Inc., dba GFC Contracting</td>
<td>3/22/24 - 5/31/24</td>
<td>$300,000.00</td>
<td>2023-24</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$300,000.00</td>
<td></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

ADDITIONAL COMMENTS:

- **Contract Required:** No
- **Review Completed By:** N/A
- **Previous Action:** RES-2023-225
- **Council Action:** Approved Expenditures
- **Discretionary Contract Disclosure Form Required:** No
- **Certificate of Interested Parties (Form 1295) Required:** No
- **TGC 2271 Verification Form Required:** No
- **TGC 2274 Verification Form Required:** No
**Comments:** These as-needed expenditures meet competitive bid requirements with State of Texas statues, rules, policies, and procedures and have been determined to offer pricing that is reasonable and within budget. They will be tracked using Contract No. 42100146-0.

**CURRENT YEAR FINANCIAL IMPACT:**

Various Budget: $300,000.00 Actual: $300,000.00  
Budget Transfer/Adjustment Required: No  
Purchase orders will be issued as needed.

**REVISION INFORMATION:**

Prepared: 2/23/2024 11:06 AM by Lauren Rodriguez  
Last Updated: 3/14/2024 06:37 PM by Darlene Humphries
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 purchasing agreements and is deemed thereby to satisfy state laws requiring competitive bidding; and

WHEREAS, the City of Irving entered into an Interlocal Cooperative Purchasing Agreement with the Texas Local Government Statewide Cooperative Purchasing Program administered by the Texas Association of School Boards (the BuyBoard Program) on January 11, 2001, which was amended on February 8, 2007; and

WHEREAS, the City of Irving entered into a Vendor/Member Contract with Gomez Floor Covering, Inc., dba GFC Contracting on July 22, 2021 by Resolution No. 2021-259 for utilization of BuyBoard Contract No. 642-21 which expires May 31, 2024;

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

SECTION I. THAT the City Council hereby approves as-needed expenditures with Gomez Floor Covering, Inc., dba GFC Contracting, in the estimated amount of $300,000.00 for the period of March 22, 2024, through May 31, 2024, for flooring purchases, installation and repair services utilizing BuyBoard Contract No. 642-21.

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

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on March 21, 2024.

______________________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

______________________________________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

______________________________________________________
Kuruvilla Oommen
City Attorney
Resolution -- Approving Additional Spending in the Total Estimated Amount of $250,000.00 for the Remainder of the Current Spending Term and Authorizing Expenditures in the Total Estimated Amount of $900,000.00 for the Upcoming Annual Spending Term with Air Conditioning Innovative Solutions, Inc. (ACIS), for HVAC Equipment Purchases, Installation, Repair, and Parts through The Interlocal Purchasing System (TIPS) Program Administered by the Region VII Education Service Center

Administrative Comments

1. This item is recommended by the Capital Improvement Program (CIP) Department. It supports Future in Focus: Infrastructure Investment – Support strategic investment in city facilities.

2. Impact: Approval of this contract will support as-needed purchases of HVAC equipment, installation, and repairs which will allow the Facilities Division to respond to the HVAC needs of more than 60 city facilities that may require the services of this agreement in a timely and efficient manner.

3. A Vendor/Member contract between the City of Irving and ACIS was approved on June 8, 2023, by RES 2023-222. The contract supports utilization of TIPS Contract No. 23010401, for trades, labor, and materials services (Non-Joc), which expires April 30, 2028.

4. CIP is seeking an additional authorization of $250,000.00 to complete the current spending term which expires April 30, 2024. This amount will be available for as-needed HVAC equipment installation and repairs.

5. In addition, staff recommends authorizing as-needed expenditures for the period beginning May 1, 2024, and running through April 30, 2025, which will support handling of as-needed minor repairs, services and installation of HVAC equipment in a timely and cost-effective manner.

6. Funding for Fiscal Year 2023-24 is available in various departmental budgets within various funds, while funding for Fiscal Year 2024-25 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Spending Term</th>
<th>Total Estimated Expenditures</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Conditioning Innovative Solutions, Inc.</td>
<td>2/23/24 – 4/30/24</td>
<td>$250,000.00</td>
<td>2023-24</td>
</tr>
<tr>
<td></td>
<td>5/1/24 – 4/30/25</td>
<td>$400,000.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$500,000.00</td>
<td>2024-25</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOTAL</td>
<td>$1,150,000.00</td>
</tr>
</tbody>
</table>
Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

<table>
<thead>
<tr>
<th>Contract Required: No</th>
<th>Review Completed By: N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Action: RES 2023-222</td>
<td>Council Action: Approved Contract</td>
</tr>
</tbody>
</table>

Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: No
TGC 2271 Verification Form Required: No
TGC 2274 Verification Form Required: No

Comments: These as-needed expenditures meet competitive bid requirements with State of Texas statutes, rules, policies, and procedures and have been determined to offer pricing that is reasonable and within budget. They will be tracked using Contract No. 4230017203.

CURRENT YEAR FINANCIAL IMPACT:
Varous Budget: $650,000.00 Actual: $650,000.00
Budget Adjustment/Transfer Required: No
Purchase orders will be issued as needed.

REVISION INFORMATION:
Prepared: 2/23/2024 12:09 PM by Lauren Rodriguez
Last Updated: 3/14/2024 06:42 PM by Darlene Humphries
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 14456)

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

WHEREAS, the City of Irving entered into an Interlocal Cooperative Purchasing Agreement with The Interlocal Purchasing System (TIPS) Program administered by the Region VIII Education Service Center on June 26, 2014; and

WHEREAS, the City of Irving entered into a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement with Air Conditioning Innovative Solutions (ACIS), Inc., on June 28, 2023 by RES-2023-222, which supports the utilization of TIPS Contract No. 23010401 for Trades, Labor & Materials (Non-JOC) Services, which expires April 30, 2028; and

WHEREAS, the Capital Improvement Program Director shall certify that the project for which the construction-related goods or services are being procured from the aforementioned purchasing cooperative does not require the preparation of plans and specifications under Chapter 1001 or 1051 of the Occupations Code or that the plans and specifications have already been prepared in compliance with Section 791 of the Texas Government Code;

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

SECTION I. THAT the City Council hereby approves additional expenditures with Air Conditioning Innovative Solutions (ACIS), Inc., for the current spending term in the total estimated amount of $250,000.00 for the period of March 22, 2024, through April 30, 2024; and authorizes as-needed expenditures for the new one-year spending term in the estimated amount of $400,000.00 for the period of May 1, 2024, through September 30, 2024, and in the estimated amount of $500,000.00 for the period of October 1, 2024, through April 30, 2025, subject to funds being appropriated in Fiscal Year 2024-25, for HVAC equipment purchases, installation, repair, and parts, utilizing TIPS Contract No. 23010401.

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

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on March 21, 2024.

______________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

______________________________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

______________________________________________
Kuruvilla Oommen
City Attorney
Resolution -- Authorizing As-Needed Expenditures in the Total Estimated Amount of $500,000.00 for Minor Concrete Construction Services with C&J’s Designs and Solutions of East Texas, LLC, through The Interlocal Purchasing System (TIPS) Program

Administrative Comments

1. This item is recommended by the Capital Improvement Program (CIP) Department. It supports Future in Focus: Infrastructure Investment - Support strategic investment in city facilities.

2. Impact: Approval of this contract will allow the city to address infrastructure issues that necessitate concrete replacement and as-needed repairs to existing city facilities efficiently.

3. Approval of this item supports as-needed expenditures for concrete construction services throughout the city. Types of construction services will include installation and repair of sidewalks and stoops, as well as other concrete related items such as retaining walls, drive approaches, and exterior slabs, in a timely and cost-effective manner.

4. A Vendor/Member contract between the City of Irving and C&J’s Designs and Solutions of East Texas LLC., was approved on May 18, 2022 by Administrative Award No. 7807. The contract supports the utilization of TIPS Contract No. 220107, for trades, labor, and materials (2 Part with JOC), Part 1 only, which expires March 31, 2027.

5. Funding for Fiscal Year 2023-24 is available in various departmental budgets within various funds, while funding for Fiscal Year 2024-25 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Spending Term</th>
<th>Total Estimated Amount</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>C&amp;J’s Designs and Solutions of East Texas LLC.</td>
<td>4/1/24 – 3/31/25</td>
<td>$250,000.00</td>
<td>2023-24</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$250,000.00</td>
<td>2024-25</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOTAL</td>
<td>$500,000.00</td>
</tr>
</tbody>
</table>

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: No
Previous Action: RES-2022-483
Review Completed By: N/A
Council Action: Approved Expenditures
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: No
TGC 2271 Verification Form Required: No
TGC 2274 Verification Form Required: No

Comments: The City of Irving entered into an Interlocal Cooperative Purchasing Agreement with The Interlocal Purchasing System (TIPS) program which is administered by Region VIII Education Service Center on June 26, 2014. Expenditures under TIPS Contract No. 220107, which expires on March 31, 2027, meet competitive bid requirements with the State of Texas statutes, rules, policies, and procedures. Prices are reasonable and within budget. These as-needed expenditures will be tracked using Contract No. 4220012915.

ATTACHMENTS:
Renewal (PDF)
EXHIBIT A - H-1C - Standard Cooperative Construction Agreement_1-4-24 (PDF)

CURRENT YEAR FINANCIAL IMPACT:
Various Budget:$250,000.00 Actual: $250,000.00
Budget Transfer/Adjustment Required: No
Purchase orders will be issued as needed

REVISION INFORMATION:
Prepared: 2/20/2024 12:31 PM by Jacqueline Proffer
Last Updated: 3/14/2024 06:30 PM by Darlene Humphries
WHEREAS, the City of Irving is authorized, pursuant to Chapter 271, Texas Local Government Code, and Section 791.025, Texas Government Code, to enter into cooperative purchase agreements and is deemed thereby to satisfy state laws requiring competitive bidding; and

WHEREAS, the City of Irving entered into an Interlocal Cooperative Purchasing Agreement with The Interlocal Purchasing System (TIPS) Program administered by the Region VIII Education Service Center on June 26, 2014; and

WHEREAS, the City of Irving entered into a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement with C&J’s Designs and Solutions of East Texas, LLC, on May 18, 2022 by Administrative Award No. 7807 which supports the utilization of TIPS Contract No. 220107 for Trades, Labor & Materials (2 Part with JOC) – Part 1 Only, which expires on March 31, 2027; and

WHEREAS, the Capital Improvement Program Director shall certify that any projects for which the construction-related goods or services are being procured from the aforementioned purchasing cooperative do not require the preparation of plans and specifications under Chapter 1001 or 1051 of the Occupations Code or that the plans and specifications have already been prepared in compliance with Section 791 of the Texas Government Code;

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

SECTION I. THAT the City Council hereby authorizes as-needed expenditures with C&J’s Designs and Solutions of East Texas, LLC, in the estimated amount of $250,000.00 for the period of April 1, 2024, through September 30, 2024, and in the estimated amount of $250,000.00 for the period of October 1, 2024, through March 31, 2025, subject to funds being appropriated in Fiscal Year 2024-25, for minor concrete construction services utilizing TIPS Contract No. 220107.

SECTION II. THAT the City Manager or designee is authorized to execute any related construction contracts in the form substantially similar to the attached Exhibit A, upon approval of the City Attorney’s Office, in the cumulative amount not to exceed the amounts herein authorized.

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

SECTION IV. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on March 21, 2024.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
C&J's Designs and Solutions of East Texas

CONTRACT: 22010702  Trades, Labor and Materials (JOC)
End Date: Apr 00-2025
EDGAR COMPLIANCE: View Doc.

CONTRACT DOCUMENTS
- Bid Advertisement
- Bid Responders
- Bid Request

VENDOR DOCUMENTS
- Vendor Contract JOC

CONTRACT: 22010701  Trades, Labor and Materials (NON-JOC)
End Date: Apr 30-2027
EDGAR COMPLIANCE: View Doc.

CONTRACT DOCUMENTS
- Bid Request
- Bid Responders
- Bid Advertisement

VENDOR DOCUMENTS
- Vendor Contract


Exhibit A

STANDARD CONSTRUCTION AGREEMENT
BETWEEN CITY OF IRVING, TEXAS AND CONTRACTOR
PROCURED THROUGH COOPERATIVE PURCHASING
(ATTACHMENT H1-C)

This agreement (the “Agreement”) is made by and between the City of Irving, Texas, a home-rule municipality and political subdivision of the State of Texas (hereinafter referred to as the “City”) and ___________ (hereinafter referred to as the “Contractor”) (collectively, “the parties”) for the work described as ___________________ and located at ___________________ (the “Project”).

WHEREAS, the Contractor entered into an agreement with ________________ (the “Cooperative”) under Contract No. ________________ for Name of Contract ________________, which expires on ________________, after submitting bids and proposals in compliance with Texas procurement laws and therefore satisfies the competitive bidding requirement for goods or services; and

WHEREAS, the City has an agreement with the Cooperative as a member and is therefore authorized by Texas Local Government Code §§ 271.102 and 271.083 and Texas Government Code §791.025 to enter into this Agreement; and

WHEREAS, since this Agreement is for construction-related goods or services, the City has made proper certification of the need for an architect or engineer as required by Texas Government Code § 791.011(j), as needed, which is incorporated into this Agreement; and

NOW THEREFORE, the parties hereby agree as follows:

I. CONTRACT AND MODIFICATIONS

1. Contract Documents. The Contract Documents are complementary, and what is called for one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order:

   • Standard Construction Agreement for Cooperative Contractors
   • Price Quote
   • Specifications, Terms and Conditions
   • Standard Terms and Conditions for Construction
   • Supplier Response (Bid) as set out in the award between Cooperative and Contractor (a copy is on file with the City’s Purchasing Department)
   • Purchase Order
   • Performance Bond, Payment Bond, Maintenance Bond, Special Bond (if any)
   • Insurance Requirements
   • Change Orders/Field Orders
   • Agreement between Contractor and Cooperative
   • Any other documents made a part of the Contract by mutual written agreement of the Parties.

These Contract Documents shall constitute the “Contract” and are all incorporated into this Agreement as if set forth at length herein. In addition to the provisions of this Contract, the City shall have all powers and duties as a Member of the Cooperative, and all communications, invoices and Ch. 176 Texas Local Government Code filings shall be with, or copied to, the City.
2. **Change Orders.** Change Orders are written orders executed between the Parties, authorizing, and directing a change in the Work (i.e., an increase or decrease in the quantity of work to be performed or of materials, equipment or supplies to be furnished), or an adjustment to the contract price or contract time, or any combination thereof, as described in Tex. Loc. Gov’t Code Ch. 252. A change order will require authorization by City Council if it exceeds the thresholds under Ch. 252. The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor’s agreement to the ordered changes in the Work, this Contract as amended, the Contract Price and the Contract Time. By execution of a Change Order, the Contractor waives and forever releases any claim against the City for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

3. **Contingency Funds.** Contingency funds, if available, may be used for changes in plans or specifications that are necessary after the performance of the contract is begun which require a price increase, or if it is necessary to increase or decrease the quantity of work to be performed or of materials, equipment, or supplies to be furnished or if it is necessary to account for increases in the price of materials, equipment, or supplies where those items do not increase in quantity. Contingency funds may be added to the Project as a lump sum amount which is included in the original contract price approved by the City Council. The Contractor agrees that the addition of contingency funding does not represent an amount due and owing to the Contractor, and the Contractor is not entitled to demand the use of contingency funding as a funding source to pay for any Change Orders or any other claims arising under the Contract. The use of City Council approved, appropriated, and available contingency funds in a Contingency agreement shall not be calculated as an increase or decrease of the original contract price.

II. **SCOPE OF WORK**

1. **Work.** The intent of the Plans and Specifications is to prescribe a complete work or improvement which the Contractor undertakes to do in full compliance with the Plans, Specifications, and Contract for the Project. The Contractor shall do all Work as provided in the Contract and shall do such additional Extra Work as may be considered necessary to complete the Work in a satisfactory and acceptable manner. All Work shall conform to the lines, grades, cross-sections, and dimensions shown on the Plans. Any deviation from the Plans which may be required by the exigencies of construction will be determined by the Engineer, or his/her designee, and authorized by the Engineer in writing. The Contractor shall waive any part error or omission in the Plans and Specifications, and the Engineer shall be permitted to make such corrections or interpretations as may be deemed necessary for the fulfillment of the intent of the Plans and Specifications.

The term “Work” shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance, and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, FF&E, fuel, heat, light, cooling, and all other utilities as required by this Contract.

**In the event the Contractor discovers an apparent error or discrepancy, he/she shall immediately call this to the attention of the Engineer in writing.**

2. **Working Hours/Days.** Work shall be done only during the regular and commonly accepted and described working hours between 7:00 a.m. and 6:00 p.m. No work shall be done nights, Saturdays, Sundays, or during any City holidays unless permission is given by the Engineer, and requested ahead to insure City’s inspection staff is available. Normal working hours for City construction inspections is between 8 a.m. and 5 p.m. Monday through Friday except for City recognized holidays. The term “Day” in this Contract shall mean Calendar Day unless otherwise specified, which shall be a solar day of 24 hours, including all holidays, regardless of weather conditions, material availability, and other conditions not under control of the Contractor.

3. **Extra Work.** Extra Work is all work that may be required by the Engineer or City to be done by the Contractor to accomplish any changes, alterations, or addition of the work shown on the Plans, or reasonably implied by the
Specifications and not covered by the Contractor’s Proposal but which is necessary to the proper completion of the Project. The Contractor agrees that the City may make such changes and alterations as the City may see fit, in the line, grade, form, dimensions, Plans or materials for the Work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of the Contract and the accompanying Bonds.

a. **Approval Required:** The Contractor shall not do Extra Work, but only when and as ordered in writing by the Engineer, subject, however, to the right of the Contractor to require a written confirmation of such Extra Work order by the City. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefore and the Engineer insists upon its performance, the Contractor shall proceed with the work after making written request for written Change Order and shall keep an accurate account of the "actual field cost" thereof. The Contractor will hereby preserve the right to submit the matter of payment to arbitration, as provided herein.

b. **Compensation for Extra Work.** The Parties agree that the compensation to be paid the Contractor for performing Extra Work shall be determined prior to commencing any Extra Work by one or more of the following methods:

   i. By agreed unit prices; or
   ii. By agreed lump sum; or
   iii. If neither (i) or (ii) can be agreed upon before the Extra Work commences, then the Contractor shall be paid the “actual field cost” of the Work, plus fifteen (15) percent. The actual field cost includes the cost of all workmen, such as foremen, timekeepers, mechanics, laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on Extra Work, plus actual transportation charges necessarily incurred together with all necessary incidental expenses incurred directly on account of such Extra Work, including social security, old age benefit and other payroll taxes, public liability and property damage and workmen's compensation, and all other insurance as may be required by any law or ordinance, or directed by the Engineer of City, or agreed to by him/her. The Engineer may direct the form in which accounts of the "actual field cost" shall be kept and the record of these accounts shall be made available to the Engineer. The Engineer may also specify in writing before the Work commences, the method of doing the Work. The type and kind of machinery and equipment shall be determined by using 100 percent, unless otherwise specified, of the latest schedule of equipment which shall be incorporated into the written order for Extra Work. Except where the Contractor’s camp or field office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate the same shall be included in the "actual field cost."

c. **Existing Structures and Utilities:** The location of gas mains, water mains, conduits, sewer, and other utilities or improvements is unknown, and the City assumes no responsibility for failure to show them in their exact locations. It is mutually agreed that such failure will not be considered sufficient basis for claims for additional compensation for Extra Work or for increasing the pay quantities in any manner whatsoever.

4. **Changes in Work.** The City reserves the right to alter the quantities of Work, or to extend or shorten the Work, as necessary, and the Contractor shall perform the Work as altered. No allowance will be made for any change in anticipated profits nor shall such changes be considered as waiving or invalidating any conditions or provisions of the Contract and bonds.

5. **Costs of Materials and Materials on Hand.** Unless otherwise stipulated, the Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, lights, power, fuel, transportation, and other facilities necessary for the execution and completion of the work covered by the Contract. The Engineer, with approval from the Capital Improvements Program Director, has the authority to
approve Materials on Hand requests from Contractor for good cause and under the following conditions: the materials are not readily degradable; the method of storage of the materials is reasonable to the Engineer and meets an applicable safety or warning requirements; the Engineer has the ability to inspect materials stored upon request; and the Contractor provides an itemized receipt for the materials to the Engineer. Such approval will still be subject to change order guidelines, if applicable. In the event the City, within the discretion of the Engineer, makes advanced payment for Materials on Hand, the risk of loss of those materials will not transfer to City until the materials are installed on the Project and finally accepted. In the event the Contractor becomes insolvent, the materials held that are subject to a Materials on Hand payment shall be immediately turned over to the City.

6. Inspections of Work and Materials. The parties agree that the Engineer may inspect all Work and materials included herein. The Engineer may stop the Work whenever such stoppage may be necessary to ensure the proper execution of the Contract. The Parties further agree that the Engineer is hereby authorized to appoint subordinate engineers, supervisors, or inspectors as the Engineer may deem proper to inspect the materials furnished and the work done under this Agreement, and to see that the said material is furnished, and said work is done in accordance with the Plans and Specifications. The Contractor shall regard and obey the direction and instruction of any subordinate engineers, supervisors, or inspectors so appointed, when such directions and instructions are consistent with the obligations of the Contract and the accompanying Plans and Specifications, as determined by the Engineer.

7. Warranty of Work. The Warranty Period is two (2) years, commencing on the date of Final Completion and Acceptance of the Work by the City. The warranty provided in this section is a guarantee by the Contractor that is made in addition to the Maintenance Bond, and the warranty shall not limit the City’s rights or remedies under the Maintenance Bond. The Contractor warrants and guarantees to the City during the Warranty Period that all labor furnished, and Work performed under the Contract has yielded only first-class results, that materials and equipment furnished are of good quality and new, and that the Work is of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective, and the Contractor shall promptly repair or replace such defective Work upon demand by the City without any further objection by the Contractor. All manufacture’s guarantees or warranties shall be assigned to the City of Irving upon installation and Final Completion and Acceptance of the Work by the City. This obligation shall survive acceptance of the work under the Contract and termination of the Contract.

III. COMPENSATION

1. Contract Price. The City shall pay, and the Contractor shall accept, as full and complete payment for all of the Work required herein, the fixed sum of $________________. The sum set forth in this paragraph shall constitute the Contract Price which shall not be modified except by Change Order as provided in this Contract.

2. Purchase Orders. Conditioned upon the purchase being approved by the City Council, or approval being made administratively for Contractor to provide certain goods and services as set out in the Purchase Order(s) as may be submitted, and upon order of the City, the Contractor does hereby agree to furnish and/or deliver to the City in accordance with Contractor’s Price Quote or Proposal, and the Specifications, Terms, and Conditions in the Cooperative agreement, the goods and services requested in a valid Purchase Order.

3. Unit Price. The City agrees to pay Contractor for goods and services at the unit price listed upon the Price Quote and Specifications or at the negotiated rate determined by the Contractor’s proposal and any subsequent modifications agreed to by both parties, 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 Contractor’s Cooperative 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 a purchase from the Contractor may require additional authorization.

4. Retainage. The City may withhold Retainage in the amount of five percent (5%) of the Contract price, and the rate of Retainage may not exceed five percent (5%) for any item in a bid schedule or schedule of values for the Project,
including materials and equipment delivered on site to be installed. On Final Completion and acceptance, retainage will be released to Contractor so long as there is not a bona fide dispute under this Agreement.

5. **Schedule of Values.** Within ten (10) calendar days of the effective date hereof, the Contractor shall submit to the City and to the Engineer a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Engineer or the City may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor’s Applications for Payment and shall only constitute such basis after it has been acknowledged in writing by the Engineer and the City.

6. **Progress/Partial Payment.** On or before the 15th of each month the Engineer shall submit a statement showing as completely as practicable the total value to the Work done by the Contractor up to and including the last day of the preceding month. With approval from the Engineer, said statement may also include the value of all sound materials delivered on the site of the Work that are to be fabricated into the Work, providing the Contractor can produce a paid receipt for the materials. Upon receipt of an accepted and approved payment application, the City shall then pay the Contractor within thirty (30) days of the last day of the preceding month the total amount of the Engineer’s statement, less Retainage withheld by the City until Final Payment, and further less all previous payments and all further sums that may be retained by the City under the terms of this Agreement.

7. **Substantial Completion.** If the Contractor meets that stage in the progression of the Work when the Work is sufficiently complete in accordance with the Contract, and as determined by the City in the City’s sole discretion, such that only final punch-list items or minor work remains and the Contractor can achieve Final Completion within the time approved in the Certificate of Substantial Completion, then the Contractor will be deemed to be substantially complete.

   a. **Certificate.** When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Engineer a final punch-list of items to be completed or corrected. On Work involving roadway construction, substantial completion will not be determined unless the road is opened as required by plans, job sequence, and approved traffic control plan, as well as the roadway must be in a safe condition for use with sidewalks and landscaping installed. When the Engineer, on the basis of an inspection, determines that the Work is in fact substantially complete, the Engineer will prepare a Certificate of Substantial Completion, which shall (1) establish the date of Substantial Completion; (2) state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance; and (3) fix the time within which the Contractor shall complete the items listed therein, which shall not exceed thirty (30) days. If the Contract Time is less than thirty (30) days, the deadline for the final punch-list items shall be within the number of days remaining on the Contract unless there is an approved change order. At the time of Substantial Completion, if the Contract has greater than thirty (30) days remaining, the final punch list items must still be completed within the thirty (30) day period. The Certificate of Substantial Completion shall be submitted to the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

   b. **Payment.** Upon Substantial Completion of the Work, and execution by both the City and the Contractor of the Certificate of Substantial Completion, the City may pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less any Retainage withheld for the reasonable cost, as determined by the Engineer, for completing all incomplete Work, including punch-list items, and correcting and bringing into conformance all defective and nonconforming Work, and resolving all unsettled bona fide disputes and other claims.

   c. **Delay.** It is understood, however, that in case the Contractor achieves Substantial Completion and some
unexpected and unusual delay occurs due to a force majeure event or no fault or neglect on the part of the Contractor as determined by the City, the City may, upon written recommendations of the Engineer, release a reasonable and equitable portion of the Retainage to the Contractor; or the Contractor at the City's option, may be relieved of the obligation for fully completing the Work, and thereupon, the Contractor shall receive payment of the balance due him or her under the Contract subject only to the conditions stated under “Final Payment.”

8. Final Completion. The Contract will be considered fulfilled, save as provided in any maintenance stipulations, bond, or by law, when all the Work has been 100% completed, the final inspection made by the Engineer, and final acceptance and final payment made by the City.

   a. Notice of Completion. Within five (5) business days after the Contractor has given the Engineer written notice that the Work has been 100% finally completed.

   b. Final Inspection: The Engineer will make final inspection of all work included in the Contract as practicable after the work is completed and ready for acceptance. If the work performed by the Contractor is not acceptable to the Engineer at the time of such inspection the Engineer will inform the Contractor as to the particular defect(s) before final acceptance will be made.

   c. Notice of Acceptance. The Engineer or his/her designee shall inspect the Work and within said time, if the Work is found to be 100% complete in accordance with the Contract Documents, the City shall issue to the Contractor a Notice of Acceptance within ten calendar (10) days. Upon the issuance of the Notice of Acceptance, the Engineer shall proceed to make final measurements and prepare a final statement of the value of all work performed and materials furnished under the terms of the Agreement and shall certify same to the City. If the Engineer is unable to issue its final Notice of Acceptance and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the City from the Contractor’s final payment.

   d. Close-out Documents. The Contractor shall provide the City with a notarized affidavit that all payrolls, invoices for materials and equipment, all bills and other liabilities connected with the Work for which the City, or the City’s property might be responsible, have been fully paid or otherwise satisfied (“Notarized Affidavit”). The Contractor shall further provide releases and unconditional waivers of lien from all subcontractors of the Contractor and any and all other parties required by the Engineer or the City (“Unconditional Lien Waivers”). If any third party fails or refuses to provide Unconditional Lien Waivers as required by the City, the Contractor shall furnish a bond satisfactory to the City to discharge any such lien and release and defend and indemnify the City from any and all liability in accordance with this Contract.

   e. Final Payment. The City shall pay the Contractor within thirty (30) days after the date of the Notice of Acceptance and receipt of the Notarized Affidavit and Unconditional Lien Waivers. Acceptance of Final Payment shall constitute a waiver of any and all claims against the City by the Contractor, including any claims for delays, except for those claims previously made in writing against the City by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

   f. Effect of Obligations. Neither the Letter of Acceptance nor the final payment, nor any provisions in the Contract Documents, shall relieve the Contractor of the obligation for the fulfillment of any warranty, bond, or other obligation, which may be required by the Contract Documents, or which may survive the termination and completion of the Contract. If no bona fide dispute or other default, breach, or claim exists under this Contract or applicable law, the City shall release any Retainage withheld upon application for Final Payment.
9. **Payments Withheld:** The City may, on account of subsequently discovered evidence, bona fide dispute, or Contractor’s unexcused delay or abandonment, withhold or nullify the whole or part of any certificate, amounts due, or request for payment to such extent as may be necessary to protect itself from loss on account of any or each of the following:

   a. Defective, rejected, unauthorized, or abandoned work not remedied by Contractor;
   b. Claims filed or reasonable evidence indicating probable filing of claims;
   c. Failure of the Contractor to make payments properly to subcontractors or for material or labor;
   d. Damage to another contractor, the City or other third party to whom the City may/may not be liable;
   e. Contractor bankruptcy, insolvency, notification of any tax liens;
   f. Persistent Delays or Liquidated Damages owed to the City;
   g. Evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price; or
   h. Evidence that the Work will not be completed in the Contract Time required for final completion.

10. **Subcontractors to be Paid.** The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor’s Work, the amount to which such Subcontractor is entitled within ten (10) days of City’s Payment. In the event the City becomes informed that the Contractor has not paid a Subcontractor as herein provided, the City shall have the right, but not the duty or obligation, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the City, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future.

**IV. PROSECUTION, PROGRESS, DELAY, AND TERMINATION**

1. **Prosecution of the Work:** Time is of the essence in this Contract. The Contractor shall complete the Work to be performed under this Contract within the Contract Time and in accordance with the Plans and Specifications and shall conduct the work in such a manner and with sufficient equipment, materials, and labor as is necessary to ensure its completion. The sequence of all construction operations may otherwise be directed by or approved by the Engineer in writing. Such written direction or approval by the Engineer shall not relieve the Contractor from the full responsibility of the complete performance of the Contract. Should the prosecution of the work be discontinued by the Contractor, the Contractor shall notify the Engineer at least twenty-four (24) hours in advance of resuming operation.

2. **Order of Completion.** Unless otherwise specifically provided in the Contract Documents, the Contractor shall be allowed to prosecute the Work at such time and seasons, in such order of precedence, and in such a manner as shall be most conducive to economy of construction; provided that, the order and the time of prosecution shall be such that the Work shall be completed as a whole and in part, in accordance with this Contract, the Plans and Specifications. However, when the City is having other work done, either by Contractor or by the City’s own force, the Engineer may direct the order and timing of the Contract, so that conflict will be avoided, and the construction of the various works being done for the City shall be harmonized.

3. **Contract Time.** The Contractor shall complete the Work as a whole and in part, in accordance with the time of completion designated in the Price Quote. The Contractor shall submit a weekly schedule, which shall show the order in which the Contractor will start the several parts of the Work, and estimated dates of completion of the several parts. The Engineer may also request the Contractor to submit additional schedules at such times as the Engineer may determine to be necessary to ensure timely completion of the Work. Failure by the Contractor to strictly comply with these provisions shall constitute a material breach of this Contract.

4. **Extension of Time:** Should the Contractor be delayed in the completion of the Work by any act or neglect of the City or Engineer, or any employee of either, or by other Contractors employed by the City, or by changes ordered...
in the Work, or by strikes, lockouts, fires, and unusual delays by common carriers, or unavoidable cause or causes beyond the Contractor’s control, as determined in the City’s sole discretion, or by any cause which the Engineer may decide justifies delay, then an extension of the time may be allowed for completing the Work, sufficient to compensate for the delay, the amount of the extension to be determined by the Engineer; provided, however that the Contractor shall give the Engineer notice in writing of the cause of such delay within seven (7) days of the beginning of the delay, along with any efforts used to minimize the impact on this Project.

5. Hindrances and Delays. Once the work order is transmitted to the Contractor, the Contractor shall devote both manpower and equipment to the project on a continuous basis each and every workday in sufficient quantity to bring the project to Final Completion without delay. The Engineer shall be the sole judge of whether the Contractor has devoted both manpower and equipment to the project on a continuous basis to bring the project to completion.

a. No Contractor Damages. No claims shall be made by the Contractor for damages resulting from hindrances or delays from any cause (except where the Work is stopped by order of the City) during the progress of any portion of the Work. In case said Work shall be stopped by an act of the City, then such expense as in the judgment of the Engineer, caused by such stoppage of said Work shall be paid for by the City to the Contractor, pursuant to a valid written Change Order.

b. No Future Bids. Failure to comply with the contractual provisions of a City of Irving Construction Contract or failure to diligently pursue a project to completion shall be a basis for the City Council rejecting a future bid from the Contractor.

6. TIME AND LIQUIDATED DAMAGES. THE TIME OF COMPLETION OF THE CONTRACT IS OF THE ESSENCE. THE AMOUNT OF TIME SPECIFIED IN THE CONTRACT TO COMPLETE THE WORK TO FINAL COMPLETION WILL BE STRICTLY ENFORCED. LIQUIDATED DAMAGES WILL BE ASSESSED AGAINST THE CONTRACTOR FOR FAILURE TO COMPLETE THE PROJECT TO TOTAL (100%) FINAL COMPLETION WITHIN THE CONTRACT TIME. THE CONTRACTOR AND SURETY AGREE THAT THE LIQUIDATED DAMAGES PROVISIONS IN THIS CONTRACT ARE REASONABLE, FACIALLY VALID, NOT A PENALTY, AND DO NOT OTHERWISE OPERATE AS A PENALTY. THE CONTRACTOR AGREES THAT FOR PURPOSES OF TEXAS GOV’T CODE CH. 2252, A BONA FIDE DISPUTE EXISTS IF LIQUIDATED DAMAGES ARE ASSESSED UNDER THIS CONTRACT AND THE CITY MAY WITHHOLD RETAINAGE TO SATISFY LIQUIDATED DAMAGES OWED TO THE CITY HEREUNDER.

FOR EACH AND EVERY CALENDAR DAY THAT ANY WORK SHALL REMAIN INCOMPLETE AFTER THE EXPIRATION OF THE CONTRACT TIME AS SPECIFIED IN THE PROPOSAL AND CONTRACT, PLUS ANY AUTHORIZED EXTENSION OF TIME GRANTED IN WRITING BY THE CITY, OR AS INCREASED BY EXTRA WORK AUTHORIZED BY CHANGE ORDER AFTER THE CONTRACT IS SIGNED, THE SUM PER CALENDAR DAY OF _______ (TO AN AMOUNT NOT TO EXCEED $1000.00 PER DAY), WILL BE DEDUCTED FROM THE MONEYS DUE THE CONTRACTOR OR MAY BE CHARGED AGAINST THE CONTRACTOR, NOT AS A PENALTY, BUT AS LIQUIDATED DAMAGES.

AS BRIDGEABLE AND ACCEPTABLE AS A MATTER OF PUBLIC POLICY AND SHALL BE CALCULATED AND CONSTRUED IN FAVOR OF THE CITY.

7. Abandonment by Contractor: In case the Contractor should abandon and fail or refuse to prosecute, progress, or resume the Work within seven (7) calendar days after written notification from the City or the Engineer, then, where a performance bond exists, the Surety on the bond may be notified in writing and directed to complete the Work, and a copy of said notice shall be delivered to the Contractor. After receiving said notice of abandonment, the Contractor shall not remove from the Work or Project any materials, equipment, tools, or supplies then on the site, but the same, together with any materials and equipment and under Contract for the Work may be held for use on the Work by the City or the Surety on the performance bond, or another contractor in completion of the Work; and the Contractor shall not receive any rental or credit, it being understood that the use of such equipment and materials will mitigate the cost to complete the Work.

8. Suspensions. If it should become necessary to stop the Work for an indefinite period, the Contractor shall protect the Work and store all materials in such a manner that they will not obstruct or impede the public unnecessarily nor become damaged in any way and the Engineer shall take every precaution to prevent damage or deterioration.

   a. Weather. The Engineer shall have the authority to suspend the Work wholly or in part for such period or periods as the Engineer may deem necessary due to unsuitable weather conditions as are considered unfavorable for the suitable prosecution of the Work.

   b. Court Order. The Contractor shall suspend such part or parts of the Work ordered to be suspended by a court of competent jurisdiction and will not be entitled to additional compensation by virtue of such court order. Neither will Contractor be liable to the City in the event the Work is suspended by court order, unless the court order is caused in whole or in part by the Contractor’s negligent or willful acts or omissions.

9. Termination for Convenience. The City may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The City shall give a written, thirty (30) day notice of such termination to the Contractor specifying when termination becomes effective. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work and terminate outstanding orders and subcontracts when such termination becomes effective, settling all third-party liabilities and claims arising out of the termination of subcontracts and orders. The Contractor shall transfer title and deliver to the City such completed or partially completed Work and materials, equipment, parts, fixtures, information, manufacturer’s guarantees, and contract rights as the City may determine. The Contractor shall submit a claim to the City for amounts due herein within ninety (90) days from the effective date of termination, or the Contractor waives any claim for damages in accordance with TCPRC Ch. 16 and TGC Ch. 271.

10. Termination for Cause. If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, supply enough properly skilled workers, supervisory personnel, proper equipment, or materials, or if the Contractor fails to make prompt payment to Subcontractors or for materials or labor, or disregards any laws, ordinances, rules, regulations or orders of any public authority or governmental entity having jurisdiction, or otherwise violates a material provision of this Contract, then the City may by written notice to the Contractor, without prejudice to any other right or remedy, immediately terminate the Contract and take possession of the site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor, and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the Contract is terminated for cause, the Contractor shall pay the cost of finishing the work, including compensation for the Architect’s or Engineer’s additional services and expenses made necessary thereby. This obligation for payment shall survive the termination of the Contract. In the event any court of competent jurisdiction finds the termination to be without cause, then termination will default to Termination for Convenience.
V. DEFECTS AND REMEDIES

1. Defective or Rejected Materials/Goods. If the Work or any part thereof, or any materials brought on the site of the Work for use in the Work or selected for the same, shall be deemed by the Engineer, as unsuitable or not in conformity with the Specifications, the Contractor shall, after receipt of written notice from the Engineer, immediately remove such materials and rebuild or otherwise remedy such Work within three (3) business days so that it shall be in full accordance with this Contract. No failure or omission of the Engineer to reject defective work or materials shall release the Contractor from the obligations to at once tear out, remove and properly replace the same at any time prior to final acceptance upon the discovery of said defective work or materials, except in event the material has been once accepted by the Engineer, such acceptance shall be binding on the City, unless it can be clearly shown that such materials furnished do not meet the Specifications for this Work.

2. Defective or Rejected Work. Any questioned Work may be ordered taken up or removed for reexamination by the Engineer, prior to final acceptance, and if found not in accordance with the Specifications for said Work, all expense of removing, reexamination and replacement shall be borne by the Contractor; otherwise the expenses incurred shall be allowed as Extra Work, and shall be paid for by the City, provided that, where inspection or approval is specifically required by the Specifications prior to performance of certain Work, should the Contractor proceed with such Work without requesting prior inspection and approval, the Contractor shall bear all expense of taking up, removing and replacing his/her Work if so directed by the Engineer. All work which has been rejected shall be repaired at Contractor’s expense, or if it cannot be repaired satisfactorily, it shall be removed and replaced at the Contractor’s expense.

3. Defective Plans or Specifications. Contractor must, within a reasonable time of learning of a defect, inadequacy, or insufficiency in the plans, specifications, or other design documents, disclose in writing to the City the existence of any known defect in the plans, specifications, or other design documents that is discovered by the Contractor, or that reasonably should have been discovered by the Contractor using ordinary diligence, before or during construction.

4. Unauthorized Work. Defective work, work done without line and grade having been given, work done out of the lines or not in conformity with the grades shown on the Plans or as given, save as herein provided, work done without proper inspection, or any extra or unclassified work done without written authority and prior agreement in writing as to prices shall be done at the Contractor’s expense. All expense of removing, reexamination and replacement of Unauthorized Work shall be borne by the Contractor.

5. Contractor’s Failure to Remedy. Upon failure of the Contractor to repair satisfactorily or to remove and replace, if so directed, defective, rejected, or unauthorized work or materials immediately after receiving notice from the Engineer or the City, the Engineer or the City will, after giving reasonable notice to the Contractor, have the authority to cause the defective, rejected, or unauthorized work or materials to be remedied or removed and replaced by the Surety, the City, or by any third-party contractor, all at the City’s sole discretion without any duty to mitigate costs, and to charge the costs against the Contractor, or deduct the cost from any moneys due or to become due the Contractor, without the need for a written Change Order deducting the same. Any act, failure, refusal, omission, event, occurrence or condition constituting a material breach of this Contract shall not imply that any other, non-specificed act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

In case of a failure on the part of the Contractor to restore such property or make good such damage or injury, when a nuisance or hazardous condition results, the Engineer may, without notice, proceed to repair, rebuild or otherwise restore such property as may be determined necessary by Engineer, and the cost thereof will be deducted from any moneys due or to become due the Contractor under the Contract.

6. Public Convenience and Safety Remedy. The City reserves the right to remedy any neglect on the part of the Contractor in the interest of public convenience and safety which may come to its attention, after twenty-four (24) hours’ notice in writing to the Contractor, save in cases of emergency, when it shall have the right to remedy any
neglect without notice; in either case, the cost of such work done by the City shall be deducted from moneys due the Contractor. Any action by City under this provision shall not abrogate Contractor’s duties. City undertakes no obligation to inspect the work site for neglect of the public convenience.

7. Failure to Comply with Laws. The City may automatically terminate this Contract without liability to the City if the Contractor performs any Work knowing it to be contrary to any laws, ordinances, rules, and regulations.

8. Failure to Provide Adequate Warnings. The Contractor shall provide, maintain, and be responsible for all necessary barricades, warning lights, or signs for the Project as provided in the Standard Terms and Conditions for Construction and Texas Manual on Uniform Traffic Control Devices and by instruction of the Engineer. If the Contractor fails to furnish precautionary measures as required, until final completion and acceptance of Work or until directed by the Engineer, the Contractor shall be held responsible for all damage to the Work or injury to users of the roadway due to the failure of barricades, signs, lights, and watchmen or other required provisions to protect it, and whenever evidence is found of such damage, the Engineer may order the damaged portion immediately removed and replaced by the Contractor at his cost and expense. Contractor will be required to pay any judgment, with costs, including reasonable attorney’s fees, which may be obtained against the City growing out of such injury or damage. Contractor is responsible for providing photographic evidence of the warning systems in place to the Engineer within 24 hours of installation.

9. Failure to Protect and Restore Property: Where the Work passes over or through private property, the City will provide such rights-of-way or temporary access easements as necessary. The Contractor shall notify the proper representatives of any public utility, corporation, any company or individual not less than forty-eight hours in advance of any work which might damage or interfere with the operation of their or his/her property along or adjacent to the Work. The Contractor shall be responsible for all damage or injury to any property of any character, except such as may be due to the provisions of the Contract Documents or caused by agents or employees of the City, by reason of any negligent act or omission on the part of the Contractor, or defective work or materials, or due to Contractor’s failure to reasonably or properly prosecute the work and said responsibility shall not be released until the work shall have been completed and accepted. When and where any such damage or injury is done to public or private property on the part of the Contractor, the Contractor shall restore or have restored at the Contractor’s own cost and expense such property to a condition similar or equal to that existing before such damage was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in a manner acceptable to the owner or the Engineer.

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

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 GOV’T CODE, AS AMENDED, THE CITY’S IMMUNITY FROM SUIT IS WAIVED ONLY AS SET FORTH IN SUBCHAPTER I OF CHAPTER 271, TEXAS LOCAL GOV’T 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.

TO THE EXTENT THE CONTRACT IS FOR ENGINEERING OR ARCHITECTURAL SERVICES, IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THIS SECTION ONLY PROVIDE INDEMNIFICATION TO THE EXTENT ALLOWED BY THE TEXAS LOCAL GOVERNMENT CODE, SECTION 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT.

VI. MISCELLANEOUS

1. **Arbitration.** All questions of dispute under this Agreement that cannot be resolved between the Engineer and Contractor shall be submitted to the City Council at the request of either party and the decision of the City Council shall be final and unappealable. Prior to a dispute going to City Council, the City may elect to use the dispute resolution methods available through the cooperative.

2. **Notices.** Written Notice shall be deemed to have been duly served if delivered in person to an individual, officer, legal representative, or member of the party for whom it is intended, or if delivered at or sent by registered mail to the last business address known to the person giving the notice.

3. **Waiver.** No right or remedy granted herein or reserved to either party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy given hereunder. The waiver or failure of either party to exercise, in any respect, any right provided for in this Contract shall not be deemed a waiver of any further right under this Contract.

4. **Funding.** This Contract is subject to the appropriation of public funds by the City in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Contract for that fiscal year. The obligation of the City pursuant to this Contract in any fiscal year for which this Contract is in effect shall constitute a current expense of the City for that fiscal year only and shall not constitute an indebtedness of the City of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Contract, this Contract may be terminated without any liability to either party.
5. **Insurance.** Contractor shall carry and maintain insurance as required by Attachment D-3, which is attached hereto and made a part of this Agreement and shall provide continuing insurance under the same terms and conditions of this Agreement for three (3) years after Final Completion of the Project.

6. **Severability.** If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this contract are held for any reasons to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

7. **Venue.** This Contract is to be construed, governed, and enforced under the laws of the State of Texas. The obligations of all parties under a contract awarded through this solicitation are performed in Dallas County, Texas, and if legal action is necessary to enforce same, exclusive venue shall be within Dallas County, Texas.

8. **Effect on Cooperative Contract.** The Parties recognize and agree that this Agreement does not amend or alter the rights, duties and obligations between Contractor and the Cooperative or between the City and the Cooperative under their respective contracts.

IN WITNESS WHEREOF, the parties have executed this Agreement this the _____ day of _____________, 20__.

CITY OF IRVING, TEXAS
OWNER

By: ____________________________

CHRIS HILLMAN, CITY MANAGER
OR DESIGNEE

ATTEST:

__________________________________

SHANAE JENNINGS, CITY SECRETARY/CHIEF
COMPLIANCE OFFICER

APPROVED AS TO FORM:

__________________________________

KURUVILLA OOMMEN, CITY ATTORNEY
STANDARD CONTRACT AND 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:______________________
Resolution -- Renewing the Contract with Parkscape Construction, Inc., in the Total Estimated Amount of $350,000.00 for Masonry and Stonework for a Two-Year Period

Administrative Comments
1. This item is recommended by the Capital Improvement Program (CIP) Department. It supports Future in Focus: Infrastructure Investment – Support strategic investment in city facilities.

2. Impact: Masonry and stonework services help to improve the visual impression of the city, and the benefits of providing this work through an annual contract are both efficient and cost effective.

3. CIP manages many small and large construction projects throughout the year. This contract will allow staff to quickly respond to the masonry and stonework needs of each project, including installation and repair of stone veneer walls, monument walls, retaining walls and planting borders.

4. This renewal establishes the continuation of an annual contract for providing masonry and stonework services on an as-needed basis. This is the second and final, two-year renewal option.

5. Funding for Fiscal Year 2023-24 is available in various project budgets within various funds, while funding for Fiscal Years 2024-25 and 2025-26 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Estimated Expenditure</th>
<th>Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parkscape Construction, Inc.</td>
<td>4/1/24 – 3/31/26</td>
<td>$ 87,500.00</td>
<td>2023-24</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$175,000.00</td>
<td>2024-25</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ 87,500.00</td>
<td>2025-26</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$350,000.00</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-2022-53  Council Action: Approved Renewal
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: No

TGC 2271 Verification Form Required: No
TGC 2274 Verification Form Required: No

Comments: Services provided by the vendor meet specifications and performance criteria; pricing remains the same. These as-needed expenditures will be tracked using Contract No. 42100071-0.

ATTACHMENTS:
Renewal Summary  (PDF)

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

Budget Adjustment/Transfer Required: No

REVISION INFORMATION:
Prepared: 2/19/2024 01:47 PM by Lauren Rodriguez
Last Updated: 3/14/2024 06:24 PM 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 Parkscape Construction, Inc., in the estimated amount of $87,500.00 for the period of April 1, 2024, through September 30, 2024, in the estimated amount of $175,000.00 for the period of October 1, 2024, through September 30, 2025, and in the estimated amount of $87,500.00 for the period of October 1, 2025, through March 31, 2026, subject to funds being appropriated in Fiscal Years 2024-25 and 2025-26, for masonry and stonework.

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on March 21, 2024.

______________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

______________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

______________________________
Kuruvilla Oommen
City Attorney
<table>
<thead>
<tr>
<th>Line #</th>
<th>Description</th>
<th>UOM</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>8x8x16 Gray CMU block, running bond with galv. ladder wire reinforcement and 3/8 in. mortar joint (less than 300.0 Sq. Face Ft.)</td>
<td>FF</td>
<td>$8.63</td>
</tr>
<tr>
<td>2</td>
<td>8x8x16 Gray CMU block, running bond with galv. ladder wire reinforcement and 3/8 in. mortar joint (300.1 to 600.0 Sq. Face Ft.)</td>
<td>FF</td>
<td>$8.63</td>
</tr>
<tr>
<td>3</td>
<td>8x8x16 Gray CMU block, running bond with galv. ladder wire reinforcement, concrete filled voids with #3 rebar and 3/8 in. mortar joint (less than 300.0 Sq. Face Ft.)</td>
<td>FF</td>
<td>$10.13</td>
</tr>
<tr>
<td>4</td>
<td>8x8x16 Gray CMU block, running bond with galv. ladder wire reinforcement, concrete filled voids with #3 rebar and 3/8 in. mortar joint (300.1 to 600.0 Sq. Face Ft.)</td>
<td>FF</td>
<td>$10.13</td>
</tr>
<tr>
<td>5</td>
<td>8x8x16 architectural CMU block (split face, burnished, etc.), running bond with galv. ladder wire reinforcement and 3/8 in. mortar joint (less than 300.0 Sq. Face Ft.)</td>
<td>FF</td>
<td>$11.13</td>
</tr>
<tr>
<td>6</td>
<td>8x8x16 architectural CMU block (split face, burnished, etc.), running bond with galv. ladder wire reinforcement and 3/8 in. mortar joint (300.1 to 600.0 Sq. Face Ft.)</td>
<td>FF</td>
<td>$11.13</td>
</tr>
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<td>7</td>
<td>8x8x16 architectural CMU block (split face, burnished, etc.), running bond with galv. ladder wire reinforcement, concrete filled voids with #3 rebar and 3/8 in. mortar joint (less than 300.0 Sq. Face Ft.)</td>
<td>FF</td>
<td>$12.63</td>
</tr>
<tr>
<td>8</td>
<td>8x8x16 architectural CMU block (split face, burnished, etc.), running bond with galv. ladder wire reinforcement, concrete filled voids with #3 rebar and 3/8 in. mortar joint (300.1 to 600.0 Sq. Face Ft.)</td>
<td>FF</td>
<td>$12.63</td>
</tr>
<tr>
<td>9</td>
<td>Standard king size brick in a running bond pattern with 3/8 in. mortar joint (less than 300.0 Sq. Face Ft.)</td>
<td>FF</td>
<td>$11.60</td>
</tr>
<tr>
<td>10</td>
<td>Standard king size brick in a running bond pattern with 3/8 in. mortar joint (300.1 - 600.0)</td>
<td>FF</td>
<td>$11.60</td>
</tr>
<tr>
<td>11</td>
<td>Milsap sandstone masonry facade in a square random ashlar pattern and 3/8 in. mortar joints (less than 300.0)</td>
<td>FF</td>
<td>$16.50</td>
</tr>
<tr>
<td>12</td>
<td>Milsap sandstone masonry facade in a square random ashlar pattern and 3/8 in. mortar joints (300.1 to 600.0)</td>
<td>FF</td>
<td>$16.50</td>
</tr>
<tr>
<td>13</td>
<td>Drystack sandstone masonry in a running pattern with 3/8 in. mortar joints (less than 300.0)</td>
<td>FF</td>
<td>$16.50</td>
</tr>
<tr>
<td>14</td>
<td>Drystack sandstone masonry in a running pattern with 3/8 in. mortar joints (300.1 to 600.0)</td>
<td>FF</td>
<td>$16.50</td>
</tr>
<tr>
<td>15</td>
<td>Leuders limestone masonry facade in a square random ashlar pattern with 3/8 in. mortar joints (less than 300.0)</td>
<td>FF</td>
<td>$18.00</td>
</tr>
<tr>
<td>16</td>
<td>Leuders limestone masonry facade in a square random ashlar pattern with 3/8 in. mortar joints (300.1 to 600.0)</td>
<td>FF</td>
<td>$18.00</td>
</tr>
<tr>
<td>17</td>
<td>2 in.-3 in. thick Oklahoma flagstone wall cap at 20 in. width with 3/8 in. mortar joints</td>
<td>LF</td>
<td>$36.00</td>
</tr>
<tr>
<td>18</td>
<td>2 in.-3 in. thick Oklahoma flagstone paving set on 3/4 in. mortar bed with 1/2 in. mortar joints all set on top of 4 in. thick 3,000 PSI concrete with #3 rebar at 24 in. o.c.</td>
<td>SF</td>
<td>$24.75</td>
</tr>
<tr>
<td>19</td>
<td>Manufactured stone veneer (less than 300.0 Sq. Face Ft.)</td>
<td>FF</td>
<td>$23.75</td>
</tr>
<tr>
<td>20</td>
<td>Manufactured stone veneer (300.1 to 600.0)</td>
<td>FF</td>
<td>$23.75</td>
</tr>
<tr>
<td>21</td>
<td>Material markup</td>
<td>%</td>
<td>20.0%</td>
</tr>
<tr>
<td>22</td>
<td>Labor per Hour</td>
<td>HR</td>
<td>$33.00</td>
</tr>
</tbody>
</table>
Resolution -- Rejecting Any and All Bids Relative to ITB No. 082D-24F for Stone Riprap for City of Irving

Administrative Comments

1. This item is recommended by the Capital Improvement Program Department – Municipal Drainage Utilities (MDU) Division. It supports Future in Focus: Infrastructure Investment – Maintain water, wastewater, and drainage infrastructure.

2. Impact: This item supports the Drainage Solutions for a Better Tomorrow program. Approval of this item will allow the city to purchase rock materials (riprap) for the maintenance and erosion control of drainage channels to meet the standards established for the long term sustainability of our waterways.

3. Two bids were received in response to ITB No. 082D-24F. One of the bids was non-responsive, and the Department has determined the other bid to be over budget; therefore, staff recommends rejecting any and all bids.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

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

Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: No
TGC 2271 Verification Form Required: No
TGC 2274 Verification Form Required: No

Comments: Purchasing sent solicitation notices for ITB No. 082D-24F to 4,489 vendors, 2,987 of which were M/WBE or HUB vendors. Two responses were received, one of which was from an M/WBE or HUB vendor.

CURRENT YEAR FINANCIAL IMPACT:

None

REVISION INFORMATION:

Prepared: 3/6/2024 07:07 PM by Darlene Humphries
Last Updated: 3/14/2024 06:52 PM 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. 082D-24F Stone Riprap for City of Irving.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on March 21, 2024.

__________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
AGENDA ITEM SUMMARY

Resolution -- Authorizing As-Needed Expenditures with Texas Highway Products, LTD, in the Total Estimated Amount of $250,000.00 for Traffic Signal Parts and Equipment through the State of Texas Local Government Statewide Cooperative Purchasing Program (Buyboard)

Administrative Comments

1. This item is recommended by the Traffic & Transportation Department. It supports Future in Focus: Infrastructure Investment – Maintain roadways, sidewalks, and transportation infrastructure.

2. **Impact:** Approval of this item allows for the purchase of materials utilized by the Traffic Signal Division of the Traffic and Transportation Department. Materials purchased from this vendor include but are not limited to: LED Traffic Signal Head Modules; Traffic Signal Cabinet Controllers; EDI 2010 ECLip Traffic Signal Cabinet Fault Monitors; AXIS & GRIDSMART Video Imaging and Vehicle Detection Systems; and Pedestrian Signal Heads.

3. These materials are needed for the maintenance and operation of more than 220 traffic signals located throughout the City. Previous spending with this vendor over this past year was $96,533. Potential spending with this vendor can vary widely depending on the following: fluctuations with electrical power; vehicular accidents impacting traffic signal equipment; traffic signal equipment failures; installation of new traffic signals; material cost increases due to supply chain issues; inflation; vandalism; weather; etc.

4. These purchases are supported by a Vendor/Member contract between the City of Irving and Texas Highway Products, LTD, for utilization of Buyboard Contract No. 695-23 for Traffic Signal Systems & Safety Barrier Products which has been renewed through March 31, 2025.

5. Funding for Fiscal Year 2023-24 is available in the Non-Bond CIP Fund, while funding for Fiscal Year 2024-25 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Expenditures</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas Highway Products, LTD</td>
<td>4/1/24 – 3/31/25</td>
<td>$125,000.00</td>
<td>2023-24</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$125,000.00</td>
<td>2024-25</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td>$250,000.00</td>
<td></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

**ADDITIONAL COMMENTS:**
Contract Required: No
Previous Action: RES 2023-266
Council Action: Approved Expenditures

Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: No
TGC 2271 Verification Form Required: No
TGC 2274 Verification Form Required: No

Comments: These as-needed expenditures meet competitive bid requirements with State of Texas statutes, rules, policies, and procedures and have been determined to offer pricing that is reasonable and within budget. They will be tracked using Contract No. 42300263-1.

ATTACHMENTS:
Renewal for 695-23 (PDF)

CURRENT YEAR FINANCIAL IMPACT:

40014202-700060  Budget: $125,000.00  Actual: $125,000.00
Budget Adjustment Required: No
Purchase orders will be issued as needed.

REVISION INFORMATION:

Prepared: 2/7/2024 03:04 PM by Lauren Rodriguez
Last Updated: 3/14/2024 09:17 PM by Darlene Humphries
WHEREAS, the City of Irving is authorized, pursuant to Subchapter F, Chapter 271, Texas Local Government Code, and Section 791.025, Texas Government Code, to enter into cooperative purchase agreements and is deemed thereby to satisfy state laws requiring competitive bidding; and

WHEREAS, the City of Irving entered into an Interlocal Cooperative Purchasing Agreement with the Texas Local Government Statewide Cooperative Purchasing Program administered by the Texas Association of School Boards (the BuyBoard Program) on January 11, 2001, which was amended on February 8, 2007; and

WHEREAS, the City of Irving entered into a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement with Texas Highway Products, LTD on June 23, 2023 by Resolution No. 2023-266;

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

SECTION I. THAT the City Council hereby authorizes as-needed expenditures with Texas Highway Products, LTD, in the total estimated amount of $125,000.00 for the period of April 1, 2024, through September 30, 2024 and in the estimated amount of $125,000.00 for the period of October 1, 2024, through March 31, 2025, subject to funds being appropriated in Fiscal Year 2024-25, for traffic signal parts and equipment, utilizing BuyBoard Contract No. 695-23;

SECTION II. THAT funding for these expenditures is available in the Non-Bond CIP Fund.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on March 21, 2024.

________________________________________

RICHARD H. STOPFER
MAYOR

ATTEST:

__________________________

Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

__________________________

Kuruvilla Oommen
City Attorney
February 11, 2024

Sent via email to: mcamp@TrafficSignals.com

Mark Camp  
Texas Highway Products, LTD  
1309 Clark St.  
Round Rock TX  78681

Re: Traffic Signal Systems & Safety Barrier Products  
BuyBoard Contract 695-23

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Traffic Signal Systems & Safety Barrier Products, Contract 695-23 effective 4/1/2023 through March 31, 2024, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through March 31, 2025.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg  
Contract Administrator

1st renewal v.02.13.2020
Resolution -- Authorizing As-Needed Expenditures with Paradigm Traffic Systems, Inc., for Traffic Signal Parts and Equipment in the Total Estimated Amount of $150,000.00 through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

**Administrative Comments**

1. This item is recommended by the Traffic & Transportation Department. It supports Future in Focus: Infrastructure Investment – Maintain roadways, sidewalks, and transportation infrastructure.

2. **Impact:** Approval of this item allows for the purchase of materials utilized by the Traffic Signal Division of the Traffic and Transportation Department which include, but are not limited to, traffic signal parts and equipment. This will enable the Traffic & Transportation Department to perform operation, maintenance and repair on the City’s traffic signal system.

3. Materials purchased from this vendor are needed for the maintenance and operation of more than 220 traffic signals and numerous rapid flashing beacon assemblies located throughout the city. Previous spending with this vendor over this past year was $43,510. Potential spending with this vendor can vary widely depending on: fluctuations with electrical power; vehicular accidents impacting traffic signals and rapid flashing beacon assemblies; traffic signal and rapid flashing beacon assembly equipment failures; material cost increases due to supply chain issues; inflation; vandalism; weather; etc.

4. These purchases are supported by a Vendor/Member Contract between the City of Irving and Paradigm Traffic Systems, Inc., for utilization of Buyboard Contract No. 695-23 for Traffic Signal Systems and Safety Barrier Products which has been renewed through March 31, 2025.

5. Funding for Fiscal Year 2023-24 is available in the Non-Bond CIP Fund, while funding for Fiscal Year 2024-25 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Expenditures</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paradigm Traffic Systems, Inc.</td>
<td>4/1/24 – 3/31/25</td>
<td>$75,000.00</td>
<td>2023-24</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$75,000.00</td>
<td>2024-25</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$150,000.00</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-2023-297  Council Action: Approved Contract
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: No
TGC 2271 Verification Form Required: No
TGC 2274 Verification Form Required: No
Comments: These as-needed expenditures meet competitive bid requirements with State of Texas statutes, rules, policies, and procedures and have been determined to offer pricing that is reasonable and within budget. They will be tracked using Contract No. 42300286-1.

ATTACHMENTS:
Renewal (PDF)

CURRENT YEAR FINANCIAL IMPACT:
10014202-620003 Budget: $75,000.00  Actual: $75,000.00
Budget Adjustment Required: No
Purchase orders will be issued as needed.

REVISION INFORMATION:
Prepared: 2/7/2024 03:32 PM by Lauren Rodriguez
Last Updated: 3/14/2024 09:28 PM by Darlene Humphries
WHEREAS, the City of Irving is authorized, pursuant to Subchapter F, Chapter 271, Texas Local Government Code, and Section 791.025, Texas Government Code, to enter into cooperative purchase agreements and is deemed thereby to satisfy state laws requiring competitive bidding; and

WHEREAS, the City of Irving entered into an Interlocal Cooperative Purchasing Agreement with the Texas Local Government Statewide Cooperative Purchasing Program administered by the Texas Association of School Boards (the BuyBoard Program) on January 11, 2001, which was amended on February 8, 2007; and

WHEREAS, the City of Irving entered into a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement with Paradigm Traffic Systems, Inc., on July 13, 2023 by Resolution No. 2023-297 which has been renewed through March 31, 2025;

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

SECTION I. THAT the City Council hereby authorizes as-needed expenditures with Paradigm Traffic Systems, Inc., in the total estimated amount of $75,000.00 for the period of April 1, 2024, through September 30, 2024, and in the estimated amount of $75,000.00 for the period of October 1, 2024, through March 31, 2025, subject to funds being appropriated in Fiscal Year 2024-25, for traffic signal parts and equipment, utilizing BuyBoard Contract No. 695-23.

SECTION II. THAT funding for these expenditures is available in the Non-Bond CIP Fund.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on March 21, 2024.

______________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

______________________________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

______________________________________________
Kuruvilla Oommen
City Attorney
February 11, 2024

Sent via email to: estimating@paradigmtraffic.com

Shelly Anthony
Paradigm Traffic Systems, Inc
2201 E. Division Street
Arlington TX  76011

Re: Traffic Signal Systems & Safety Barrier Products
BuyBoard Contract 695-23

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Traffic Signal Systems & Safety Barrier Products, Contract 695-23 effective 4/1/2023 through March 31, 2024, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through March 31, 2025.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator
AGENDA ITEM SUMMARY

Meeting: 3/21/2024

Recommendation Department: Traffic & Transportation

Resolution -- Authorizing As-Needed Expenditures with Iteris, Inc., for Video Imaging and Vehicle Detection Systems in the Total Estimated Amount of $250,000.00 through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

Administrative Comments

1. This item is recommended by the Traffic & Transportation Department. It supports Future in Focus: Infrastructure Investment – Maintain roadways, sidewalks, and transportation infrastructure.

2. **Impact:** Approval of this item allows for the purchase of video imaging and vehicle detection systems, components, and repairs. This will enable the Traffic & Transportation Department to perform operation maintenance and repair on the City’s traffic signal system.

3. Materials purchased from this vendor are needed for the maintenance and operation of 220 traffic signals located throughout the City. Potential repairs and maintenance with this vendor can vary widely depending on the following: fluctuations with electrical power; vehicular accidents impacting traffic signal equipment; traffic signal equipment failures; installation of new traffic signals; material cost increases due to supply chain issues; inflation; vandalism; weather; etc.

4. These purchases are supported by a Vendor/Member Contract between the City of Irving and Iteris, Inc., for utilization of Buyboard Contract No. 695-23 for Traffic Signal Systems and Safety Barrier Products which has been renewed through March 31, 2025.

5. Funding for Fiscal Year 2023-24 is available in the Non-Bond CIP Fund, while funding for Fiscal Year 2024-25 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Expenditures</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Iteris, Inc.</td>
<td>4/1/24 – 3/31/25</td>
<td>$125,000.00</td>
<td>2023-24</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$125,000.00</td>
<td>2024-25</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$250,000.00</td>
<td></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

**ADDITIONAL COMMENTS:**

Contract Required: No  
Review Completed By: N/A

Previous Action: RES-2023-298  
Council Action: Approved Expenditures
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: No
TGC 2271 Verification Form Required: No
TGC 2274 Verification Form Required: No
Comments: These as-needed expenditures meet competitive bid requirements with State of Texas statutes, rules, policies, and procedures and have been determined to offer pricing that is reasonable and within budget. They will be tracked using Contract No. 42300285-1.

ATTACHMENTS:
Renewal (PDF)

CURRENT YEAR FINANCIAL IMPACT:
40014202-700060 Budget: $125,000.00   Actual: $125,000.00
Budget Adjustment Required: No
Purchase orders will be issued as needed.

REVISION INFORMATION:
Prepared: 2/14/2024 02:26 PM by Jacqueline Proffer
Last Updated: 3/14/2024 09:33 PM by Darlene Humphries
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 14433)

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

WHEREAS, the City of Irving entered into an Interlocal Cooperative Purchasing Agreement with the Texas Local Government Statewide Cooperative Purchasing Program administered by the Texas Association of School Boards (the BuyBoard Program) on January 11, 2001, which was amended on February 8, 2007; and

WHEREAS, the City of Irving entered into a Vendor/Member Contract Pursuant to an Interlocal Cooperative Purchasing Agreement with Iteris, Inc. on July 13, 2023 by Resolution No. 2023-298 which has been renewed through March 31, 2025;

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

SECTION I. THAT the City Council hereby authorizes as-needed expenditures with Iteris, Inc., in the total estimated amount of $125,000.00 for the period of April 1, 2024, through September 30, 2024 and in the estimated amount of $125,000.00 for the period of October 1, 2024, through March 31, 2025, subject to funds being appropriated in Fiscal Year 2024-25, for traffic signal parts and equipment, utilizing BuyBoard Contract No. 695-23.

SECTION II. THAT funding for these expenditures is available in the Non-Bond CIP Fund.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on March 21, 2024.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
February 11, 2024

Sent via email to:

Marilyn Holden
Iteris, Inc.
1700 Carnegie Avenue, Ste 100
Santa Ana CA  92705

Re:  Traffic Signal Systems & Safety Barrier Products
BuyBoard Contract 695-23

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Traffic Signal Systems & Safety Barrier Products, Contract 695-23 effective 4/1/2023 through March 31, 2024, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through March 31, 2025.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of $15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg
Jim Tulberg
Contract Administrator

P.O. Box 400, Austin, Texas 78767
800.695.2919 • info@buyboard.com • buyboard.com

Packet Pg. 311
Resolution -- Authorizing As-Needed Expenditures with Texas Materials Group, Inc., in the Total Estimated Amount of $4,500,000.00 for Asphalt, Milling, and Overlay Services through Dallas County

Administrative Comments
1. This item is recommended by the Traffic & Transportation Department – Streets Division. It supports Future in Focus: Infrastructure Investment – Maintain roadways, sidewalks, and transportation infrastructure.

2. Impact: This contract supports the city’s Road to the Future Program. Approval of this contract will allow the city to procure asphalt, milling, and overlay services to provide necessary infrastructure maintenance on the city’s roadways.

3. A Vendor/Member contract between the City of Irving and Texas Materials Group, Inc. was approved on March 30, 2023, by RES-2023-132. The contract supports utilization of Dallas County Contract No. 2022-046-6961, which expires on December 5, 2027.

4. Funding for Fiscal year 2023-24 is available in the Street Improvement Bond Fund and in the Traffic & Transportation Department budget within the General Fund, while funding for Fiscal Year 2024-25 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Est. Expenditure</th>
<th>Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas Materials Group, Inc.</td>
<td>4/1/24 – 3/31/25</td>
<td>$3,500,000.00</td>
<td>2023-24</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$1,000,000.00</td>
<td>2024-25</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$4,500,000.00</td>
<td></td>
</tr>
</tbody>
</table>

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:
Contract Required: No
Review Completed By: N/A
Previous Action: RES-2023-156
Council Action: Approved Expenditures
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: No
TGC 2271 Verification Form Required: No
TGC 2274 Verification Form Required: No
Comments: These as-needed expenditures meet competitive bid requirements with the State of Texas statutes, rules, policies, and procedures and have been determined to offer pricing that is reasonable and within budget. They will be tracked using Contract No. 42300144-3.

CURRENT YEAR FINANCIAL IMPACT:

<table>
<thead>
<tr>
<th>Code</th>
<th>Budget: $3,500,000.00</th>
<th>Actual: $3,500,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>40104201-700010</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Budget Adjustment/Transfer Required: No
Purchase Orders will be issued as needed.

REVISION INFORMATION:

Prepared: 2/23/2024 08:50 AM by Lauren Rodriguez
Last Updated: 3/14/2024 09:39 PM by Darlene Humphries
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 14454)

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

WHEREAS, the City of Irving entered into an Interlocal Cooperative Purchasing Agreement with Dallas County on December 9, 2014, by Resolution No. 2014-411, and is authorized to utilize contracts with vendors which have been negotiated by Dallas County whose contracts meet competitive bid requirements with the State of Texas statutes, rules, policies, and procedures; and

WHEREAS, the City of Irving entered into a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement with Texas Materials Group, Inc., on March 30, 2023 by Resolution No. 2023-132 which expires December 5, 2027;

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

SECTION I. THAT the City Council hereby authorizes as-needed expenditures with Texas Materials Group, Inc., in the total estimated amount of $3,500,000.00 for the period of April 1, 2024, through September 30, 2024, and in the estimated amount of $1,000,000.00 for the period of October 1, 2024, through March 31, 2025, subject to funds being appropriated in Fiscal Year 2024-25, for asphalt, milling, and overlay services utilizing Dallas County Contract No. 2022-046-6961.

SECTION II. THAT funding for these expenditures is available in the Street Improvement Bond Fund and in the Traffic and Transportation Department budget within the General Fund.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on March 21, 2024.

__________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

______________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

______________________________
Kuruvilla Oommen
City Attorney
Resolution -- Authorizing As-Needed Expenditures with Austin Asphalt, Inc. in the Total Estimated Amount of $1,630,000.00 for Asphalt Patching Materials through Dallas County for a Five-Year Term

**Administrative Comments**

1. This item is recommended by the Traffic & Transportation Department – Streets and Capital Improvements Program Department – Municipal Drainage Utilities (MDU) divisions, and by the Water Utilities Department. It supports Future in Focus: Infrastructure Investment – Maintain roadways, sidewalks, and transportation infrastructure and Maintain water, wastewater and drainage infrastructure.

2. **Impact:** This item supports the city’s Road to the Future Program. It allows the Streets Division to expedite repair of damaged roadways, and to maintain and enhance mobility for the safe and effective transit of motorists throughout the City of Irving. Asphalt patching materials are also used by MDU and Water Utilities to provide the necessary resources to temporarily patch existing roadways following water and sewer line and drainage-related repairs.

3. A Vendor/Member contract between the City of Irving and Austin Asphalt, Inc., was approved on February 14, 2024, by Administrative Award No. 9052 which supports utilization of Dallas County Contract No. 2022-046-6961 for Asphalt, Aggregates, Concrete, and Related Highway Materials, which expires December 5, 2027.

4. Funding for Fiscal Year 2023-24 is available in the Traffic & Transportation Department budget within the General Fund, and in the Municipal Drainage Utility Operating and Water-Sewer Operating funds, while funding for Fiscal Years 2024-25 through 2027-28 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Amount</th>
<th>Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Austin Asphalt, Inc.</td>
<td>3/22/24 – 12/5/27</td>
<td>$ 298,500.00</td>
<td>2023-24</td>
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<tr>
<td></td>
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<td>$ 407,000.00</td>
<td>2025-26</td>
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<td>$ 422,000.00</td>
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<tr>
<td></td>
<td></td>
<td>$ 105,500.00</td>
<td>2027-28</td>
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<tr>
<td><strong>Total</strong></td>
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<td><strong>$1,630,000.00</strong></td>
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**Recommendation**

The resolution be approved.
ADDITIONAL COMMENTS:

Contract Required: No  Review Completed By: N/A
Previous Action: none  Council Action: N/A
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: No
TGC 2271 Verification Form Required: No
TGC 2274 Verification Form Required: No

Comments: These as-needed expenditures meet competitive bid requirements with the State of Texas statutes, rules, policies, and procedures and have been determined to offer pricing that is reasonable and within budget. They will be tracked using Contract No. 42400121-1.

CURRENT YEAR FINANCIAL IMPACT:

<table>
<thead>
<tr>
<th>Code</th>
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<th>Actual</th>
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<tbody>
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<tr>
<td>50016014-600201</td>
<td>$ 24,000</td>
<td>$ 24,000</td>
</tr>
</tbody>
</table>

Budget Adjustment/Transfer Required: No
Purchase orders will be issued as needed.

REVISION INFORMATION:

Prepared: 3/6/2024 07:51 PM by Darlene Humphries
Last Updated: 3/15/2024 09:01 AM by Jennifer Phillips
WHEREAS, the City of Irving is authorized, pursuant to Subchapter F, Chapter 271, Texas Local Government Code, and Section 791.025, Texas Government Code, to enter into cooperative purchase agreements and is deemed thereby to satisfy state laws requiring competitive bidding; and

WHEREAS, the City of Irving entered into an Interlocal Cooperative Purchasing Agreement with Dallas County on December 9, 2014, by Resolution No. 2014-411, and is authorized to utilize contracts with vendors which have been negotiated by Dallas County whose contracts meet competitive bid requirements with the State of Texas statutes, rules, policies, and procedures; and

WHEREAS, the City of Irving entered into a Vendor/Member Contract Pursuant to an Interlocal Cooperative Agreement with Austin Asphalt, Inc. on February 14, 2024, which supports the utilization of Dallas County Contract No. 2022-046-6961 for the purchase of asphalt, aggregates, concrete and highway-related materials which expires December 5, 2027;

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

SECTION I. THAT the City Council hereby authorizes as-needed expenditures with Austin Asphalt, Inc., in the estimated amount of $298,500.00 for the period of March 22, 2024, through September 30, 2024, in the estimated amount of $397,000.00 for the period of October 1, 2024, through September 30, 2025, in the estimated amount of $407,000.00 for the period of October 1, 2025, through September 30, 2026, in the estimated amount of $422,000.00 for the period of October 1, 2026, through September 30, 2027, and in the estimated amount of $105,500.00 for the period of October 1, 2027, through December 5, 2027, in each case, being subject to funds being appropriated in Fiscal Years 2024-25 through 2027-28, for asphalt patching materials utilizing Dallas County Contract No. 2022-046-6961.

SECTION II. THAT funding for these expenditures is available in the Traffic & Transportation Department budget within the General Fund, and in the Municipal Drainage Utility Operating and Water-Sewer Operating funds.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on March 21, 2024.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
Resolution -- Approving a Professional Services Agreement Between the City of Irving and Bird Advocacy & Consulting, Inc., in an Amount Not to Exceed $251,500.00 for Event Planning & Management Services for the Irving Transportation, Infrastructure and Economic Development Investment Summit And/Or a Transportation & Infrastructure Washington, DC Convention

Administrative Comments

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

2. **Impact:** Meeting and event planning services for the city’s Transportation, Infrastructure and Economic Development Investment Summit (Irving Summit) and/or the Transportation & Infrastructure Washington, DC Convention (DC Convention) will allow the city to coordinate, plan and manage the event which focuses on transportation and water infrastructure and economic development topics, among other legislative priorities.

3. A Request for Proposals (RFP) was issued on January 26, 2024 for these services; two responses were received. The proposal submitted by Bird Advocacy & Consulting, Inc., is recommended for award as the response scoring the highest points base on the evaluation criteria established in the RFP.

4. The consultant’s proposal provides options for the following four scenarios as presented in the provided attachments to this item, one of which will be referenced in the contract prior to execution depending on the Irving City Council’s final direction as to how to move forward:

   a. Exhibit A-1 – Biannual event planning services for the Irving Summit and DC Convention to be held in alternating years in an amount not to exceed $143,250.00 per year

   b. Exhibit A-2 – Annual event planning services for both the Irving Summit and the DC convention to be held each year in an amount not to exceed $251,500 per year

   c. Exhibit A-3 – Annual event planning services for the Irving Summit only in an amount not to exceed $147,500 per year

   d. Exhibit A-4 – Annual event planning services for the DC Convention only in an amount not to exceed $141,500.00 per year

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

6. Approval of this item establishes a contract for the continuation of providing meeting and event planning services for the city’s Transportation, Infrastructure and Economic Development Investment Summit and/or the Transportation &
Infrastructure Washington, DC Convention. The contract is for one year, with four, one-year renewal options. Near the conclusion of the initial one-year term of the contract, the awardee will undergo a performance review to determine whether to renew the contract(s).

7. Although the contract is being awarded in an amount based on Council’s final direction as to which option staff will proceed with as noted above, a portion of this amount will be offset by event-related revenue in the form of sponsorships, registration fees, etc.

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

8. Funding in an amount not to exceed $251,500.00 is available in the Transportation Summit budget within the General Fund.

9. Upon approval of this agreement, a separate agreement will be forthcoming to provide a venue for the Transportation, Infrastructure and Economic Development Investment Summit.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

<table>
<thead>
<tr>
<th>Contract Required:</th>
<th>Yes</th>
<th>Review Completed By:</th>
<th>Zachary Noblitt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Action:</td>
<td>None</td>
<td>Council Action:</td>
<td>None</td>
</tr>
</tbody>
</table>

Discretionary Contract Disclosure Form Required: Yes

Certificate of Interested Parties (Form 1295) Required: Yes

TGC 2271 Verification Form Required: Yes

TGC 2274 Verification Form Required: Yes

Comments: Purchasing sent solicitation notices to 3,927 vendors for RFP #068D-24F, of which 2,390 were MWBE or HUB vendors. Two responses were received, both of which were from MWBE or HUB vendors. These expenditures will be tracking under Contract No. 42400186-4.

ATTACHMENTS:

- Discretionary Contract Disclosure Form - Bird Advocacy (PDF)
- H-3 - Professional Services Consulting Agreement FINAL (PDF)
- EXHIBIT A-1 - Scope of Work for Biannual Irving-DC (PDF)
- EXHIBIT A-2 - Scope of Work for Annual Irving-DC (PDF)
- EXHIBIT A-3 - Scope of Work for Annual Irving Summit (PDF)
- EXHIBIT A-4 - Scope of Work for DC Convention Only (PDF)

CURRENT YEAR FINANCIAL IMPACT:

| 10014210-640030 | Budget: $125,750.00 | Actual: $125,750.00 |

Budget Adjustment/Transfer Required: Yes

Purchase orders will be issued as needed for annual contract.

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

SECTION I. THAT the City Council hereby approves the attached professional services agreement between the City of Irving and Bird Advocacy & Consulting, Inc., for event planning and management services for the Irving Transportation, Infrastructure and Economic Development Investment Summit and/or a Transportation & Infrastructure Washington, DC Convention in an amount not to exceed $251,500.00, subject to annual appropriations, and the City Manager or designee, upon receipt of all necessary documents from said company and upon approval of the City Attorney’s Office, is authorized to execute any necessary contract documents.

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on March 21, 2024.

_________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_________________________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

_________________________________________
Kuruvilla Oommen
City Attorney
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: Professional Services for Irving Summit and DC Convention

B. RFP or RFQ, Number and Date of Issuance: 068D-24F

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: __________________________
Address: __________________________ City: ___________ Zip: ___________
Email: __________________________ Telephone: ___________

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

Name: Bird Advocacy & Consulting, Inc.
Officer, Agent or other Contact: Brandi Bird
Address: 6101 Long Prairie Road, Ste. 744-240 City: Flower Mound Zip: 75028
Email: brandi@birdadvocacy.com Telephone: 817-937-8671
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: None  
Officer, Agent or other Contact:  
Address:  
City: Washington, D.C.  
Zip: 22066  
Email:  
Telephone: 202-420-2725  

☐ Lobbyist  ☐ Attorney  ☐ Consultant

Name:  
Officer, Agent or other Contact:  
Address:  
City:  
Zip:  
Email:  
Telephone:  

☐ Lobbyist  ☐ Attorney  ☐ Consultant

Name:  
Officer, Agent or other Contact:  
Address:  
City:  
Zip:  
Email:  
Telephone:  

☐ Lobbyist  ☐ Attorney  ☐ Consultant

SECTION IV: INDIVIDUAL, OFFICER, EMPLOYEE OR AGENT SIGNATURE

__________________________  
Individual, Officer, Employee or Agent

Date: 2/5/24

Printed Name: Brandi Bird

Position: President

IRVING  
TEXAS

DISCRETIONARY CONTRACT DISCLOSURE FORM
Professional Services/Consultant Agreement  
Attachment H-3

THIS AGREEMENT is entered into as of the 21st day of March, 2024, A.D., by and between the City of Irving, Texas, a municipal corporation located in Dallas County, Texas, and incorporated as a home rule city under the Constitution of the State of Texas, hereinafter referred to as "CITY", and Bird Advocacy and Consulting, hereinafter referred to as "Consultant".

WITNESSETH:

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

1. Controlling Documents

The following documents are incorporated as if written word for word in this Contract and should be interrupted in the following order if any conflict(s) exist:

1.1 This Agreement;
1.2 Specifications and any addenda;
1.3 Special Instructions to Proposers;
1.4 General Instructions to Proposers;
1.5 Standard Terms and Conditions for RFP;
1.6 Insurance Requirements for Professional Services & Consultants; and
1.7 Supplier Response document, Proposal, and any subsequent clarifications from the Consultant.

2. Services

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

3. Compensation and Reimbursement

3.1 CITY shall pay CONSULTANT a fee for the Services as specified in Exhibit "A-__" of this Agreement. Reimbursable expenses must comply with CITY’s Reimbursement Guidelines set forth in Exhibit "B." CONSULTANT shall provide substantiating receipts for all reimbursable expenses.

3.2 CONSULTANT shall submit invoices in conjunction with the deliverables and payables schedule outlined in the RFP or, lacking that schedule, monthly, as the work progresses. CITY shall then pay the CONSULTANT the total amount of the invoice which is validly due within thirty (30) days, with the final installment being paid upon satisfactory completion of the project. All payments made under this Agreement shall be made from currently available funds.
3.2.1 CONSULTANT must give written notice that the Services have been completed or substantially completed, and CITY shall make a final inspection of the Services, and if the Services are found to be completed or substantially completed in accordance with this Agreement, CITY shall, upon the receipt of invoice, pay CONSULTANT within thirty (30) days the balance due CONSULTANT under the terms of this Agreement.

3.3 In the event CITY should request additional services not set forth in Exhibit "A", CONSULTANT and CITY shall agree in writing on the compensation for those services prior to performance by CONSULTANT. Performance of 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 undertake additional services without prior written authorization from CITY.

4. Confidential Relationship

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 March 22, 2024 and terminate on February 28, 2025 (the “Initial Term”). The City may terminate this Agreement upon ten (10) days written notice to the CONSULTANT. In the event this Agreement terminates prior to the completion of the Services for reasons other than for cause, payment shall be made for services performed through the effective termination date including reimbursable expenses then due. This payment shall be the CITY’s sole obligation to the CONSULTANT. In addition, upon termination or expiration of this Agreement, CONSULTANT shall return to CITY any and all equipment, documents, or materials, and all copies made thereof, which CONSULTANT received from, and/or developed for CITY for the purposes of this Agreement.

6.2 Upon the expiration of the Initial Term or the expiration of the immediately preceding renewal term (hereinafter defined), CITY and CONSULTANT may mutually agree in writing to extend this Agreement for four (4) additional periods of twelve (12) months each (collectively, the “Renewal Terms”). All Renewal Terms shall be subject to all of the same terms and conditions of this Agreement and shall be subject to the annual appropriation of funds by the CITY.

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 HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT. THIS INDEMNIFICATION IS NOT INTENDED TO APPLY TO CLAIMS MADE AGAINST THE CITY INDEMNIFIED PARTIES RESULTING FROM NEGLIGENT ACTS OF CITY EMPLOYEES COVERED UNDER SECTION 101.021 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE.

IF THE CONTRACT IS FOR ENGINEERING OR ARCHITECTURAL SERVICES IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THIS SECTION ONLY PROVIDE INDEMNIFICATION TO THE EXTENT ALLOWED BY THE TEXAS LOCAL GOV’T CODE SEC. 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT.

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

All notices and billings shall be in writing and sent to the following addresses:

To **CITY**:  
City of Irving  
ATTN: Transportation Project Manager  
825 W. Irving Boulevard  
Irving, Texas 75060  
or  
mebaker@cityofirving.org

To **CONSULTANT**:  
Bird Advocacy & Consulting, Inc.  
ATTN: Brandi Bird, President  
6101 Long Prairie Road, Ste. 744-240  
Flower Mound, TX 75028  
or  
brandi@birdadvocacy.com

10. **General**

10.1 The terms and conditions of Sections 3, 4, 6, and 7 hereof shall survive the termination of this Agreement or completion of the Services as the case may be.

10.2 CONSULTANT shall perform the Services as an independent contractor and shall not be considered an employee of CITY for any purpose whatsoever, including but not limited to entitlement to CITY employee benefits. CONSULTANT hereby expressly waives any claim or entitlement to such benefits.

10.3 CONSULTANT shall not export, directly or indirectly, any technical data acquired from under this Agreement or any products utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other Government approval without first obtaining such license or approval.

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

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

10.6 This Agreement shall be governed by the laws of the State of Texas. Venue of any action arising from this Agreement shall be in Dallas County, Texas.
10.7 This Agreement may not be modified, altered, or amended except by written instrument duly executed by both parties, except that a party may change its address for notices by providing written notice to the other party.

10.8 The above shall constitute the entire understanding between CONSULTANT and CITY respecting the Services described herein. The Terms and Conditions of the purchase order shall have no effect upon this Agreement and shall be used for accounting purposes only.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CITY OF IRVING, TEXAS

By: __________________________
    Signature
    Name
    Title

BIRD ADVOCACY & CONSULTING, INC.

By: __________________________
    Signature
    Name
    Title

APPROVED AS TO FORM:

Kuruvilla Oommen
City Attorney
EXHIBIT A-1
Scope of Work: Biannual Irving and Biannual DC Summit

The consultant team will perform all activities necessary to carry out a successful annual Irving Summit to be held in August 2024 and a DC Convention to be held in March 2025, and then will alternate subsequent years so that 1 event is held annually, and rotates between Irving and DC. Both events will be focused on transportation, infrastructure, and economic development policy, including the following key activities:

• Securing sponsorships from the public and private sector for the cost of the entire event. It is the goal of the City to host a turn-key revenue neutral event at a minimum. However, this may take several years to achieve once we have reestablished the reputation of the event.

• Securing meeting location, rooms and all other necessary venue locations in Irving, Texas and in DC.

• Securing all speakers including transportation officials and congressional members related to transportation, infrastructure, and economic development issues including private sector speakers

• Creation and drafting of the agenda for both events including all topics, each day’s key policy topic and issue-specific events and any receptions or additional activities.

• Creation and distribution of all marketing and collateral materials to potential event attendees.

• Securing room block and discounted rate for the event attendees’ hotel accommodations.

• Securing and managing all audio visual needs for the event.

• Securing and managing all logistical issues for the event including, but not limited to:
  • site preparation
  • registration (including payment acceptance and reporting)
  • signage
  • meal menus

• Tracking the financial details of the entire event and providing updated and timely reports to City management regarding:
  • sponsorships
  • registration fees received
  • expenses related to the event
• Overview of frequency and timeline/ scope of presentations to City Council and staff. Consultant will be required to provide monthly updates to City Council and quarterly presentations.

• Acting as main contact for accounts payable/receivable functions, and forwarding funds received to the City’s Finance Department with appropriate documentation.

This option includes an Irving Summit to be held every other year in August and a DC Convention to be held every other year in March. In the first year, the consultant team will work to implement the Irving Summit in August 2024, and then immediately begin work planning the 2025 DC Convention. In subsequent years, the Irving Summit would be planned for 2026, DC Convention for 2027, etc. This option allows the Irving Summit to be held in the years when the TxDOT Forum is not, which will maximize attendees and sponsors. It will also cut down on meeting fatigue from requests of the national speakers we want to participate.

Fee Proposal:

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<tr>
<th>ITEM</th>
<th>ANNUAL COST</th>
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</thead>
<tbody>
<tr>
<td>Annual Retainer (to be paid in monthly increments)</td>
<td>$120,000</td>
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<tr>
<td>Reimbursable Expenses*</td>
<td>$23,250</td>
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<tr>
<td>TOTAL</td>
<td>$143,250</td>
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*Reimbursable Expenses per event are estimated as follows:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>ANNUAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Irving Summit</td>
<td>$28,500.00</td>
</tr>
<tr>
<td>DC Convention</td>
<td>$19,000.00</td>
</tr>
</tbody>
</table>

The consultant team will coordinate and manage all activities with both venues, but all venue related expenses will be paid directly by the City, including room rentals, catering and AV expenses.

The consultant team will provide all required insurance, except professional liability insurance, which has been waived for this contract because of the nature of the work provided.
EXHIBIT A-2  
Scope of Work: Annual Irving and Annual DC Summit

The consultant team will perform all activities necessary to carry out a successful annual Irving Summit to be held in August 2024 and a DC Convention to be held in March 2025, focused on transportation, infrastructure, and economic development policy, including the following key activities:

• Securing sponsorships from the public and private sector for the cost of the entire event. It is the goal of the City to host a turn-key revenue neutral event at a minimum. However, this may take several years to achieve once we have reestablished the reputation of the event.

• Securing meeting location, rooms and all other necessary venue locations in Irving, Texas and in DC.

• Securing all speakers including transportation officials and congressional members related to transportation, infrastructure, and economic development issues including private sector speakers

• Creation and drafting of the agenda for both events including all topics, each day’s key policy topic and issue-specific events and any receptions or additional activities.

• Creation and distribution of all marketing and collateral materials to potential event attendees.

• Securing room block and discounted rate for the event attendees’ hotel accommodations.

• Securing and managing all audio visual needs for the event.

• Securing and managing all logistical issues for the event including, but not limited to:

  • site preparation
  • registration (including payment acceptance and reporting)
  • signage
  • meal menus

• Tracking the financial details of the entire event and providing updated and timely reports to City management regarding:

  • sponsorships
  • registration fees received
  • expenses related to the event
• Overview of frequency and timeline/scope of presentations to City Council and staff. Respondent will be required to provide monthly updates to City Council and quarterly presentations.

• Acting as main contact for accounts payable/receivable functions, and forwarding funds received to the City's Finance Department with appropriate documentation.

This option includes an Irving Summit to be held annually in August and a DC Convention to be held annually in March. The consultant team will work to implement the Irving Summit in August 2024, and then immediately begin work planning the 2025 DC Convention.

Fee Proposal:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>ANNUAL COST</th>
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<tbody>
<tr>
<td>Annual Retainer (to be paid in monthly increments)</td>
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</tr>
<tr>
<td>Reimbursable Expenses*</td>
<td>$47,500.00</td>
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<td><strong>TOTAL</strong></td>
<td><strong>$251,500.00</strong></td>
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*Reimbursable Expenses per event are estimated as follows:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>ANNUAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Irving Summit</td>
<td>$28,500.00</td>
</tr>
<tr>
<td>DC Convention</td>
<td>$19,000.00</td>
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</tbody>
</table>

The consultant team will coordinate and manage all activities with both venues, but all venue related expenses will be paid directly by the City, including room rentals, catering and AV expenses.

The consultant team will provide all required insurance, except professional liability insurance, which has been waived for this contract because of the nature of the work provided.
EXHIBIT A-3
Scope of Work: Annual Irving Summit

The consultant team will perform all activities necessary to carry out a successful annual Irving Summit to be held in August 2024, focused on transportation, infrastructure, and economic development policy, including the following key activities:

- Securing sponsorships from the public and private sector for the cost of the entire event. It is the goal of the City to host a turn-key revenue neutral event at a minimum. However, this may take several years to achieve once we have reestablished the reputation of the event.
- Securing meeting location, rooms and all other necessary venue locations in Irving, Texas.
- Securing all speakers including transportation officials and congressional members related to transportation, infrastructure, and economic development issues including private sector speakers
- Creation and drafting of the agenda for the event including all topics, each day’s key policy topic and issue-specific events and any receptions or additional activities.
- Creation and distribution of all marketing and collateral materials to potential event attendees.
- Securing room block and discounted rate for the event attendees’ hotel accommodations.
- Securing and managing all audio visual needs for the event.
- Securing and managing all logistical issues for the event including, but not limited to:
  - site preparation
  - registration (including payment acceptance and reporting)
  - signage
  - meal menus
- Tracking the financial details of the entire event and providing updated and timely reports to City management regarding:
  - sponsorships
  - registration fees received
  - expenses related to the event
• Overview of frequency and timeline/scope of presentations to City Council and staff. Respondent will be required to provide monthly updates to City Council and quarterly presentations.

• Acting as main contact for accounts payable/receivable functions, and forwarding funds received to the City’s Finance Department with appropriate documentation.

This option includes an Irving Summit to be held annually in August, and the consultant team will work to implement the Irving Summit in August 2024, and then immediately begin work planning the 2025 Irving Summit.

**Fee Proposal:**

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<tr>
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<tr>
<td>Annual Retainer (to be paid in monthly increments)</td>
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<tr>
<td>Reimbursable Expenses*</td>
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<td><strong>TOTAL</strong></td>
<td><strong>$ 147,500</strong></td>
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</table>

The consultant team will coordinate and manage all activities with the venue, but all venue related expenses will be paid directly by the City, including room rentals, catering and AV expenses.

The consultant team will provide all required insurance, except professional liability insurance, which has been waived for this contract because of the nature of the work provided.
EXHIBIT A-4
Scope of Work: Annual DC Convention

The consultant team will perform all activities necessary to carry out a successful annual DC Convention to be held in March 2025, focused on transportation, infrastructure, and economic development policy, including the following key activities:

• Securing sponsorships from the public and private sector for the cost of the entire event. It is the goal of the City to host a turn-key revenue neutral event at a minimum. However, this may take several years to achieve once we have reestablished the reputation of the event.
• Securing meeting location, rooms and all other necessary venue locations in DC.
• Securing all speakers including transportation officials and congressional members related to transportation, infrastructure, and economic development issues including private sector speakers
• Creation and drafting of the agenda for the event including all topics, each day’s key policy topic and issue-specific events and any receptions or additional activities.
• Creation and distribution of all marketing and collateral materials to potential event attendees.
• Securing room block and discounted rate for the event attendees’ hotel accommodations.
• Securing and managing all audio visual needs for the event.
• Securing and managing all logistical issues for the event including, but not limited to:
  • site preparation
  • registration (including payment acceptance and reporting)
  • signage
  • meal menus
• Tracking the financial details of the entire event and providing updated and timely reports to City management regarding:
  • sponsorships
  • registration fees received
  • expenses related to the event
• Overview of frequency and timeline/scope of presentations to City Council and staff. Respondent will be required to provide monthly updates to City Council and quarterly presentations.

• Acting as main contact for accounts payable/receivable functions, and forwarding funds received to the City’s Finance Department with appropriate documentation.

This option includes a DC Convention to be held annually, and the consultant team will work to implement the DC Convention in March 2025, and then immediately begin work planning the 2026 DC Convention.

Fee Proposal:

<table>
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<tr>
<th>ITEM</th>
<th>ANNUAL COST</th>
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</thead>
<tbody>
<tr>
<td>Annual Retainer (to be paid in monthly increments)</td>
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<tr>
<td>Reimbursable Expenses*</td>
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<td><strong>TOTAL</strong></td>
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</table>

The consultant team will coordinate and manage all activities with the venue, but all venue related expenses will be paid directly by the City, including room rentals, catering and AV expenses.

The consultant team will provide all required insurance, except professional liability insurance, which has been waived for this contract because of the nature of the work provided.
Resolution -- Renewing the Annual Contract with Crafco Inc., in the Total Estimated Amount of $90,000.00 for Crack Sealing Compound & Asphalt Cold Patch Materials

Administrative Comments
1. This item is recommended by the Traffic & Transportation Department. It supports Future in Focus: Infrastructure Investment – Maintain roadways, sidewalks and transportation infrastructure.

2. Impact: This contract supports the Road to the Future program. Crack sealing compound and asphalt cold patch materials are utilized by the Streets Division to maintain and enhance mobility for the safe and effective transit of motorists throughout the City of Irving. This contract provides the necessary resources to expedite the repair of damaged existing roadways.

3. This renewal establishes the continuation of an annual contract for providing crack sealing and asphalt cold patch materials. This is the second and final, one-year renewal option.

4. Funding for Fiscal Year 2023-24 is available in the Traffic & Transportation Department budget within the General Fund, while funding for Fiscal Year 2024-25 is subject to budget appropriation.

<table>
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<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Estimated Expenditure</th>
<th>Fiscal Year(s)</th>
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<td>Crafco, Inc.</td>
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Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: No  Review Completed By: None
Previous Action: RES-2023-134  Council Action: Approved Renewal

Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: No
TGC 2271 Verification Form Required: No
TGC 2274 Verification Form Required: No
Comments: Supplies provided by the vendor meet specifications and performance criteria;
pricing remains the same. These as-needed expenditures will be tracked using Contract No. 42200080-0.

ATTACHMENTS:
Renewal Summary (PDF)

CURRENT YEAR FINANCIAL IMPACT:
10014207-610009 Budget: $45,000.00 Actual: $45,000.00
Budget Adjustment/Transfer Required: No
Purchase orders will be issued as needed for annual contract.

REVISION INFORMATION:
Prepared: 2/22/2024 02:58 PM by Lauren Rodriguez
Last Updated: 3/7/2024 12:34 PM by Lauren Rodriguez
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby renews the annual contract with Crafco, Inc., in the estimated amount of $45,000.00 for the period of April 1, 2024, through September 30, 2024, and in the estimated amount of $45,000.00 for the period of October 1, 2024, through March 31, 2025, subject to funds being appropriated in Fiscal Year 2024-25, for crack sealing compound & asphalt cold patch materials.

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on March 21, 2024.

______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

______________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

______________________________
Kuruvilla Oommen
City Attorney
## RENEWAL SUMMARY

037R-21F Crack Sealing and Cold Mix Asphalt  
Lauren Rodriguez, Purchasing Agent, 972.721.3756

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Resolution -- Renewing the Annual Contract with CCGMG, LLC Series B in the Total Estimated Amount of $1,500,000.00 for Concrete Repair of Sidewalks, Utility Cuts, Streets, and Alleys

Administrative Comments
1. This item is recommended by the Traffic & Transportation Department – Streets Division. It supports Future in Focus: Infrastructure Investment – Maintain roadways, sidewalks and transportation infrastructure.

2. Impact: This contract supports the Road to the Future program. It will supplement the Streets Operations staff for as-needed concrete repair and maintenance of sidewalks, utility cuts, streets and alleys required for structural integrity and to enhance safety for citizens and motorists.

3. This renewal establishes the continuation of an annual contract for providing concrete repair services. This is the first of two, one-year renewal options.

4. Funding for Fiscal Year 2023-24 is available in the Street Improvement Bond Fund and in the Traffic & Transportation Department budget within the General Fund, while funding for Fiscal Year 2024-25 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
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<th>Fiscal Year(s)</th>
</tr>
</thead>
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<tr>
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<td>2023-24</td>
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<td>TOTAL</td>
<td></td>
<td>$1,500,000.00</td>
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</table>

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: No  Review Completed By: N/A
Previous Action: RES-2023-131  Council Action: Approved Award
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: No
TGC 2271 Verification Form Required: No
TGC 2274 Verification Form Required: No

Comments: Services provided by the vendor meet specifications and performance criteria: pricing remains the same. These as-needed expenditures will be tracked using Contract No. 42300145-1.
ATTACHMENTS:
Renewal Summary (PDF)

CURRENT YEAR FINANCIAL IMPACT:

40104201-700010  Budget: $500,000.00  Actual: $500,000.00
10014207-610009  Budget: $600,000.00  Actual: $600,000.00

Budget Adjustment/Transfer Required: No
Purchase orders will be issued as needed for annual contract.

REVISION INFORMATION:

Prepared: 3/5/2024 10:09 AM by Lauren Rodriguez
Last Updated: 3/14/2024 09:42 PM 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 annual contract with CCGMG, LLC Series B, in the estimated amount of $1,100,000.00 for the period of April 1, 2024, through September 30, 2024, and in the estimated amount of $400,000.00 for the period of October 1, 2024, through March 31, 2025, subject to funds being appropriated in Fiscal Year 2024-25, for concrete repair of sidewalks, utility cuts, streets, and alleys.

SECTION II. THAT funding for these expenditures is available in the Street Improvement Bond Fund and in the Traffic & Transportation Department budget within the General Fund.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on March 21, 2024.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
## Renewal Summary

<table>
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<tr>
<th>Line #</th>
<th>Description</th>
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<th>Unit</th>
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<tr>
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<td>MATERIAL MARKUP FOR ADDITIONAL WORK</td>
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Resolution -- Renewing the Annual Contract with Dyna Pak Corporation in the Total Estimated Amount of $350,000.00 for Polyethylene Refuse and Recycling Bags

Administrative Comments
1. This item has been recommended by the Solid Waste Services Department. It supports Future in Focus: Safe and Beautiful City – Promote environmental stewardship.

2. Impact: Refuse and recycling bags provide residents with a convenient and inexpensive way to dispose of household garbage and recyclables.

3. This renewal establishes the continuation of an annual contract to provide polyethylene refuse and recycling bags, in conjunction with Parks & Recreation warehouse operations and Water Utilities Customer Service. This is the second and final, one-year renewal option.

4. Bags are sold to residents at the city’s purchase cost plus applicable sales tax rounded up to the nearest whole dollar per City Ordinance No. 2021-10435. The cost of a roll of refuse bags remains at $13.47, and the cost of a roll of recycling bags remains at $14.31 for this renewal term.

5. Funding for Fiscal Year 2023-24 is available in the Solid Waste Services Operating Fund, while funding for Fiscal Year 2024-25 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Est. Expenditure</th>
<th>Fiscal Year(s)</th>
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<td>Dyna Pak Corporation</td>
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<td>TOTAL</td>
<td></td>
<td>$350,000.00</td>
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Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:
Contract Required: No
Review Completed By: N/A
Previous Action: RES-2023-126
Council Action: Approved Renewal

Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties Form Required: No
TGC 2271 Verification Form Required: No
TGC 2274 Verification Form Required: No

Comments: Services provided by the vendor meet specifications and performance criteria; pricing remains the same. These as-needed expenditures will be tracked using Contract No. 42200077-0.

ATTACHMENTS:

Renewal summary (PDF)

CURRENT YEAR FINANCIAL IMPACT:

51016500-640600  Budget: $260,000.00  Actual: $260,000.00
Budget Adjustment/Transfer Required: No
Purchase orders will be issued as needed for annual contract.

REVISION INFORMATION:

Prepared: 2/19/2024 08:58 AM by Lauren Rodriguez
Last Updated: 3/7/2024 12:40 PM by Lauren Rodriguez
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby renews the annual contract with Dyna Pak Corporation in the estimated amount of $260,000.00 for the period of April 1, 2024, through September 30, 2024, and in the estimated amount of $90,000.00 for the period of October 1, 2024, through March 31, 2025, subject to funds being appropriated in Fiscal Year 2024-25, for Polyethylene Refuse and Recycling Bags.

SECTION II. THAT funding for these expenditures is available in the Solid Waste Services Operating 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 March 21, 2024.

_______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
<table>
<thead>
<tr>
<th>Line #</th>
<th>Description</th>
<th>QTY</th>
<th>UOM</th>
<th>Unit</th>
<th>Extended</th>
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<tbody>
<tr>
<td>1</td>
<td>Refuse Bags, Polyethylene Opaque Black, 2m 20000</td>
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<td>PKG</td>
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<tr>
<td>2</td>
<td>Recycling Bags, Translucent Blue Polyethylene</td>
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<td>PKG</td>
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Total Price: $340,950.00

Dyna Pak
Resolution -- Ratifying the Payment to W. Two Plus, Inc., in the Total Amount of $318,859.60 for the Emergency Fuel Tank Replacement at the North Police Service Center

Administrative Comments
1. This item is recommended by the Fleet Services Division. It supports Future in Focus: Infrastructure Investment – Maintain roadways, sidewalks and transportation infrastructure.

2. Impact: Emergency replacement of the fuel tank at the North Police Service Center was necessary for Public Safety and city fleet vehicles to continue fueling, allowing them to better serve the citizens, businesses, and visitors throughout the City of Irving.

3. The 20-year-old fuel tank at the North Police Service Center located at 5964 Riverside Drive, Irving, Texas 75039, which provides fueling capabilities for the North Police Station and the Parks & Recreation Department, was found to have significant deterioration of its inner lining which created danger of contaminating fuel with continued use. The exterior of the tank and lines running from the tank to the fuel dispenser were also showing signs of distress and in desperate need of replacement, creating the need for an emergency declaration on July 19, 2022 by Assistant City Manager Orlando Sanchez to prevent the possibility of an environmental hazard should the tank begin to leak and to protect public safety.

4. W. Two Plus, Inc., who is under contract with the city for Regulated Environmental Risk Services, was contacted immediately and provided a quote to cover decommission of the old fuel tank and purchase and installation of a new 12,000 gallon FireGuard above ground steel tank. The replacement of the fuel tank and related components, along with the necessary testing, was completed on February 16, 2024. Despite the delay caused by the back-ordered equipment, the work has been successfully finished, and everything is now in proper working order.

5. Funding in the amount of $318,859.60 was available in the Vehicle and Equipment Replacement fund after a budget adjustment was completed to place $336,337.83 into this fund via ORD-2022-10613 on August 4, 2022 based on the original estimate received from W. Two Plus.

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:
Contract Required: No
Previous Action: None
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: No
TGC 2271 Verification Form Required: No
TGC 2274 Verification Form Required: No

ATTACHMENTS:
Emergency Declaration Memo - NPD Fuel Tank Replacement (PDF)
W TWO PLUS-3747375 (PDF)

CURRENT YEAR FINANCIAL IMPACT:
600031301-640600 Budget: $336,337.83 Actual: $318,859.60
Budget Adjustment/Transfer Required: No
PO #22202646

REVISION INFORMATION:
Prepared: 3/6/2024 07:26 PM by Darlene Humphries
Last Updated: 3/13/2024 06:24 PM by Darlene Humphries
WHEREAS, Fleet staff became aware of deterioration of the inner lining of the fuel tank at the North Police Service Center located at 5964 Riverside Drive, Irving, Texas 75039 as well as signs of distress with the tank exterior and lines running from the tank to the fuel dispenser; and

WHEREAS, the Assistant City Manager over the Fleet Services Division determined that immediate attention was required to preserve or protect the public health or safety of Irving residents, and declared the immediate replacement of said tank an emergency on July 19, 2022; and

WHEREAS, upon the request of the Fleet Services Division, W. Two Plus, Inc., who is under contract with the City for Regulated Environmental Risk Services, had the necessary experience and expertise to perform the replacement and was able to provide a quote for same; and

WHEREAS, Section 252.022(a)(1) and (2) of the Texas Local Government Code exempts a municipality from competitive bidding requirements for expenditures made to preserve or protect the public health or safety of the municipality’s residents and to preserve public property, respectively;

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

SECTION I. THAT the City Council hereby ratifies the total payment to W. Two Plus, Inc., in the amount of $318,859.60 for the emergency replacement of the fuel tank at the North Police Service Center.

SECTION II. THAT funding was available in the Vehicle & Equipment Replacement Fund.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on March 21, 2024.

____________________________

RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
MEMO

To: Darlene Humphries, Purchasing Manager  
From: Orlando Sanchez, Assistant City Manager  
        Debbie Jackson, Fleet Business Operations Manager  
        Jarek Gomez, Assistant Fleet Service Manager  
Date: July 19, 2022  
Subject: Emergency Declaration-Fuel Tank Replacement at North Police Service Center

The fuel tank at the North Police Service Center located at 5964 Riverside Drive Irving, Texas 75039 provides fueling capabilities for the North Police Station and the Parks Department. This tank is almost 20 years old and the inner lining of the fuel tank has significant deterioration due to age and is in danger of contaminating fuel with substantial extended use. The exterior of the tank and lines that run from the tank to the dispensers are showing signs of distress and are in desperate need of replacement.

W. Two Plus provided quote #1346B on July 19, 2022 in the amount of $336,337.83 to cover decommission of old tank and installation of new tank which is a 12,000-gallon FireGuard above ground steel tank. We have used this vendor many times successfully.

Fleet Services find the functions of the fuel tank at the North Police Service Center crucial to providing fuel for the Police Department, Parks Department, and other departments up north allowing them to continue providing exceptional services and for our residents, businesses, and visitors. If this tank were to start leaking, it would be an environmental hazard. It's location to where water is pulled from our local water governing authorities makes this a public safety issue if it were to be contaminated. This site is also part of our diversified fueling strategy that is implemented during weather related fueling emergencies. For these reasons, we ask for an emergency declaration be approved allowing us to create a purchase order with W. Two Plus. Funding will be provided from the Vehicle Equipment Replacement Fund.

[Signatures]

Orlando Sanchez, Assistant City Manager  
Debbie Jackson, Fleet Business Operations Manager  
Jarek Gomez, Assistant Fleet Service Manager
INVOICE

BILL TO
N Police Service Center
City of Irving
825 W Irving Blvd
Irving, TX 75060

SHIP TO
N Police Service Center
5992 Riverside Dr
Irving, TX

INVOICE
DATE
3747375
08/08/2022

TERMS
Net 30

DUE DATE
09/07/2022

PO #
22202546

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<td>PER BID 1346B (total bid $336,337.83)</td>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sales</td>
<td>1st draw requested--30% ($100,901.35)</td>
<td>100</td>
<td>901.35</td>
<td>100,901.35</td>
</tr>
</tbody>
</table>

We sincerely appreciate your business. If this account should become past due, all reasonable attorney fees and reasonable costs incurred in the collection of the debt will be the responsibility of the debtor. Finance charges will be assessed on all aged balances at the highest legal rate. In addition, repossession of installed equipment may occur and any associated costs involved with repossession will also be the responsibility of the debtor.

SUBTOTAL: $100,901.35
TAX: 0.00
TOTAL: $100,901.35

BALANCE DUE

Prices
Verified & Ok
to pay

8-17-22
**INVOICE #** | **DATE** | **DUE**
---|---|---
116730 | 07/28/2023 | 08/27/2023

Terms: Net 30  
Time Period: 08/08/2022 - 07/28/2023  
App #: 2

**CUSTOMER**

CITY OF IRVING  
Accounts Payable  
825 West Irving Boulevard  
Irving, TX 75060

**PROJECT**

City of Irving --- North Police Service Center  
128 North Briery Road  
Irving, TX 75061

**DESCRIPTION**

30% progress billing per Estimate # 1346B that states 30% will be billed when the tank is Set.

### Electrical

<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Billed</th>
<th>Remain</th>
<th>This INV</th>
<th>Price/Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrician</td>
<td>1</td>
<td>60%</td>
<td>40%</td>
<td>30%</td>
<td>$32,517.34</td>
<td>$9,755.20</td>
</tr>
</tbody>
</table>

### Fuel System Parts and Materials

<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Billed</th>
<th>Remain</th>
<th>This INV</th>
<th>Price/Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>JF Quote---- 12-DH-ZSQ2843-1</td>
<td>1</td>
<td>60%</td>
<td>40%</td>
<td>30%</td>
<td>$120,968.65</td>
<td>$36,290.60</td>
</tr>
</tbody>
</table>

### Tank

<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Billed</th>
<th>Remain</th>
<th>This INV</th>
<th>Price/Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Watco 12k 2085</td>
<td>1</td>
<td>60%</td>
<td>40%</td>
<td>30%</td>
<td>$109,884.07</td>
<td>$32,965.22</td>
</tr>
</tbody>
</table>

### Excavation and Backfill Materials

<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Billed</th>
<th>Remain</th>
<th>This INV</th>
<th>Price/Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excavationand Backfill</td>
<td>1</td>
<td>60%</td>
<td>40%</td>
<td>30%</td>
<td>$17,478.23</td>
<td>$5,243.47</td>
</tr>
</tbody>
</table>
## Install Labor

<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Billed</th>
<th>Remain</th>
<th>This INV</th>
<th>Price/Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>1</td>
<td>60%</td>
<td>40%</td>
<td>30%</td>
<td>$43,050.27</td>
<td>$12,915.08</td>
</tr>
</tbody>
</table>

## Crane

<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Billed</th>
<th>Remain</th>
<th>This INV</th>
<th>Price/Unit</th>
<th>Total</th>
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<tbody>
<tr>
<td>Crane</td>
<td>1</td>
<td>60%</td>
<td>40%</td>
<td>30%</td>
<td>$12,439.27</td>
<td>$3,731.78</td>
</tr>
</tbody>
</table>

Subtotal $100,901.35

Tax: NON (0%) $0.00

Total $100,901.35

Balance Due $100,901.35
# INVOICE

**BILL TO**  
Accounts Payable  
CITY OF IRVING  
CITY OF IRVING  
825 West Irving Boulevard  
Irving, TX  75060

**SHIP TO**  
Accounts Payable  
CITY OF IRVING  
North Police Service Center

**INVOICE DATE** 02/16/2024  
**TERMS** Net 30  
**DUE DATE** 03/17/2024

<table>
<thead>
<tr>
<th>DATE</th>
<th>ACTIVITY</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Ground Up Install</td>
<td>Final Invoice for North Police Service Center</td>
<td>1</td>
<td>117,056.90</td>
<td>117,056.90</td>
</tr>
</tbody>
</table>

**SUBTOTAL**  
117,056.90

**TAX**  
0.00

**TOTAL**  
117,056.90

**BALANCE DUE**  
$117,056.90

---

Received on All Items  
Final Invoices as Detailed Below  
The Item # and $ Amount)

---

APPROVED

Packet Pg. 363
Resolution -- Authorizing As-Needed Expenditures with Fleet Solutions, LLC, dba USA Fleet Solutions, a Reseller of Geotab, Inc., in the Total Estimated Amount of $225,000.00 for the Purchase of Vehicle Management Devices, Global Positioning System (GPS) and Monitoring Services through Sourcewell

Administrative Comments

1. This item is recommended by the Fleet Services Division. It supports Future in Focus: Infrastructure Investment – Maintain roadways, sidewalks and transportation infrastructure.

2. **Impact:** Utilization of this contract will allow for continued vehicle tracking utilizing Geotab hardware and software, which increases the efficiency of both the Fleet Services Division and the departments and provides accountability regarding vehicle safety, security and utilization.

3. A Vendor/Member contract between the City of Irving and Fleet Solutions, LLC, dba USA Fleet Solutions, a reseller of Geotab, Inc., was approved by Resolution No. 2022-489 on November 10, 2022. This contract supports utilization of Sourcewell Contract No. 020221-GEO for Fleet Management to provide monthly tracking services associated with Geotab telematic devices utilized on general government Fleet vehicles, which has been renewed through March 26, 2025.

4. Funding for Fiscal Year 2023-24 is available in the Garage Fund, while funding for Fiscal Year 2024-25 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Spending Term</th>
<th>Total Estimated Amount</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fleet Solutions, LLC, dba USA Fleet Solutions a reseller of Geotab, Inc.</td>
<td>3/27/24 – 3/26/25</td>
<td>$112,500.00</td>
<td>2023-24</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$112,500.00</td>
<td>2024-25</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$225,000.00</td>
<td></td>
</tr>
</tbody>
</table>

**Recommendation**

The resolution be approved.

**ADDITIONAL COMMENTS:**

- **Contract Required:** No
- **Review Completed By:** N/A
- **Previous Action:** RES-2022-489
- **Council Action:** Authorized Expenditures
- **Discretionary Contract Disclosure Form Required:** No
- **Certificate of Interested Parties (Form 1295) Required:** No
- **TGC 2271 Verification Form Required:** No
TGC 2274 Verification Form Required: No

Comments: Purchases made under Sourcewell Contract No. 020221-GEO 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 under Contract No. 4220010001.

CURRENT YEAR FINANCIAL IMPACT:

<table>
<thead>
<tr>
<th>Category</th>
<th>Budget</th>
<th>Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td>60017000-620011</td>
<td>$112,500.00</td>
<td>$112,500.00</td>
</tr>
</tbody>
</table>

Budget Adjustment/Transfer Required: No
Purchase orders will be issued as needed.

REVISION INFORMATION:
Prepared: 2/19/2024 09:43 AM by Lauren Rodriguez
Last Updated: 3/13/2024 06:18 PM by Darlene Humphries
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 14438)

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

WHEREAS, the City of Irving entered into an Interlocal Cooperative Purchasing Agreement with National Joint Powers Alliance (NJPA) on October 3, 2013, whose name was changed to Sourcewell on June 6, 2018 upon action by Region 5 Board of Directors to rebrand the cooperative; and

WHEREAS the City of Irving entered into a Vendor/Member Contract with Fleet Solutions, LLC, dba USA Fleet Solutions, a reseller of Geotab, Inc., by Administrative Award No. 7799 on May 2, 2022, which supports utilization of Sourcewell Contract No. 020221-GEO for Fleet Management, which has been renewed on March 26, 2025;

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

SECTION I. THAT the City Council hereby authorizes as-needed expenditures with Fleet Solutions, LLC, dba USA Fleet Solutions, a reseller of Geotab, Inc., in the estimated amount of $112,500.00 for the period of March 27, 2024, through September 30, 2024, and in the estimated amount of $112,500.00 for the period of October 1, 2024, through March 26, 2025, subject to funds being appropriated in Fiscal Year 2024-25, for the purchase of vehicle management devices, global positioning system (GPS) and monitoring services utilizing Sourcewell Contract No. 020221-GEO.

SECTION II. THAT funding for these expenditures is available in the Garage 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 March 21, 2024.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

________________________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

________________________________________
Kuruvilla Oommen
City Attorney
Resolution -- Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement Between the City of Irving and Bond Equipment Company, Inc., through the State of Texas Local Government Statewide Purchasing Cooperative Program (BuyBoard)

Administrative Comments

1. This item is recommended by the Fleet Services Division and the Financial Services Department – Purchasing Division. It supports Future in Focus: Infrastructure Investment – Maintain roadways, sidewalks and transportation infrastructure.

2. **Impact:** Establishment of a Vendor/Member Contract between the City of Irving and Bond Equipment Company, Inc., supports utilization of BuyBoard Contract No. 723-23 for Medium & Heavy-Duty Trucks, Parts, and Maintenance Repair Services, which expires on November 30, 2024.

3. Approval of this item allows for the purchases of four (4) 2024 Battle Motor LED –2 Rear Loaders for the Solid Waste Services Department as presented in the following item on this agenda as well as any future purchases from this vendor through the designated BuyBoard contract during the specified contract term.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

- **Contract Required:** Yes
- **Review Completed By:** Cody Robinson
- **Previous Action:** None
- **Council Action:** None
- **Discretionary Contract Disclosure Form Required:** No
- **Certificate of Interested Parties (Form 1295) Required:** Yes
- **TGC 2271 Verification Form Required:** Yes
- **TGC 2274 Verification Form Required:** Yes
- **Comments:** Purchases made under BuyBoard Contract No. 723-23 for Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Service meet competitive bid requirements with the State of Texas statues, rules, policies, and procedures. Pricing is reasonable and within budget.

ATTACHMENTS:

- Vendor-Member Contract- Bond Equipment Company (PDF)
- 2271 & 2274 Bond Equipment Company (PDF)
CURRENT YEAR FINANCIAL IMPACT:

None

REVISION INFORMATION:

Prepared: 2/27/2024 09:29 AM by Lauren Rodriguez
Last Updated: 3/7/2024 01:07 PM by Lauren Rodriguez
WHEREAS, the City of Irving is authorized pursuant to Chapter 271, Texas Local Government Code, and Section 791.025, Texas Government Code, to enter into cooperative purchase agreements and is deemed thereby to satisfy state laws requiring competitive bidding; and

WHEREAS, the City of Irving entered into an Interlocal Cooperative Purchasing Agreement with the Texas Local Government Statewide Cooperative Purchasing Program administered by the Texas Association of School Boards (BuyBoard) on January 11, 2001, which was amended on February 8, 2007;

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

SECTION I. THAT the City Council hereby approves the attached Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement between the City of Irving and Bond Equipment Company, Inc., for as-needed purchases utilizing BuyBoard Contract No. 723-23 for Medium & Heavy-Duty Trucks, Parts, and Maintenance Repair Service, and the City Manager or designee is authorized to execute said contract.

SECTION II. THAT the City Council hereby authorizes use of this contract for the period of March 22, 2024, through November 30, 2024, subject to purchasing guidelines as established by state law and city ordinances, policies, and procedures.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on March 21, 2024.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
CITY OF IRVING, TEXAS
VENDOR/MEMBER CONTRACT
Pursuant to a
COOPERATIVE PURCHASING AGREEMENT

VENDOR [FULL LEGAL NAME]: Bond Equipment Company, Inc

COOPERATIVE PURCHASING ASSOCIATION/AGENCY: Buyboard

COOPERATIVE PURCHASING ASSOCIATION/AGENCY AGREEMENT NUMBER AND NAME:
723-23 Medium and Heavy-Duty Truck Parts and Maintenance Repair Services

EXPIRATION DATE OF COOPERATIVE PURCHASING ASSOCIATION/AGENCY AGREEMENT: November 30, 2024

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 Contract"), 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 Contract and

WHEREAS, IRVING is authorized pursuant to Sections 271.102 and 271.083 of the Texas Local Government Code, and Section 791.025 of the 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/or services under the CPAA/VENDOR Contract; 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 VENDOR/MEMBER Contract shall prevail; and

WHEREAS, VENDOR and IRVING recognize and agree that this VENDOR/MEMBER Contract does not amend or alter the rights, duties and obligations between VENDOR and the CPAA or between IRVING and the CPAA under their respective contracts with the CPAA.

Rev. 12.21.22
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/or 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 Contract, 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 are hereby made a part and parcel of this VENDOR/MEMBER Contract and incorporated herein for all purposes and should be construed in the order listed below:
1. Council Resolution or Administrative Award, as may be applicable;
2. VENDOR/MEMBER Contract and any amendments or addendum(s);
3. IRVING’s Insurance Requirements for Services (Exhibit A);
4. IRVING’S Purchase Order(s);
5. Price Quote and specifications for each Price Quote; and
6. CPAA/VENDOR Contract (a copy of which is on file with IRVING’S Purchasing Division).

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 of the Texas Local Government Code filings shall be with, or copied to, IRVING.

IV.

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 GOODS AND/OR SERVICES PROVIDED BY THE VENDOR PURSUANT TO THIS VENDOR/MEMBER 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 VENDOR/MEMBER 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 VENDOR/MEMBER CONTRACT. THIS INDEMNIFICATION IS NOT INTENDED TO APPLY TO CLAIMS MADE AGAINST THE CITY.
INDEMNIFIED PARTIES RESULTING FROM NEGLIGENT ACTS OF CITY EMPLOYEES COVERED UNDER SECTION 101.021 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE.

The parties hereby acknowledge and agree that CITY is entering this VENDOR/MEMBER Contract pursuant to its governmental function and that nothing contained in this VENDOR/MEMBER 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 VENDOR/MEMBER Contract is subject to the provisions of Subchapter I of Chapter 271 of the Texas Local Government Code, as amended, the CITY’S immunity from suit is waived only as set forth in Subchapter I of Chapter 271 of the Texas Local Government Code. Further, the parties agree that this VENDOR/MEMBER 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.

V.

IRVING shall make payment in accordance with the Texas Prompt Pay Act, Chapter 2251 of the 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.

VI.

This VENDOR/MEMBER 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.

VII.

If VENDOR fails in any manner to fully perform each and all of the terms, conditions and covenants of this VENDOR/MEMBER 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 VENDOR/MEMBER Contract or at its option, may purchase similar goods and services on the open market and recover from VENDOR any difference in price thereof.

VIII.

As a condition of this VENDOR/MEMBER Contract, VENDOR covenants that it will take all necessary actions to insure that, in connection with any goods or services provided under this VENDOR/MEMBER Contract, 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 VENDOR/MEMBER Contract and the SERVICES performed hereunder for a minimum period of three (3) years from termination of this Contract, with full access allowed to authorized representatives of the CITY, upon request, for purposes of evaluating compliance with this provision of the Contract.

IX.

All written notices and correspondence given by one party to another shall be at the addresses listed below for the signers of this VENDOR/MEMBER Contract.

X.

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 VENDOR/MEMBER Contract.

XI.

If any provision of this VENDOR/MEMBER Contract 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 VENDOR/MEMBER Contract shall be valid and enforceable to the maximum extent possible.
XII.

This VENDOR/MEMBER Contract 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.

XIII.

This VENDOR/MEMBER Contract may be executed in Counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XIV.

This VENDOR/MEMBER Contract, 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 VENDOR/MEMBER Contract.

VENDOR [Full Legal Name]
Signature
Printed Name: James A. Bond
Title: President
Date: 1-12-24
Address: 2946 Irving Blvd
Dallas, TX 75247

CITY OF IRVING
Signature
Printed Name: ____________________________
Title: ____________________________
Date: ____________________________
Address: c/o Purchasing Agent
835 West Irving Boulevard
Irving, Texas 75060
Exhibit A

STANDARD INSURANCE REQUIREMENTS

At his own expense, contractor shall procure and maintain for the duration of the proposed contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors. Said insurance shall be in the type(s) and minimum(s) listed below. 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 $2,000,000 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 $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 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. 12.21.22
General Provisions

1. SCOPE – These provisions apply to all contracted vendors unless specifically exempted in the proposed contract. Coverage shall state that the Vendor’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 – Vendor’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 – Vendor 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 Vendor 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 Vendor.

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 Vendor and notarized. Required proof of insurance must be provided by awarded Vendor 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.

---

**VENDOR (Company Full Legal Name)**

[Signature]

**PRINTED NAME** J. A. Bond

**PRINTED TITLE** President

---

Rev. 12.21.22
ACKNOWLEDGMENT

CORPORATE ACKNOWLEDGMENT

THE STATE OF Texas $
COUNTY OF Collin $

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

James Andrew Bond President

(Print Full Legal Name) (Print Title)

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12 day of January, A.D., 2024.

Renee Whiteside Tyler, Notary Public In and For

Collin County, Texas

My Commission expires: 10-16-25

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 personally appeared:

(Print Full Legal Name) (Print Title)

of ________________, a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that she or he was duly authorized as a partner of such partnership to perform same for the purpose and consideration therein expressed, and in the capacity therein stated.

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

______________________________
Notary Public In and For

______________________________ County, __________

My Commission expires: __________________________

SINGLE ACKNOWLEDGMENT

THE STATE OF $
COUNTY OF $

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

______________________________ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

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

______________________________
Notary Public In and For

______________________________ County, __________

My Commission expires: __________________________

Rev. 12.21.22
Form TGC 2271

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2271

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: James A. Bond
Title: President
Company Name: Bond Equipment Co., Inc.
Date Signed: 1-12-24

THE STATE OF Texas
COUNTY OF Collin

BEFORE ME, the undersigned notary public on this day personally appeared James A. Bond, on behalf of Bond Equipment Co., Inc. (Company Name), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2271.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 12 day of January, 2024

Renee W. Tyler
NOTARY PUBLIC IN AND FOR THE STATE OF Texas

The following definitions apply to TEXAS GOVERNMENT CODE SECTION 2271.001:

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 #: Payboard 723-23
LSR #: 

Packet Pg. 380
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 2271.002 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 # Buyboard 723-23

LSR # ________
Form TGC 2274

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2274

By signing below, Company hereby verifies the following:

1. Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and

2. Company will not discriminate during the term of the contract against a firearm entity or firearm trade association.

SIGNED BY:
Print Name: James A. Bond
Title: President
Company Name: Bond Equipment Co. Inc.
Date Signed: 1-12-24

NOTARIZATION

THE STATE OF Texas
COUNTY OF Collin

BEFORE ME, the undersigned notary public on this day personally appeared on behalf of Bond Equipment Co. Inc. (Company Name), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2274.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 12 day of January, 2024

NOTARY PUBLIC IN AND FOR THE STATE OF Texas

The following definition applies to Texas Government Code Section 2274.001:

(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. The term does not include a sole proprietorship.

Additional definitions under Texas Government Code Section 2274.001 can be found here

https://www.txc.gov/texlaw/Seven/texgov_texasgov_code_page.cfm

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; unless an applicable exception under Chapter 2274 applies.

Contract # Buyboard 723-23
LSR #
Resolution -- Approving the Purchase from Bond Equipment Company, Inc., for Four (4) 2024 Battle Motors LED-2 Rear Loaders, in the Total Estimated Amount of $1,543,886.00 through the State of Texas Local Government Statewide Cooperative Purchasing Program (BuyBoard)

Administrative Comments

1. This item is recommended by the Solid Waste Services Department and approved by the Fleet Services Division. It supports Future in Focus: Infrastructure Investment – Maintain roadways, sidewalks and transportation infrastructure.

2. Impact: The purchases shown below from Bond Equipment Company, Inc., will be utilized by the Solid Waste Services Department. The replacement of aging vehicles will reduce downtime and provide the department with critical resources to maintain optimal services for the Irving community.

3. These purchases are supported by a Vendor/Member contract between the City of Irving and Bond Equipment Company, Inc., utilizing BuyBoard Contract No. 723-23 for Medium and Heavy-Duty Trucks, Parts and Maintenance Repair Service which is presented as the previous item on this agenda.

4. These budgeted replacements are in accordance with the City’s Vehicle & Equipment Replacement Policy for City Tag Nos. 06235, 06236, 06239 and 06240, all 2014 or 2015 Mack cab and chassis with Heil 28-yard rear loaders which will all be retired.

5. Funding in the total estimated amount of $1,543,886.00 is available in the Solid Waste Services Vehicle & Equipment Replacement Fund.

<table>
<thead>
<tr>
<th>Department</th>
<th>Description (qty)</th>
<th>Replaces City Tag #</th>
<th>Total Estimated Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solid Waste Services</td>
<td>2024 Battle Motors LED-2 Rear Loaders (4)</td>
<td>06235 06236 06239 06240</td>
<td>$1,543,886.00</td>
</tr>
</tbody>
</table>

TOTAL $1,543,886.00

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: No

Review Completed By: N/A

Previous Action: None

Council Action: None

Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: No
TGC 2271 Verification Form Required: No
TGC 2274 Verification Form Required: No

Comments: Purchases under BuyBoard Contract No. 723-23 meet competitive bid requirements with the State of Texas statues, rules, policies, and procedures. Pricing is reasonable and within budget. These as-needed purchases will be tracked using Contract No. 42400148L2.

CURRENT YEAR FINANCIAL IMPACT:

51156501-700035   Budget: $1,543,886.00  Actual: $1,543,886.00
Budget Adjustment Required: No
Requisition #12400415

REVISION INFORMATION:

Prepared: 2/27/2024 10:17 AM by Lauren Rodriguez
Last Updated: 3/13/2024 06:42 PM by Darlene Humphries
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 14462)

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

WHEREAS, the City of Irving entered into an Interlocal Cooperative Purchasing Agreement with the Texas Local Government Statewide Cooperative Purchasing Program administered by the Texas Association of School Boards (BuyBoard) on January 11, 2001, which was amended on February 8, 2007; and

WHEREAS, the City of Irving entered into a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement with Bond Equipment Company, Inc., on March 21, 2024, which supports utilization of BuyBoard Contract No. 723-23 for Medium and Heavy Duty Trucks, Parts and Maintenance Repair Service;

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

SECTION I. THAT the City Council hereby approves the purchase from Bond Equipment Company, Inc., for four (4) 2024 Battle Motors LET-2 Rear Loaders in the total estimated amount of $1,543,886.00 utilizing BuyBoard Contract No. 723-23.

SECTION II. THAT funding for this expenditure is available in the Solid Waste Services Vehicle & Equipment Replacement Fund.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on March 21, 2024.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

________________________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

________________________________________
Kuruvilla Oommen
City Attorney
Resolution -- Approving a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement between the City of Irving and Siddons-Martin Emergency Group, LLC, through the Houston-Galveston Area Council of Governments (H-GAC) Interlocal Cooperative Purchasing Program

Administrative Comments

1. This item is recommended by the Fleet Services Division and the Financial Services Department – Purchasing Division. It supports Future in Focus: Infrastructure Investment – Maintain roadways, sidewalks and transportation infrastructure.

2. Impact: Establishment of a Vendor/Member contract between the City of Irving and Siddons-Martin Emergency Group, LLC, supports utilization of H-GAC Contract No. FS12-23, which expires November 30, 2027, for fire apparatus equipment.

3. Approval of this contract supports the purchase of the fire apparatus as presented in the following item on this agenda as well as any future purchases from this vendor through the designated H-GAC contract for the specified contract term.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: Yes  Review Completed By: Cody Robinson
Previous Action: None  Council Action: None
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: Yes
TGC 2271 Verification Form Required: Yes
TGC 2274 Verification Form Required: Yes
Comments: Purchases made under HGAC Contract No. FS12-23, which expires on November 30, 2027, meet competitive bid requirements with the State of Texas statues, rules, policies, and procedures and have been determined to offer pricing that is reasonable and within budget.

ATTACHMENTS:

Vendoer-Member Contract- Siddons-Martin Emergency Group (PDF)
2271 & 2274 - Siddons Martin Emergency Group (PDF)
CURRENT YEAR FINANCIAL IMPACT:
None

REVISION INFORMATION:
Prepared: 3/1/2024 08:55 AM by Lauren Rodriguez
Last Updated: 3/13/2024 07:03 PM by Darlene Humphries
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 14473)

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

WHEREAS, the City of Irving entered into an Interlocal Cooperative Purchasing Agreement with Houston-Galveston Area Council of Governments (H-GAC) on October 15, 1992;

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 Siddons-Martin Emergency Group, LLC, for as-needed purchases utilizing Contract No. FS12-23 for the purchase of Fire Apparatus and Related Vehicles through H-GAC, and the City Manager or designee is authorized to execute said contract.

SECTION II. THAT the City Council hereby authorizes use of this contract for the period of March 22, 2024, through November 30, 2027, subject to purchasing guidelines as established by state law and city ordinances, policies, and procedures.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on March 21, 2024.

__________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

__________________________________________
Kuruvilla Oommen
City Attorney
CITY OF IRVING, TEXAS
VENDOR/MEMBER CONTRACT
Pursuant to a
COOPERATIVE PURCHASING AGREEMENT

VENDOR [FULL LEGAL NAME]: Siddons- Martin Emergency Group L.L.C.

COOPERATIVE PURCHASING ASSOCIATION/AGENCY: HGAC

COOPERATIVE PURCHASING ASSOCIATION/AGENCY AGREEMENT NUMBER AND NAME:
FS12-23 FIRE APPARATUS AND RELATED VEHICLES

EXPIRATION DATE OF COOPERATIVE PURCHASING ASSOCIATION/AGENCY AGREEMENT: 11/30/2027

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 Contract"), 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 Contract; and

WHEREAS, IRVING is authorized pursuant to Sections 271.102 and 271.083 of the Texas Local Government Code, and Section 791.025 of the 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/or services under the CPAA/VENDOR Contract; 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 VENDOR/MEMBER 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/or 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 Contract, 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 are hereby made a part and parcel of this VENDOR/MEMBER Contract and incorporated herein for all purposes and should be construed in the order listed below:

1. Council Resolution or Administrative Award, as may be applicable;
2. VENDOR/MEMBER Contract and any amendments or addendum(s);
3. IRVING's Insurance Requirements for Services (Exhibit A);
4. IRVING'S Purchase Order(s);
5. Price Quote and specifications for each Price Quote; and
6. CPAA/VENDOR Contract (a copy of which is on file with IRVING'S Purchasing Division).

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 of the Texas Local Government Code filings shall be with, or copied to, IRVING.

IV.

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 GOODS AND/OR SERVICES PROVIDED BY THE VENDOR PURSUANT TO THIS VENDOR/MEMBER 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 VENDOR/MEMBER 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 HEREOFUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS VENDOR/MEMBER CONTRACT. THIS INDEMNIFICATION IS NOT INTENDED TO APPLY TO CLAIMS MADE AGAINST THE CITY

Rev. 12.21.22
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 VENDOR/MEMBER Contract pursuant to its
governmental function and that nothing contained in this VENDOR/MEMBER 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 VENDOR/MEMBER Contract is subject to the provisions of Subchapter I of Chapter 271 of the
Texas Local Government Code, as amended, the CITY'S immunity from suit is waived only as set forth in Subchapter
I of Chapter 271 of the Texas Local Government Code. Further, the parties agree that this VENDOR/MEMBER
Contract is made subject to all applicable provisions of the Texas Civil Practices and Remedies Code ('CPREC'),
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.

V.
IRVING shall make payment in accordance with the Texas Prompt Pay Act, Chapter 2251 of the 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.

VI.
This VENDOR/MEMBER 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.

VII.
If VENDOR fails in any manner to fully perform each and all of the terms, conditions and covenants of this
VENDOR/MEMBER 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 VENDOR/MEMBER Contract
or at its option, may purchase similar goods and services on the open market and recover from VENDOR any
difference in price thereof.

VIII.
As a condition of this VENDOR/MEMBER Contract, VENDOR covenants that it will take all necessary actions to
insure that, in connection with any goods or services provided under this VENDOR/MEMBER Contract, 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 VENDOR/MEMBER Contract and the
SERVICES performed hereunder for a minimum period of three (3) years from termination of this Contract, with full
access allowed to authorized representatives of the CITY, upon request, for purposes of evaluating compliance with
this provision of the Contract.

IX.
All written notices and correspondence given by one party to another shall be at the addresses listed below for the
signers of the VENDOR/MEMBER Contract.

X.
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 VENDOR/MEMBER Contract.

XI.
If any provision of this VENDOR/MEMBER Contract 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 VENDOR/MEMBER
Contract shall be valid and enforceable to the maximum extent possible.

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XII.

This VENDOR/MEMBER Contract 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.

XIII.

This VENDOR/MEMBER Contract may be executed in Counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XIV.

This VENDOR/MEMBER Contract, 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 VENDOR/MEMBER Contract.

VENDOR [Full Legal Name]

Signature

Printed Name: Kathryn Williams

Title: VP & General Counsel

Date: 02-28-2024

Address: 1362 E Richey Road, Houston, TX 77073
       1362 E Richey Road, Houston, TX 77073
       1362 E Richey Road, Houston, TX 77073

CITY OF IRVING

Signature

Printed Name: ____________________________

Title: ____________________________

Date: ____________________________

Address: c/o Purchasing Agent
835 West Irving Boulevard
Irving, Texas 75060
Exhibit A

STANDARD INSURANCE REQUIREMENTS

At his own expense, contractor shall procure and maintain for the duration of the proposed contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors. Said insurance shall be in the type(s) and minimum(s) listed below. 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 $2,000,000 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 $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 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. 12.21.22
General Provisions

1. **SCOPE** — These provisions apply to all contracted vendors unless specifically exempted in the proposed contract. Coverage shall state that the Vendor’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** — Vendor’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** — Vendor 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 Vendor or its subcontractors shall not relieve the contractor of full responsibility or liability for damages and accidents as set forth in the contract documents.

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

Rev. 12.21.22
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 Vendor.

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 Vendor and notarized. Required proof of insurance must be provided by awarded Vendor 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.

VENDOR (Company Full Legal Name)  Siddons-Martin Emergency Group, LLC

SIGNATURE  

PRINTED NAME  Kathryn Williams

PRINTED TITLE  VP & General Counsel
2- H-16 - Vendor-Member Contract- 2271 & 2274 Forms - 1295 Form

Final Audit Report 2024-02-29

Created: 2024-02-29
By: Lauren Rodriguez (larodriguez@cityofirving.org)
Status: Signed
Transaction ID: CBJCHBCABAAsVR4YdghRTh74NNDkid60cmdh14J983

"2- H-16 - Vendor-Member Contract- 2271 & 2274 Forms - 1295 Form" History

Document created by Lauren Rodriguez (larodriguez@cityofirving.org)
2024-02-29 - 6:30:18 PM GMT

Document emailed to Kathryn Williams (kwilliams@siddons-martin.com) for signature
2024-02-29 - 6:31:22 PM GMT

Email viewed by Kathryn Williams (kwilliams@siddons-martin.com)
2024-02-29 - 7:11:19 PM GMT

Document e-signed by Kathryn Williams (kwilliams@siddons-martin.com)
Signature Date: 2024-02-29 - 7:15:11 PM GMT - Time Source: server

Agreement completed.
2024-02-29 - 7:15:11 PM GMT
Form TGC 2271

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2271

Please read both pages.

By signing below, Company hereby verifies the following:

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

SIGNED BY: [Signature]

Print Name: Kathryn Williams
Title: VP & General Counsel

Company Name: Siddons Martin Emergency Group, LLC

Date Signed: 02-29-2024

NOTARIZATION

THE STATE OF ____________

COUNTY OF ____________

BEFORE ME, the undersigned notary public on this day personally appeared on behalf of ____________ (Company Name), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2271.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the _______ day of ________, 20__

NOTARY PUBLIC IN AND FOR THE STATE OF

The following definitions apply to TEXAS GOVERNMENT CODE SECTION 2271.001:

(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 #HGAC FS12-23

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 2271.002 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 his _______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 # HGAC FS12-23

LSR # __________
Form TGC 2274

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2274

By signing below, Company hereby verifies the following:

1. Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Company will not discriminate during the term of the contract against a firearm entity or firearm trade association.

SIGNED BY: [Signature]
Print Name: Kathryn Williams  
Title: VP & General Counsel
Company Name: Siddons Martin Emergency Group, LLC
Date Signed: 02-29-2024

NOTARIZATION

THE STATE OF ____________________________ §
COUNTY OF ____________________________ §

BEFORE ME, the undersigned notary public on this day personally appeared ____________________________ (Company Name), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2274.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the ______day of ________, 20__.

NOTARY PUBLIC IN AND FOR THE STATE OF ____________________________

The following definition applies to TEXAS GOVERNMENT CODE SECTION 2274.001:

(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. The term does not include a sole proprietorship.

Additional definitions under TEXAS GOVERNMENT CODE SECTION 2274.001 can be found here https://capitol.texas.gov/tlodocs/87R/billtext/pdf/SB00019F.pdf.

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; unless an applicable exception under Chapter 2274 applies.

Contract #HGAC FS12-23
LSR #___________
"2- H-16 - Vendor-Member Contract- 2271 & 2274 Forms - 1295 Form" History

Document created by Lauren Rodriguez (larodriguez@cityofirving.org)
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Agreement completed.
2024-02-29 - 7:15:11 PM GMT
Resolution -- Approving the Purchase from Siddons-Martin Emergency Group, LLC, for Various Fire Apparatus, in the Total Estimated Amount of $5,162,218.00 through the Houston-Galveston Area Council of Governments (H-GAC) Interlocal Cooperative Cooperative Purchasing Program

Administrative Comments
1. This item is recommended by the Fire Department and approved by the Fleet Services Division. It supports Future in Focus: Safe and Beautiful City – Safeguard public safety, security and health.

2. **Impact**: The purchase shown below from Siddons-Martin Emergency Group, LLC, will reduce equipment downtime and allow the Fire Department to maintain the level of service needed to support residents, visitors and businesses within the City of Irving.

3. These purchases are supported by a Vendor/Member contract between the City of Irving and Siddons-Martin Emergency Group, LLC, Inc. utilizing H-GAC Contract No. FS12-23 for Fire Apparatus and Related Vehicles which is presented as the previous item on this agenda.

4. These budgeted replacements are in accordance with the City’s Vehicle & Equipment Replacement Policy for City Tag Nos. 05159-5x and 05160-5x, both 2010 Spartan Gladiator Retained Reserve Pumpers, City Tag No. 05154-5X, a 2008 Spartan Gladiator Reserve Pumper, and City Tag No. 05139-5X, a 2006 Pierce Custom 100’ Aerial Ladder, which will all be retired.

5. Funding in the total estimated amount of $5,162,218.00 is available in the Infrastructure Fund.

<table>
<thead>
<tr>
<th>Department</th>
<th>Description</th>
<th>Replaces City Tag</th>
<th>Total Estimated Amount</th>
<th>Fund(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire</td>
<td>1263 Pierce Custom Enforcer Pumper (2nd Gen) (1)</td>
<td>05159-5X</td>
<td>$970,447.00</td>
<td>Infrastructure</td>
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<tr>
<td></td>
<td>1113 Pierce Custom Enforcer Pumper (2nd Gen) (2)</td>
<td>05160-5X, 05154-5X</td>
<td>$2,027,801.00</td>
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</tr>
<tr>
<td></td>
<td>1112 Pierce Custom Enforcer Aerial HD Ladder 100’ Mid Mount (1)</td>
<td>05139-5X</td>
<td>$2,160,417.00</td>
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</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td></td>
<td>$5,162,218.00</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 2271 Verification Form Required: Yes
TGC 2274 Verification Form Required: Yes

Comments: Purchases under H-GAC Contract No. FS12-23 meet competitive bid requirements with the State of Texas statues, rules, policies, and procedures. Pricing is reasonable and within budget. These as-needed purchases will be tracked using Contract No. 42400181L3.

ATTACHMENTS:

EXHIBIT A (PDF)

FY24 - Fire- 1263 & 1113 Pierce -Custom Enforcer Pumpers Quote (PDF)
FY24 - Fire - 1112 Pierce Custom Enforcer Aerial HD Ladder 100'- Quote (PDF)

CURRENT YEAR FINANCIAL IMPACT:

40232500-700035       Budget: $5,162,218.00  Actual:  $5,162,218.00
Budget Adjustment Required: No
Requisition # N/A

REVISION INFORMATION:

Prepared: 3/1/2024 11:28 AM by Lauren Rodriguez
Last Updated: 3/13/2024 07:18 PM by Darlene Humphries
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 14476)

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

WHEREAS, the City of Irving entered into an Interlocal Cooperative Purchasing Agreement with Houston-Galveston Area Council of Governments (H-GAC) on October 15, 1992;

WHEREAS, the City of Irving entered into a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement with Siddons-Martin Emergency Group, LLC, on March 21, 2024, which supports utilization of H-GAC Contract No. FS12-23 for Fire Apparatus and Related Vehicles;

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

SECTION I. THAT the City Council hereby approves the purchase from Siddons-Martin Emergency Group, LLC., for various fire apparatus as more particularly described in Exhibit A in the total estimated amount of $5,162,218.00 utilizing H-GAC Contract No. FS12-23.

SECTION II. THAT funding for this expenditure is available in the Infrastructure 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 March 21, 2024.

RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
## EXHIBIT A

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</table>
January 26, 2024

Tony Harvey, Asst Chief
IRVING FIRE DEPARTMENT
845 W IRVING BLVD
IRVING, TX 75060

Proposal For: 2027 Irving pumpers

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to IRVING FIRE DEPARTMENT. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB IRVING FIRE DEPARTMENT and training on operation and use of the apparatus.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qty. 1 - 1263 - Pierce-Custom Enforcer Pumper, 2nd Gen (Unit Price - $1,060,250.00)</td>
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<th>Description</th>
<th>Amount</th>
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<td>Delivery within 28-29 months of order date</td>
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<td>QUOTE # - SMEG-0007015-2</td>
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<table>
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<tr>
<th>Description</th>
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<tr>
<td>Delivery within 37-38 months of order date</td>
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</tr>
<tr>
<td>QUOTE # - SMEG-0005545-4</td>
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<tr>
<th>Qty.</th>
<th>-</th>
<th>Description</th>
<th>(Unit Price</th>
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<tr>
<td>1</td>
<td>1263</td>
<td>Pierce-Custom Enforcer Pumper, 2nd Gen</td>
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<tbody>
<tr>
<td>HGAC FS12-19 (FIRE)</td>
<td>$2,000.00</td>
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<table>
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<th>Description</th>
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<tr>
<td>SUB TOTAL</td>
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<td>$2,000.00</td>
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<td>TOTAL</td>
<td>$2,999,801.00</td>
</tr>
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</table>

Proposal 2027 Irving pumpers Page 1 of 3 January 26, 2024
Price guaranteed for 60 days

Additional: Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Persistent Inflationary Environment Notification: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (the “PPI”) has increased at a compounded annual growth rate greater than 5.0% from the date of acceptance of this proposal letter (the “Order Month”) and 14 months prior to the anticipated Ready for Pickup Date (the “Evaluation Month”), then the proposal price may be increased by an amount equal to any increase exceeding 5.0% for the time period between the Order Month and the Evaluation Month. Siddons Martin and Pierce will provide documentation of such increase and the updated price for the customer’s approval before proceeding with completion of the order along with an option to cancel the order.

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of 0.033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to 0.044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

(A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
(B) 20% of the Purchase Price after completion of the approval drawings;
(C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

Scott Beckwith
I, _____________________________, the authorized representative of IRVING FIRE DEPARTMENT, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

__________________________________________________________
Signature & Date
Proposal For: 2027 Irving 100' Aerial

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to IRVING FIRE DEPARTMENT. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB IRVING FIRE DEPARTMENT and training on operation and use of the apparatus.

**Description**

<table>
<thead>
<tr>
<th>Qty. 1 - 1112 - Pierce-Custom Enforcer Aerial, HD Ladder 100', Mid-Mount (Unit Price - $2,455,732.00)</th>
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<td>Delivery within 45-46 months of order date</td>
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<table>
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<tbody>
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<td>Vehicle Price</td>
<td>$2,455,732.00</td>
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<tr>
<td>Chassis Prepay Discount</td>
<td>($20,192.00)</td>
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<td>Aerial Prepay Discount</td>
<td>($10,593.00)</td>
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<td>Full Prepay Discount</td>
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<td><strong>1112 - UNIT TOTAL</strong></td>
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<tr>
<td><strong>SUB TOTAL</strong></td>
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Price guaranteed for 60 days

**Additional:** Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

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an option to cancel the order.

**Taxes:** Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

**Late Fee:** A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

**Cancellation:** In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

(A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
(B) 20% of the Purchase Price after completion of the approval drawings;
(C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

**Acceptance:** In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

Scott Beckwith

I, _____________________________, the authorized representative of IRVING FIRE DEPARTMENT, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

________________________________________
Signature & Date
Resolution -- Approving and Accepting the Bid of Retail Motorcycle Venture Inc., dba BMW Motorcycles N. Dallas in an Amount Not to Exceed $400,000.00 for BMW Motorcycles Repair and Service for a Two-Year Period

Administrative Comments
1. This item is recommended by the Fleet Services Division. It Supports Future in Focus: Infrastructure Investment – Maintain roadways, sidewalks, and transportation infrastructure.
2. Impact: The city’s public safety vehicles will continue to be repaired and maintained with minimum downtime, keeping service levels high and enhancing Fleet Services Operations.
3. Retail Motorcycle Venture, Inc., dba BMW Motorcycles N. Dallas received the highest points based on the evaluation criteria established in this Best Value Bid and is being recommended for award.
4. This award establishes a contract to provide BMW (Original Equipment Manufacturer) parts and service for public safety vehicles on an as-needed basis. The contract is for two years with two, two-year renewal options.
5. Funding for Fiscal Year 2023-24 is available in the Garage Fund, while funding for Fiscal Years 2024-25 and 2025-26 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>Retail Motorcycle Venture Inc., dba BMW Motorcycles N. Dallas</td>
<td>3/22/24 – 2/28/26</td>
<td>$100,000.00</td>
<td>2023-24</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$200,000.00</td>
<td>2024-25</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$100,000.00</td>
<td>2025-26</td>
</tr>
<tr>
<td><strong>TOTAL AMOUNT NOT TO EXCEED</strong></td>
<td></td>
<td><strong>$400,000.00</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 2271 Verification Form Required: Yes
TGC 2274 Verification Form Required: Yes

Comments: Purchasing sent solicitation notices for ITB No. 052LR-24F to 580 vendors, 328 of whom were MWBE or HUB vendors. Two responses were received, one of which was from an M/WBE or HUB vendor. These as-needed expenditures will be tracked using Contract No. 42400163-2.

The evaluation criteria were as follows: Price (which includes labor rates, parts list less discount, sample pricing and other fees) (45%); Past performance (experience and references) (35%); repair facility location (20%).

ATTACHMENTS:

2271 & 2274 Forms- BMW Motorcycles N. Dallas (PDF)

CURRENT YEAR FINANCIAL IMPACT:

60017005-601010  Budget: $100,000.00  Actual: $100,000.00  
Budget Adjustment/Transfer Required: No 
Purchase orders will be issued as needed for annual contract.

REVISION INFORMATION:

Prepared: 2/27/2024 04:18 PM by Lauren Rodriguez
Last Updated: 3/13/2024 06:59 PM by Darlene Humphries
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves and accepts the bid of Retail Motorcycle Venture, Inc., dba BMW Motorcycles N. Dallas, in the estimated amount of $100,000.00 for the period of March 22, 2024, through September 30, 2024, in the estimated amount of $200,000.00 for the period of October 1, 2024, through September 30, 2025, and in the estimated amount of $100,000.00 for October 1, 2025, through February 28, 2026, subject to funds being appropriated in Fiscal Years 2024-25 and 2025-26 for ITB No. 052LR-24F for BMW Motorcycle Repair & Service.

SECTION II. THAT funding for these expenditures is available in the Garage 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 March 21, 2024.

RICHARD H. STOPFER
MAYOR

ATTEST:

Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

Kuruvilla Oommen
City Attorney
Form TGC 2271

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2271

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:
Carl Diehl

Print Name: Carl Diehl
Title: President

Company Name: Retail Motorcycle Venture, Inc. dba BMW Motorcycles N. Dallas

Date Signed: 2/21/2024

NOTARIZATION

THE STATE OF §

COUNTY OF §

BEFORE ME, the undersigned notary public on this day personally appeared §
on behalf of §
(Company Name), who, §
being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas §
Government Code Section 2271.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the ______day of _________. 20__

NOTARY PUBLIC IN AND FOR THE STATE OF________

The following definitions apply to TEXAS GOVERNMENT CODE SECTION 2271.001:

(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 #052LR-24F

LSR #________
Form TGC 2274

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE CHAPTER 2274

By signing below, Company hereby verifies the following:

1. Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Company will not discriminate during the term of the contract against a firearm entity or firearm trade association.

SIGNED BY: ____________________________
Print Name: Carl Diehl
Title: President

Company Name: Retail Motorcycle Venture, Inc. dba BMW Motorcycles N. Dallas

Date Signed: 2/21/2024

NOTARIZATION

THE STATE OF ____________________________
COUNTY OF ____________________________

BEFORE ME, the undersigned notary public on this day personally appeared on behalf of ____________________________, (Company Name), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2274.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the _____ day of ____________, 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF ____________________________

The following definition applies to TEXAS GOVERNMENT CODE SECTION 2274.001:

(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. The term does not include a sole proprietorship.

Additional definitions under TEXAS GOVERNMENT CODE SECTION 2274.001 can be found here: https://capitol.texas.gov/tlodocs/87R/html/text/pdf/SB00019F.pdf.

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, unless an applicable exception under Chapter 2274 applies.

Contract #052LR-24F

LSR #

"H-7 - Standard Contract & Acknowledgement-2271-2274 Forms & 1295" History

 créé le 2024-02-21 7:34:29 PM GMT

document envoyé à carl@bmwmotorcyclesdallas.com pour signature
2024-02-21 7:35:14 PM GMT

e-mail lu par carl@bmwmotorcyclesdallas.com
2024-02-21 7:39:13 PM GMT

signataire carl@bmwmotorcyclesdallas.com entré nom au signant comme Carl B Diehl
2024-02-21 7:42:17 PM GMT

document é-signé par Carl B Diehl (carl@bmwmotorcyclesdallas.com)
Signature Date: 2024-02-21 7:42:19 PM GMT - Time Source: server

contrat complété.
2024-02-21 7:42:19 PM GMT
Resolution -- Rejecting Any and All Bids Relative to ITB No. 020LR-24F for Fleet Fuel Cards for City of Irving

Administrative Comments

1. This item is recommended by the Fleet Services Division. It supports Future in Focus: Infrastructure Investment – Maintain roadways, sidewalks and transportation infrastructure.

2. Impact: Fleet Fuel Cards are used to purchase as-needed fuel for Public Safety and City Fleet vehicles from retail fueling locations at a discount off pump price, allowing the city to better serve the citizens, businesses, and visitors throughout the City of Irving.

3. Two bids were received in response to ITB No. 020LR-24F. After evaluation of the responses, staff has determined that neither submittal will be beneficial to city operations at this time; therefore, staff recommends rejecting any and all bids.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: No  Review Completed By: N/A
Previous Action: None  Council Action: None
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: No
TGC 2271 Verification Form Required: No
TGC 2274 Verification Form Required: No

Comments: Purchasing sent solicitation notices for ITB No. 020LR-24F to 1,434 vendors, of which 554 were M/WBE or HUB vendors. Two bids were received, both of which were from MWBE or HUB vendors.

CURRENT YEAR FINANCIAL IMPACT:

None

REVISION INFORMATION:

Prepared: 2/29/2024 09:45 AM by Lauren Rodriguez
Last Updated: 3/7/2024 12:21 PM by Lauren Rodriguez
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. 020LR-24F for Fleet Fuel Cards.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on March 21, 2024.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
Resolution -- Authorizing As-Needed Expenditures with Presidio Networked Solutions Group, LLC, in the Total Estimated Amount of $600,000.00 for Pure Branded Data Storage, Data Communications & Networking Equipment and Related Services through the State of Texas Department of Information Resources (DIR) Cooperative Purchasing Program

Administrative Comments

1. This item is recommended by the Information Technology (IT) Department. It supports Future in Focus: Government Sustainability – Improve efficiency through data, technology, and thoughtful, innovative approaches.

2. **Impact**: The city relies on storage of our critical systems, file shares and servers. Approval of this item will provide continued support and capacity upgrades for its most critical data such as email, user/department drives and enterprise databases.

3. The city has three (3) data centers with storage infrastructure and requires vendor support for hardware or software failures. We also budget for upgrades as storage grows.

4. These purchases are supported by a Vendor/Member contract between the City of Irving and Presidio Networked Solutions Group, LLC, which was approved by RES-2020-157 on May 7, 2020, for utilization of DIR-TSO-4331, which has been renewed through March 12, 2025.

5. Funding for Fiscal Year 2023-24 is available in the Technology Fund, while funding for Fiscal Year 2024-25 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Spending Term</th>
<th>Total Estimated Amount</th>
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<td>Presidio Networked Solutions Group, LLC</td>
<td>3/22/24 – 3/12/25</td>
<td>$300,000.00</td>
<td>2023-24</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$300,000.00</td>
<td>2024-25</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$600,000.00</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-2023-246  **Council Action:** Approved Expenditures

**Discretionary Contract Disclosure Form Required:** No
Certificate of Interested Parties (Form 1295) Required: No

TGC 2271 Verification Form Required: No

TGC 2274 Verification Form Required: No

Comments: These purchases under DIR-TSO-4331 has been negotiated by the Department of Information Resources (DIR), a state agency created in 1989 per Texas Government Code Chapter 2054, the Information Resources Management Act, 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 No. 42200144-0.

ATTACHMENTS:

DIR-TSO-4331 Amendment 2 (PDF)

CURRENT YEAR FINANCIAL IMPACT:

60277500-620008 Budget: $300,000.00 Actual: $300,000.00
Budget Adjustment/Transfer Required: No
Purchase orders will be issued as needed.

REVISION INFORMATION:

Prepared: 2/28/2024 10:52 PM by Tonya White
Last Updated: 3/15/2024 10:08 AM by Tonya White
WHEREAS, the City of Irving is authorized to utilize contracts which have been negotiated by the State of Texas Department of Information Resources (DIR), a state agency created in 1989 per Texas Government Code Chapter 2054, the Information Resources Management Act, as amended, whose contracts meet competitive bid requirements with the State of Texas statutes, rules, policies, and procedures; and

WHEREAS, the City of Irving entered into a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement with Presidio Networked Solutions, Inc., on May 7, 2020, which supports utilization of Department of Information Resources Contract No. DIR-TSO-4331, for Pure Branded Data Storage, Data Communications & Networking Equipment and Related Services which has been renewed through March 12, 2025;

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

SECTION I. THAT the City Council hereby authorizes as-needed expenditures with Presidio Networked Solutions, Group, LLC, in the estimated amount of $300,000.00, for the period of March 22, 2024, through September 30, 2024, and in the estimated amount of $300,000.00, for the period of October 1, 2024, through March 12, 2025, subject to funds being appropriated in Fiscal Year 2024-25.

SECTION II. THAT funding for these expenditures is available in 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.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on March 21, 2024.

______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

______________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

______________________________
Kuruvilla Oommen
City Attorney
Amendment Number 2
to
Contract Number DIR-TSO-4331
between
State of Texas, acting by and through the Department of Information Resources
and
Pure Storage Inc

This Amendment Number 2 to Contract Number DIR-TSO-4331 ("Contract") is between the Department of Information Resources ("DIR") and Pure Storage Inc ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 2. Term of Contract** is hereby amended as follows:

   DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through March 12, 2025, or until terminated pursuant to the termination clauses contained in the Contract.

   All other terms and conditions of the Contract, not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be Amendment Number 2, and then Amendment 1, and then the Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature, but in all events, no later than 3/12/2024.

Pure Storage Inc

Authorized By: __ Signature on File __

Michael Wiseman
Name: ________________________________

Title: Vice President, Americas Public Sector Sales

Date: 02/06/2024

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File __

Name: Lisa Massock ________________________________

Title: Chief Procurement Officer

Date: 2/8/2024 | 12:37 PM CST

Office of General Counsel: JG ________________________________

2/7/2024 | 10:03 AM CST
Resolution -- Approving As-Needed Expenditures with Motorola Solutions, Inc., in the Total Estimated Amount of $600,000.00 for Radio Communications and Emergency Response Equipment through the Houston-Galveston Area Council of Governments (H-GAC) Interlocal Cooperative Purchasing Program

Administrative Comments

1. This item is recommended by the Information Technology (IT) Department. It supports Future in Focus: Safe and Beautiful City - Safeguard public safety, security, and health.

2. Impact: Motorola radios are used by Police and Fire daily to communicate. This contract is used for purchasing new and replacement radios and accessories in providing critical first responder services to residents, visitors, and businesses for the City of Irving. This contract is also used to purchase infrastructure and installation parts to support the Public Safety radio system, Fire Station Alerting and vehicle radio equipment installations when needed.

3. The City of Irving entered into a Vendor/Member contract with Motorola Solutions, Inc. on June 9, 2022, which supports utilization of Houston Area Council of Government (H-GAC) Contract No. RA05-21 which expires on July 31, 2024, for Radio Communication and Emergency Response Equipment

4. The IT Department is recommending amending the contract spending amount for as-needed expenditures with Motorola Solutions, Inc. in the total estimated amount of $600,000.00 for radio equipment, accessories, services, and infrastructure hardware over the remaining life of the extended H-GAC contract expiring July 31, 2024.

5. Funding for Fiscal Year 2023-24 is available in the Technology and various departmental budgets within various funds.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Estimated Amount</th>
<th>Fiscal Year(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motorola Solutions, Inc.</td>
<td>3/22/24 – 7/31/24</td>
<td>$600,000.00</td>
<td>2023-24</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$600,000.00</td>
<td></td>
</tr>
</tbody>
</table>

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: No  Review Completed By: Carolyn Matthis
Previous Action: No  Council Action: No
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: No
TGC 2271 Verification Form Required: No
TGC 2274 Verification Form Required: No

Comments: These purchases under H-GAC Contract No. RA05-21 which expires on July 31, 2024, meet competitive bid requirements with the State of Texas statues, rules, policies, and procedures. Pricing is reasonable and within budget. These as-needed expenditures will be tracked using Contract No. 42200133-0.

ATTACHMENTS:
Amendment 1 contract extension-Motorola Solutions, Inc RA05-21 (PDF)

CURRENT YEAR FINANCIAL IMPACT:

<table>
<thead>
<tr>
<th></th>
<th>Budget: $392,597.20</th>
<th>Actual: $392,597.20</th>
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</thead>
<tbody>
<tr>
<td>IT</td>
<td>Budget: $207,402.80</td>
<td>Actual: $207,402.80</td>
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</tbody>
</table>

Purchase orders will be issued as needed

REVISION INFORMATION:
Prepared: 2/28/2024 11:16 PM by Tonya White
Last Updated: 3/15/2024 09:32 AM by Darlene Humphries
WHEREAS, the City of Irving is authorized pursuant to Sections 271.02 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, the City of Irving entered into an Interlocal Cooperative Purchasing Agreement with Houston-Galveston Area Council of Governments (H-GAC) on October 15, 1992; and

WHEREAS, the City of Irving entered into a Vendor/Member Contract Pursuant to a Cooperative Purchasing Agreement with Motorola Solutions, Inc. on June 9, 2022, which supports utilization of H-GAC Contract No. RA05-21 which expires on July 31, 2024, for Radio Communication and Emergency Response Equipment;

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

SECTION I. THAT the City Council hereby authorizes as-needed expenditures with Motorola Solutions, Inc., in the total estimated amount of $600,000.00 for the period of March 22, 2024, though July 31, 2024, for radio communications and emergency response equipment through H-GAC Contract No. RA05-21.

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

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS,
on March 21, 2024.

________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
AMENDMENT No. 1 to CONTRACT No. RA05-21
For
Radio Communications/Emergency Response Equipment
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Motorola Solutions, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through July 31, 2024 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by H-GAC. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for Houston-Galveston Area Council,
Houston, Texas

Date: 7/31/2023

Chuck Wemple, Executive Director

Signed for Motorola Solutions, Inc.

Scott Lees, VP Government Sales - West

Date: 7/31/2023

Printed Name & Title:
Resolution -- Renewing the Annual Contract with K & N Electric, 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 and supports Future in Focus: Government Sustainability - Improve efficiency through data, technology, and thoughtful, innovative approaches.

2. Impact: This annual contract provides communications installation hardware parts to support the make-ready process for Police, Fire, and General Government Vehicles that provide crucial services to the residents of the City of Irving.

3. IT Communications installs various technologies including modems, computers, and in-car video systems as required by the various departments in the vehicle make-ready process for them to perform their duties.

4. This renewal establishes the continuation of an annual contract for providing communications installation hardware parts. This is the first of two, one-year renewal options. The current contract expires on March 31, 2024.

5. Funding for Fiscal Year 2023-24 is available in various departmental budgets within various funds, while funding for Fiscal Year 2024-25 is subject to budget appropriation.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Contract Term</th>
<th>Total Est. Amount</th>
<th>Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>K &amp; N Electric, Inc.</td>
<td>4/1/24 - 3/31/25</td>
<td>$ 50,000.00</td>
<td>2023-24</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ 50,000.00</td>
<td>2024-25</td>
</tr>
<tr>
<td>TOTAL</td>
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<td>$ 100,000.00</td>
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Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:
Contract Required: No  Review Completed By: N/A
Previous Action: RES-2023-97  Council Action: Approved Contract
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: No
TGC 2271 Verification Form Required: No
TGC 2274 Verification Form Required: No
Comments: Services provided by the vendor meet specifications and performance criteria; pricing remains the same. These as-needed expenditures will be tracked using Contract No. 42300125-1.

ATTACHMENTS:

Renewal Summary (PDF)

CURRENT YEAR FINANCIAL IMPACT:

Various Budget: $50,000.00 Actual: $50,000.00

Budget Adjustment/Transfer Required: No

Purchase orders will be issued as needed for annual contract.

REVISION INFORMATION:

Prepared: 3/4/2024 01:15 PM by Tonya White
Last Updated: 3/15/2024 11:13 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 annual contract with K&N Electric, Inc., in the estimated amount of $50,000.00 for the period of April 1, 2024, through September 30, 2024, and in the estimated amount of $50,000.00 for the period of October 1, 2024, through March 31, 2025, subject to funds being appropriated in Fiscal Year 2024-25.

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on March 21, 2024.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
## RENEWAL SUMMARY

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
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<th>UOM</th>
<th>Unit</th>
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<td>(LINES 2-117) COMMUNICATIONS INSTALLATION HARDWARE PARTS</td>
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<td>#6 EXTERNAL SHAKE PROOF WASHERS</td>
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<td>21</td>
<td>#6-32 HEX MACHINE SCREW NUTS</td>
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<td>32</td>
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<td>12-10 BUTT CONNECTOR</td>
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Ordinance -- Amending Chapter 8 of the Irving Land Development Code by Adopting the 2023 Edition of the National Electrical Code (NEC) Including Regional and Local Amendments

Administrative Comments

1. This item has been recommended by the Inspections Department.

2. **Impact:** Codes are published on three-year cycles and are periodically adopted by municipalities to remain current with emerging life-safety technology and new construction methods and materials. Updated codes promote public health, building safety, and the general welfare of the residents, visitors, and businesses of Irving. There will be no significant impact that will result from adopting newer editions of the codes.

3. **This item was presented at the February 22, 2024, meeting of the Planning and Development Committee.**

4. The North Central Texas Council of Governments Executive Board encourages cities to adopt this code and its regional amendments.

5. A hearing was held before Irving’s Construction Board of Appeals on January 22, 2024, to receive public input. No input was offered from the public and the Construction Board of Appeals recommends adoption of this code along with its regional and local amendments.

6. A Notice of Public Hearing to consider adopting the 2023 National Electrical Code was posted on the City’s website on February 29, 2024.


8. The effective date for this ordinance is April 22, 2024.

**Recommendation**
The ordinance be adopted.

**ADDITIONAL COMMENTS:**

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<th>Contract Required: N/A</th>
<th>Review Completed By: Carolyn Matthis</th>
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<td>Previous Action: 01/12/2023</td>
<td>Council Action: Approved ORD-2023-10692</td>
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<td>Discretionary Contract Disclosure Form Required: N/A</td>
<td>Certificate of Interested Parties (Form 1295) Required: N/A</td>
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<td>TGC 2271 Verification Form Required: N/A</td>
<td>TGC 2274 Verification Form Required: N/A</td>
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Packet Pg. 436
ATTACHMENTS:

- CBOA RECOMMENDATION LETTER_01-22-2024 (PDF)
- 2023 National Electrical Code Adoption Presentation (PDF)

CURRENT YEAR FINANCIAL IMPACT:

NONE

REVISION INFORMATION:

Prepared: 2/20/2024 04:39 PM by Rachel Sedillo
Last Updated: 3/6/2024 03:14 PM by Rachel Sedillo
AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE OF THE CITY OF IRVING, TEXAS, BY AMENDING SECTIONS 8B-21 THROUGH 8B-23, ADOPTING THE 2023 EDITION OF THE NATIONAL ELECTRICAL CODE AS THE ELECTRICAL CODE FOR THE CITY OF IRVING; PROVIDING LOCAL AMENDMENTS, ADDITIONS, AND DELETIONS THERETO; ADOPTING PENALTY PROVISIONS; AND PROVIDING FOR SEVERABILITY, SAVINGS, AND AN EFFECTIVE DATE.

WHEREAS, Local Government Code Section 214.214 allows a municipality to establish procedures to adopt local amendments to the National Electrical Code and for the administration and enforcement of the National Electrical Code; and

WHEREAS, the North Central Texas Council of Governments encourages local jurisdictions to adopt the most recent National Electrical Code; and

WHEREAS, the Construction Board of Appeals, among its other duties, has been created to obtain public comment on the periodic update of the code; and

WHEREAS, on January 22, 2024 the Construction Board of Appeals conducted a public meeting to receive public comments from persons affected by the proposed amendments to the code, and recommended the adoption of the 2023 National Electrical Code as the electrical code for the City of Irving including local amendments; and

WHEREAS, on February 29, 2024 the City of Irving published notice of the proposed action conspicuously on the city’s Internet website;

WHEREAS, after notice and public hearing, and upon consideration of the recommendation of the Construction Board of Appeals and of all testimony and information submitted during the public hearing, the City Council has determined that it is in the best interest of the public and in support of the health, safety, morals, and general welfare of the citizens that the 2023 National Electrical Code and local amendments thereto be adopted as the electrical code for the City of Irving.

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

SECTION 1. That Chapter 8B entitled “Building Codes” of The Land Development Code of the City of Irving, Texas is hereby amended by amending Sections 8B-21, 8B-22, and 8B-23 to read as follows:

The 2023 edition of the National Electrical Code, including Informative Annex “H,” is adopted as the electrical code of the City of Irving, Texas, as amended herein.

Sec. 8B-22. Local Amendments, additions, and deletions to the 2023 edition of the National Electrical Code.
Amendments included in this section are intended to be specific code provisions. If there is a conflict between a provision in the published 2023 National Electrical Code and this section, the specific
provisions of this section shall control. Amendments, modifications, and deletions to the 2023 National Electrical Code are adopted as follows:

a) Article 100 (Definitions) is amended to add the following to definitions:

Authority Having Jurisdiction (AHJ) shall mean the City of Irving director of inspections or a duly authorized representative.

Engineering Supervision. Supervision by a Qualified State of Texas Licensed Professional Engineer engaged primarily in the design or maintenance of electrical installations as referenced by TBPELS 137.59 (a) (b) as acceptable by the AHJ.

Intersystem bonding termination shall mean a device that provides a means for connecting intersystem bonding conductors for communication systems and other systems to the grounding electrode system. Bonding conductors for other systems shall not be larger than 6 AWG.

b) Article 110 (General Requirements for Electrical Installations) section 110.2 is amended to read as follows:

110.2 Approval. The conductors and equipment required or permitted by this Code shall be acceptable only if approved. Approval of equipment may be evident by listing and labeling of equipment by a Nationally Recognized Testing Lab (NRTL) with a certification mark of that laboratory or a qualified third-party inspection agency or a field evaluation by a Field Evaluation Body accredited by either the International Code Council International Accreditation Service AC354 or ANSI National Accreditation Board programs and approved by the AHJ.

Exception: Unlisted equipment that is relocated to another location within a jurisdiction or is field modified is subject to approval by the AHJ. This approval may be by a field evaluation by a NRTL or qualified third-party inspection agency or a field evaluation by a Field Evaluation Body accredited by either the ICC IAS AC354 or ANAB programs and approved by the AHJ.

Informational Note No. 1: See 90.7, Examination of Equipment for Safety, and 110.3, Examination, Identification, Installation, and Use of Equipment. See definitions of Approved, Identified, Labeled, and Listed.

Informational Note No. 2: Manufacturer’s self-certification of equipment may not necessarily comply with U.S. product safety standards as certified by an NRTL

Informational Note No. 3: National Fire Protection Association (NFPA) 790 and 791 provide an example of an approved method for qualifying a third-party inspection agency.

c) Article 110 (General Requirements for Electrical Installations) Section 110.12(B) is amended to read as follows:

(B) Integrity of Electrical Equipment and Connections. Internal parts of electrical equipment, including busbars, wiring terminals, insulators, and other surfaces, shall not be damaged or contaminated by foreign materials such as paint, plaster, cleaners, abrasives, corrosive residues or influences, fire, products of combustion, or water. There shall be no damaged parts that may adversely affect the safe operation or mechanical strength of the equipment, such as parts that are broken, bent, cut, or deteriorated by corrosion, chemical action, or overheating. Except where prohibited elsewhere in this Code, equipment shall be specifically evaluated by its manufacturer or a qualified testing laboratory prior to being returned to service.
d) Article 210 (Branch Circuits Not Over 1000 Volts AC, 1500 Volts DC, Nominal), Section 210.8 “Ground-Fault Circuit-Interrupter Protection for Personnel”, Exception No. 4 is amended to read as follows:

Exception No. 4: Factory-installed receptacles that are not readily accessible and are mounted internally to exhaust fan assemblies shall not require GFCI protection unless required by the installation instructions or listing.

e) Article 210 (Branch Circuits Not Over 1000 Volts AC, 1500 Volts DC, Nominal), Section 210.52 “Dwelling Unit Receptacle Outlets”, Subsection 210.52(C) (Countertops and Work Surfaces), Subsection 210.52(c)(1) (Wall Spaces) is amended to revise Exception 1 to read as follows, and intentionally omit Exception No. 2:

Exception: Receptacle outlets shall not be required directly behind a range, countertop-mounted cooking unit, or sink in the installation described in Figure 210.52(C)(1).

Exception No. 2 in this subsection is intentionally omitted.

f) Article 210 (Branch Circuits Not Over 1000 Volts AC, 1500 Volts DC, Nominal) Section 210.52(C) “Countertops and Work Surfaces” is amended to read as follows:

210.52(C)(2) Island and Peninsular Countertops and Work Surfaces. Receptacle outlets, if installed to serve an island or peninsular countertop or work surface, shall be installed in accordance with 210.52(C)(3). If a receptacle outlet is not provided to serve an island or peninsular countertop or work surface, a chapter 3 wiring method shall be installed and supplied from a Small Appliance Branch Circuit to a Listed Outlet Box in the Peninsular or Island Cabinet at an Accessible Location, for future addition of a receptacle outlet to serve the island or peninsular countertop or work surface.

g) Article 210 (Branch Circuits Not Over 1000 Volts AC, 1500 Volts DC, Nominal), Section 210.63 “Equipment Requiring Servicing” is amended such that 210.63(B)(2) reads as follows:

210.63(B)(2) Indoor Equipment Requiring Dedicated Equipment Spaces. Where equipment, other than service equipment, requires dedicated equipment space as specified in 110.26(E), the required receptacle outlet shall be located within the same room or area as the electrical equipment.

h) Article 220 (Branch-Circuit, Feeder, and Service Load Calculations) is amended to add a new Section 220.6 “Load Calculation” to read as follows:

Section 220.6 Load Calculation. A load calculation shall be provided upon request when modifications to the electrical installation occur.

i) Article 230 (Services), Section 230.85 “Emergency Disconnects”, Subsection 230.85(C) (Replacement) is amended such that the Exception reads as follows:

Exception: Where a pre-existing installation is Code Compliant with 230.70 A, only meter sockets, service entrance conductors, or related raceways and fittings are replaced, the requirements of this section shall not apply.

j) Article 410 (Luminaires, Lampholders, and Lamps), Section 410.118 “Access for Other Boxes” is amended to add an Exception to read as follows:

410.118 Access to other boxes. Luminaires recessed in the ceilings, floors, or walls shall not be used to access outlet, pull, or junction boxes or conduit bodies, unless the box or conduit body is an integral part of the listed luminaire.

Exception: removable luminaires with a minimum measurement of 22 in. X 22 in. shall be permitted to be used as access to outlet, pull, junction boxes or conduit bodies.

k) Article 422 (Appliances), Section 422.31 “Disconnection of Permanently Connected Appliances” subsection (B) is amended to read as follows:
(B) Appliances Rated over 300 Volt-Amperes. For permanently connected appliances rated over 300 volt-amperes, the branch-circuit switch or circuit breaker shall be permitted to serve as the disconnecting means where the switch or circuit breaker is within sight from and is readily accessible to the appliance it serves or is capable of being locked in the open position in accordance with 110.25 and is readily accessible to the appliance it serves.

Informational Note No. 1: For appliances employing unit switches, see 422.34.

Informational Note No. 2: The following means of access are considered to constitute readily accessible for this code change when conforming to the additional access requirements of the International Codes:

1. A permanent stair.
2. A pull-down stair with a minimum 300 lb. (136 kg) capacity.
3. An access door from an upper floor level.

l) Article 445 (Generators), Section 445.10 “Location” is amended to add Subsection A (Residential Location) to read as follows:

(A) Residential Location. The installation of stationary engine generators shall be in an approved location, a minimum of three (3) feet from a property line, a minimum of five (5) feet from openings, and in accordance with the listing, the manufacturer’s installation instructions, whichever is greater, and Articles 100 through 800.

m) Article 500 [Hazardous (Classified) Locations], Section 500.8 “Equipment” subsection (A)(3) is amended to read as follows:

(A)(3) By Special Permission Only, Evidence acceptable to the authority having jurisdiction such as a manufacturer's self-evaluation accompanied by or an owner's engineering judgment an engineering judgment signed and sealed Under Supervision by a Qualified State of Texas Licensed Professional Engineer engaged primarily in the design or maintenance of electrical installations as referenced by TBPELS 137.59 (a)(b) as acceptable by the AHJ.

n) Article 505 (Zone 0, 1, and 2 Locations), Section 505.7 “Special Precaution” subsection (A) is amended to read as follows:

(A) Implementation of Zone Classification System. Classification of areas, engineering and design, selection of equipment and wiring methods, installation, and inspection shall be performed by a Qualified State of Texas Licensed Professional Engineer engaged primarily in the design or maintenance of electrical installations as referenced by TBPELS 137.59 (a)(b) as acceptable by the AHJ.

GO TO TBPE LAW FOR THE DEFINITION OF AN ENGINEER
https://pels.texas.gov/

o) Article 690 [Solar Photovoltaic (PV) Systems], Section 690.9 “Overcurrent Protection”, Subsection (D) (Transformers) is amended to read as follows, intentionally omitting the listed exception:

690.9 (D) Transformers. Overcurrent protection for power transformers shall be installed in accordance with 705.30(F).

The exception listed in this subsection is intentionally omitted.

p) Article 695 (Fire Pumps), Section 695.6 “Power Wiring” subsection (A) “Supply Conductors” subparagraph (1) is amended to read as follows, intentionally omitting the listed exception:

(1) Services and On-Site Power Production Facilities. Service conductors and conductors supplied by on-site power production facilities shall be physically routed outside a building(s) and shall be installed as service-entrance conductors in accordance
with 230.6, 230.9, and Parts III and IV of Article 230. Where supply conductors cannot be physically routed outside of buildings, the conductors shall be permitted to be routed through the building(s) where installed in accordance with 230.6(1) or (2).

*The exception listed in this subsection is intentionally omitted.*

q) Article 705 (Interconnected Electric Power Production Sources), Section 705.8 “System Installation” is amended to read as follows:

**705.8 System Installation.** Installation of one or more electrical power production sources operating in parallel with a primary source(s) of electricity shall be performed only by qualified persons. During the installation there shall be on site one of the following:

1. A person holding a Master Electrician License issued by the Texas Department of Licensing and Regulation.
2. A person holding a Journeyman Electrician License issued by the Texas Department of Licensing and Regulation.

Informational Note: See Article 100 for the definition of *Qualified Person.*

r) Section 705 (Interconnected Electric Power Production Sources), Section 705.80 “Power Source Capacity” is amended to read as follows:

**705.80 Power Source Capacity.** For interconnected power production sources that operate in island mode, capacity shall be calculated using the sum of all power source output maximum currents for the connected power production source. Solar photovoltaic (PV) and wind systems shall not be included in the sum capacity.

**Sec. 8B-23. Penalty.**

a) A person commits an offense if the person violates a provision of the 2023 National Electrical Code, as adopted and amended by the City of Irving, allows another person to violate a provision of the 2023 National Electrical Code, as adopted and amended by the City of Irving, or fails to perform an act required of the person by the 2023 National Electrical Code, as adopted and amended by the City of Irving. A person commits a separate offense each day or portion of a day during which the violation is committed, allowed, or continued.

b) An offense described in Section 8B-23(a) is a class “C” misdemeanor and shall be punishable by a fine not to exceed $500.00. However, a fine for the violation of a provision of this chapter that governs fire safety, zoning, or public health and sanitation, including dumping or refuse, may not exceed $2,000.00.

c) The penalties provided for in this section are in addition to any other enforcement remedies that the city may have under other city ordinances or state law.

**SECTION 2.** That terms and provisions of this ordinance shall be deemed to be severable and that if the validity of any section, subsection, sentence, clause, or phrase of this ordinance should be declared to be invalid, the same shall not affect the validity of any other section, subsection, sentence, clause, or phrase of this ordinance.

**SECTION 3.** That 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 ordinances had not been repealed.
SECTION 5. That this ordinance shall become effective on April 22, 2024 and shall be published in accordance with the provisions of the Texas Local Government Code and the Irving City Charter.
MEMO

To: Honorable Mayor and City Council Members
From: The Construction Board of Appeals, Chairman and Board members
Date: January 22, 2024
Subject: Recommendation for Adoption of the 2023 National Electrical Code

On January 22, 2024, members of the City of Irving Construction Board of Appeals completed a review of the following construction code(s) as well as proposed amendments to the code(s):

- 2023 National Electrical Code

The Construction Board of Appeals recommends the adoption of the above-referenced code(s) and local amendments thereto.

Raymond Brown, Chairman
Construction Board of Appeals
Place 4
Significant Changes to the 2023 National Electrical Code & Amendments
The State of Texas and TDLR have adopted the 2023 Edition of the National Electric Code (NEC) as the mandatory minimum standard State-wide, effective September 1, 2023. All permits applied for on or after that date must comply with the 2023 NEC. The following are significant changes to the NEC and proposed amendments.
2023 National Electrical Code

- **Article 100 - Definitions**
  - **Reformatting:** All definitions are now contained within this article, including those that were previously located in XXX.2 sections of their respective chapters.

- **Article 100 – Definitions of Work Surface & Countertop**
  - **New:** The difference is based on the amount of potential spillage and affects the type of electrical equipment used at the surface (i.e. flanged, sealed pop-up receptacles).

- **Article 100 – Definition of Engineering Supervision (NCTCOG Amendment)**
  - **Addition:** Expands on the definition of Engineering Supervision to stipulate a Qualified State of Texas Licensed Professional Engineer as referenced by TBPELS 137.59(a)(b) as acceptable by the AHJ.

- **110.17 – Servicing and Maintenance of Equipment**
  - **New:** This new section differentiates reconditioning, servicing, and maintenance activities, and requires that all persons performing service or maintenance must be qualified and trained, and all replacement parts and equipment must be identified and approved.
2023 National Electrical Code

- **110.20 – Reconditioned Equipment**
  - **New:** Clarifies when equipment can or cannot be reconditioned, does or doesn’t need to be listed or labeled, and terms of approval by the AHJ.

- **110.26(A)(4) – Working Space Around Electrical Equipment**
  - **Revised:** Working depth must be maintained to the floor, open equipment doors cannot decrease the clear width of the remaining egress space to less than 24 in, and side reach should not exceed 6 in. to work in the panel.

- **210.8(A)(7) & 210.8(B)(3) – GFCI Protection**
  - **Revision:** GFCI receptacles are required in “areas with sinks and permanent provisions for food preparation, beverage preparation, or cooking” that aren’t necessarily kitchens (i.e. wet bars, beverage prep areas in a convenience store, etc.).

- **210.8(D) – Specific Appliances**
  - **New:** A newly expanded list of “specific appliances” was added that will require GFCI protection, regardless of whether they are hardwired, or cord-and-plug connected (new additions include an electric range, wall-mounted oven, counter-mounted cooking unit, clothes dryer, and microwave).
2023 National Electrical Code

• 210.8(A)(6) – GFCI Protection for Personnel, Dwellings, Kitchens
  o New: All 125- to 250-volt receptacles in a kitchen must be GFCI protected, regardless of their location or purpose. This includes receptacles that do not serve countertops and are not adjacent to the sink. 210.8(D) goes on to list specific appliances that require GFCI protection.

• 210.11(C)(4) – Garage Branch Circuits
  o Addition: Clarifies requirements for 20 amp branch circuits in garages. Additional branch circuits 15 amps or greater may be installed in garages to serve receptacles other than those required in Sec. 210.52(G)(1).

• 210.12(F) – AFCI Protection
  o New: Sleeping quarters in firehouses, police stations, and the like will be treated like dormitories and require AFCI protection.

• 210.17 – Guest Rooms and Suites
  o Clarification: Rooms and suites in hotels, motels, and assisted living facilities (added) that have permanent provisions for cooking must meet the same branch circuit requirements of a dwelling unit kitchen.
2023 National Electrical Code

- **210.18 – Branch Circuits Not Over 1000 Volts**
  - **New:** The NEC now recognizes 10-amp branch circuits for certain power and lighting loads. 210.23 goes on to clarify specific types of acceptable loads.

- **210.23 – Permissible Loads**
  - **New:** Expressly prohibits receptacle outlets, fixed appliances (except as permitted elsewhere), garage door openers, and laundry equipment from utilizing the newly recognized 10-amp branch circuits.

- **210.52(C)(2) – Dwellings, Receptacles, Island and Peninsular**
  - **New:** The NEC no longer requires receptacle outlets to serve kitchen islands and peninsulas in dwelling units. Instead, there must be provisions for a “future” receptacle to be installed to serve the work surface, as determined by the AHJ.

- **210.52(C)(3) – Receptacles**
  - **New:** Receptacles serving the kitchen countertop are no longer allowed to be located below the work surface. All receptacles required for the kitchen counter space must be located above the surface, or else be approved counter mounted or pop-up receptacles.
• **215.18 – Surge Protection for Feeders**  
  o **New:** New language addresses proper surge protection for areas that may be an extended distance from the service.

• **220.7 – Load Calculations (NCTCOG Amendment)**  
  o **New:** A load calculation shall be provided upon request when modifications to the electrical installation occur.

• **220.57 – Load Calculations for Electric Vehicle Supply Equipment (EVSE)**  
  o **Revision:** When doing a load calculation, new requirements call for EVSE loads to be calculated at either 7200 watts or the nameplate rating of the equipment, whichever is larger.

• **220.70 – Energy Management Systems (EMSs)**  
  o **New:** This new section was added to address digital controls for energy management systems that regulate the maximum load on a service.

• **225.41 – Emergency Disconnects**  
  o **New:** Outside emergency disconnects are required for feeders supplied to one-family and two-family dwelling units. two-family
2023 National Electrical Code

- **404.16 – Reconditioned Equipment**
  - **Clarification:** Switches cannot be reconditioned and must be replaced.

- **406.9(C) - Receptacles Installed around Tub and Shower Spaces**
  - **Revision:** New language clarifies the zone around tubs and showers in which receptacles are prohibited.

- **406.12(1) – Temper-Resistant Receptacles**
  - **Addition:** Required locations for tamper-resistant receptacles in residential occupancies have been expanded to include areas such as boathouses, mobile homes, manufactured homes, and detached garages and accessory structures serving dwellings.

- **440.11 – Disconnects in Residential Spaces**
  - **New:** Where the disconnecting means has a door that can be opened to expose live parts and is in an area exposed to unqualified personnel, the door must be closeable with a lock or require tools to open.

- **445.18(A) & 445.19 – Disconnecting Means and Prime Shutdown**
  - **Revision:** The disconnecting means for a generator may be located inside the generator with a hinged door, cover, or panel, provided that it is labeled to indicate the location to emergency responders.
2023 National Electrical Code

• **501-503 – Classified and Unclassified Areas**  
  o **Revision**: Clarifies that area classification documentation must be available for both classified and adjacent areas, including language requiring that an area classification drawing must be submitted to the AHJ.

• **517.6 – Patient Care-Related Electrical Equipment, Reconditioned**  
  o **New**: The NEC provisions governing reconditioned electrical equipment do not apply to patient care equipment.

• **625.40 – Electric Vehicle Branch Circuit**  
  o **New**: New exception permits multiple units of EVSE drawing 16A or less, at 120V, to share a circuit when operating in island mode.

• **680.5 – GFCI and SPGFCI Protection**  
  o **Revision**: This section was revised and expanded to include SPGFCIs and broken up into three sections. The revision’s intent is to clarify protection for pool equipment in commercial installations that have higher voltages.
2023 National Electrical Code

- **680.54(C) - Equipotential Bonding of Splash Pads**
  - New: Clarifies the area to be bonded for a splash pad.

- **700.3(A) – Tests and Maintenance**
  - Revision: Now requires commissioning and not just testing of the emergency system.

- **706.7 – Commissioning and Maintenance of Energy Storage System**
  - Revision: This section was divided into commissioning and maintenance requirements. ESSs must be commissioned upon installation in other than one- and two-family dwellings.
Recommended Amendments to the
2023 National Electrical Code
North Central Texas Council of Governments

The following articles, paragraphs, and sentences of the 2023 National Electrical Code (NEC) are hereby amended as follows: Standard type is text from the NEC. Highlighted with gray shading is text inserted. Lined through type is deleted text from NEC. A double asterisk (**) at the beginning of an article identifies an amendment carried over from the 2020 edition of the code and a triple asterisk (***) identifies a new or revised amendment with the 2023 code.

***Article 100; add the following to definitions:

Engineering Supervision. Supervision by a Qualified State of Texas Licensed Professional Engineer engaged primarily in the design or maintenance of electrical installations as referenced by TBPELS 137.59 (a)(b) as acceptable by the AHJ.

(REASON FOR CHANGE: To better define the qualifications for engineering supervision. This term is used twenty-nine times in the 2023 National Electrical Code.)
2023 National Electrical Code Proposed Amendments

**Article 110.2; change the following to read as follows:**

110.2 Approval. The conductors and equipment required or permitted by this Code shall be acceptable only if approved. Approval of equipment may be evident by listing and labeling of equipment by a Nationally Recognized Testing Lab (NRTL) with a certification mark of that laboratory or a qualified third party inspection agency or a field evaluation by a Field Evaluation Body accredited by either the International Code Council International Accreditation Service AC354 or ANSI National Accreditation Board programs and approved by the AHJ.

Exception: Unlisted equipment that is relocated to another location within a jurisdiction or is field modified is subject to the approval by the AHJ. This approval may be by a field evaluation by a NRTL or qualified third-party inspection agency or a field evaluation by a Field Evaluation Body accredited by either the ICC IAS AC354 or ANAB programs and approved by the AHJ. Manufacturer’s self-certification of any equipment shall not be used as a basis for approval by the AHJ.

(REASON FOR CHANGE: To add clarity and provide more positive options for enforcement and approval of unlisted equipment.)
***Article 110.12 B; add the following to:

(B) Integrity of Electrical Equipment and Connections.
Internal parts of electrical equipment, including busbars, wiring terminals, insulators, and other surfaces, shall not be damaged or contaminated by foreign materials such as paint, plaster, cleaners, abrasives, corrosive residues or influences, fire, products of combustion, or water. There shall be no damaged parts that may adversely affect the safe operation or mechanical strength of the equipment, such as parts that are broken, bent, cut, or deteriorated by corrosion, chemical action, or overheating. Except where prohibited elsewhere in this Code, equipment shall be specifically evaluated by its manufacturer or a qualified testing laboratory prior to being returned to service.

(REASON FOR CHANGE: To better define a Plan of Action for equipment that is compromised prior to restoring to service)
2023 National Electrical Code Proposed Amendments

**Article 210.8 A 1 Bathrooms Exception; change the following to read as follows:**

(A) Dwelling Units.
All 125-volt through 250-volt receptacles installed in the following locations and supplied by single-phase branch circuits rated 150 volts or less to ground shall have ground-fault circuit-interrupter protection for personnel:
(1) Bathrooms

Exception No. 4: Factory-installed receptacles that are not readily accessible and are mounted internally to bathroom exhaust fan assemblies shall not require GFCI protection unless required by the installation instructions or listing.

(REASON FOR CHANGE: to cover all locations that exhaust fans could be installed)
**Article 210.52 C 1 Countertop and Work Surfaces Exception; change the following to read as follows:**

C) Countertops and Work Surfaces.
In kitchens, pantries, breakfast rooms, dining rooms, and similar areas of dwelling units, receptacle outlets for countertops and work surfaces that are 300 mm (12 in.) or wider shall be installed in accordance with 210.52(C)(1) through (C)(3) and shall not be considered as the receptacle outlets required by 210.52(A).
For the purposes of this section, where using multioutlet assemblies, each 300 mm (12 in.) of multioutlet assembly containing two or more receptacles installed in individual or continuous lengths shall be considered to be one receptacle outlet.

(1) Wall Spaces.
Receptacle outlets shall be installed so that no point along the wall line is more than 600 mm (24 in.) measured horizontally from a receptacle outlet in that space. The location of the receptacles shall be in accordance with 210.52(C)(3).

Exception No. 1: Receptacle outlets shall not be required directly behind a range, counter-mounted cooking unit, or sink in the installation described in Figure 210.52(C)(1).

Exception No. 2: Where a required receptacle outlet cannot be installed in the wall areas shown in Figure 210.52(C)(1), the receptacle outlet shall be permitted to be installed as close as practicable to the countertop area to be served. The total number of receptacle outlets serving the countertop shall not be less than the number needed to satisfy 210.52(C)(1). These outlets shall be located in accordance with 210.52(C)(3).

(REASON FOR CHANGE: Elimination of receptacles in an area with a concept window wall configuration over the countertop is not the only option as there are devices available for a compliant installation)
**Article 210.52 C 2 Island and Peninsular Countertops and Work Surfaces: Change the following to read as follows:**

Receptacle outlets, if installed to serve an island or peninsular countertop or work surface, shall be installed in accordance with **210.52(C)(3)**. If a receptacle outlet is not provided to serve an island or peninsular countertop or work surface, provisions shall be provided at the island or peninsula for a chapter 3 wiring method shall be installed and supplied from a Small Appliance Branch Circuit to a Listed Outlet Box in the Peninsular or Island Cabinet at an Accessible Location, for future addition of a receptacle outlet to serve the island or peninsular countertop or work surface.

*(REASON FOR CHANGE: to clarify what the provisions are for positive options for enforcement and approval)*
**Article 210.63 B 1 Equipment Requiring Servicing.; change the following to read as follows:**

(B) Other Electrical Equipment.
In other than one- and two-family dwellings, a receptacle outlet shall be located as specified in 210.63(B)(1) and (B)(2).

(1) Indoor Service Equipment.
The required receptacle outlet shall be located within the same room or area as the service equipment.

(2) Indoor Equipment Requiring Dedicated Equipment Spaces.
Where equipment, other than service equipment, requires dedicated equipment space as specified in 110.26(E), the required receptacle outlet shall be located within the same room or area as the electrical equipment and shall not be connected to the load side of the equipment’s disconnecting means.

*(REASON FOR CHANGE: to clarify that this is not any practical method for enforcement)*
2023 National Electrical Code Proposed Amendments

*** New Article 220.7 Load Calculation; add the following:

A load calculation shall be provided upon request when modifications to the electrical installation occur.

(REASON FOR CHANGE: to provide sufficient information as to the adequacy of existing conditions for the modifications proposed and substantiating the capacity of Power Production Systems used for Optional Standby/Backup Use)

***Article 230.85 C Emergency Disconnects: Change the following to read as follows:

For one- and two-family dwelling units, an emergency disconnecting means shall be installed.

(C) Replacement.
Where service equipment is replaced, all of the requirements of this section shall apply.

Exception: Where a pre-existing installation is Code Compliant with 230.70 A, only meter sockets, service entrance conductors, or related raceways and fittings are replaced, the requirements of this section shall not apply.

(REASON FOR CHANGE: to clarify that there are pre-existing that were approved but were not Code Compliant and when modified shall comply with Code)
**Article 410.118: Change the following to read as follows**

410.118 Access to other boxes.
Luminaires recessed in the ceilings, floors, or walls shall not be used to access outlet, pull, or junction boxes or conduit bodies, unless the box or conduit body is an integral part of the listed luminaire.

Exception: removable luminaires with a minimum measurement of 22 in. X 22 in. shall be permitted to be used as access to outlet, pull, junction boxes or conduit bodies.

(REASON FOR CHANGE: To add clarity and provide more positive options for enforcement and approval. This will allow access to boxes not integral with the luminaire. This measurement aligns with the limited access above a lay-in ceiling measurement in 110.26(A)(4).)
**Article 422.31 B: Change the following to read as follows**

422.31 B Appliances Rated over 300 Volt-Amperes

(B) Appliances Rated over 300 Volt-Amperes. For permanently connected appliances rated over 300 volt-amperes, the branch-circuit switch or circuit breaker shall be permitted to serve as the disconnecting means where the switch or circuit breaker is within sight from and is readily accessible to the appliance it serves or is capable of being locked in the open position in accordance with 110.25 and is readily accessible to the appliance it serves.

Informational Note No. 1: For appliances employing unit switches, see 422.34.

Informational Note No 2: The following means of access are considered to constitute readily accessible for this code change when conforming to the additional access requirements of the I Codes:

(1) A permanent stair.
(2) A pull-down stair with a minimum 300 lb. (136 kg) capacity.
(3) An access door from an upper floor level.

(REASON FOR CHANGE: To add clarity and provide more positive options for enforcement and approval)
2023 National Electrical Code Proposed Amendments

The following is a proposed City of Irving Amendment addition:

***Article 445.10 Location. add the following to:

(A) Residential Location. The installation of stationary engine generators shall be in an approved location, a minimum of three (3) feet from a property line, a minimum of five (5) feet from openings, and in accordance with the listing, the manufacturer’s installation instructions, whichever is greater, and Articles 100 through 800.

(REASON FOR CHANGE: To add clarity and provide more positive options for enforcement and approval)
2023 National Electrical Code Proposed Amendments

***Article 500.8 (A) (3); change to read as follows:

500.8 Equipment.

Articles 500 through 504 require equipment construction and installation that ensure safe performance under conditions of proper use and maintenance.

Informational Note No. 1: It is important that inspection authorities and users exercise more than ordinary care with regard to installation and maintenance.

Informational Note No. 2: Since there is no consistent relationship between explosion properties and ignition temperature, the two are independent requirements.

Informational Note No. 3: Low ambient conditions require special consideration. Explosion proof or dust-ignition-proof equipment may not be suitable for use at temperatures lower than -25°C (-13°F) unless they are identified for low-temperature service. However, at low ambient temperatures, flammable concentrations of vapors may not exist in a location classified as Class I, Division 1 at normal ambient temperature.

(A) Suitability. Suitability of identified equipment shall be determined by one of the following:

1. Equipment listing or labeling;
2. Evidence of equipment evaluation from a qualified testing laboratory or inspection agency concerned with product evaluation; or,
3. By Special Permission Only, Evidence acceptable to the authority having jurisdiction such as a manufacturer's self-evaluation accompanied by or an owner's engineering judgment an engineering judgment signed and sealed Under Supervision by a Qualified State of Texas Licensed Professional Engineer engaged primarily in the design or maintenance of electrical installations as referenced by TBPELS 137.59 (a)(b) as acceptable by the AHJ.

Informational Note: Additional documentation for equipment may include certificates demonstrating compliance with applicable equipment standards, indicating special conditions of use, and other pertinent information.

(REASON FOR CHANGE: It was revised to reflect new language and rearrangement of that section) Explosion-proof

Significant Changes to the 2023 National Electrical Code & Amendments

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***Article 505.7 (A); change to read as follows:

505.7 Special Precaution.
This article requires equipment construction and installation that ensures safe performance under conditions of proper use and maintenance.

Informational Note No. 1: It is important that inspection authorities and users exercise more than ordinary care regarding the installation and maintenance of electrical equipment in hazardous (classified) locations.

Informational Note No. 2: Electrical equipment that is dependent on the protection technique permitted by 505.8(A) might not be suitable for use at temperatures lower than -20°C (-4°F) unless they are identified for use at lower temperatures. Low ambient conditions require special consideration. At low ambient temperatures, flammable concentrations of vapors might not exist in a location classified Class I, Zones 0, 1, or 2 at normal ambient temperature.

Implementation of Zone Classification System. Classification of areas, engineering and design, selection of equipment and wiring methods, installation, and inspection shall be performed by a Qualified State of Texas Licensed Professional Engineer engaged primarily in the design or maintenance of electrical installations as referenced by TBPELS 137.59 (a)(b) as acceptable by the AHJ.

GO TO TBPE LAW FOR THE DEFINITION OF AN ENGINEER
https://pels.texas.gov/

(REASON FOR CHANGE: Carryover from previous amendment with change to better define the qualifications for an engineering judgement. Code revision language included.)
**Article 695.6 A 1: Change the following to read as follows:**

695.6 (A) Supply Conductors.

(1) Services and On-Site Power Production Facilities.
Service conductors and conductors supplied by on-site power production facilities shall be physically routed outside a building(s) and shall be installed as service-entrance conductors in accordance with 230.6, 230.9, and Parts III and IV of Article 230. Where supply conductors cannot be physically routed outside of buildings, the conductors shall be permitted to be routed through the building(s) where installed in accordance with 230.6(1) or (2).

*Exception: The supply conductors within the fire pump room shall not be required to meet 230.6 (1) or (2).*

*(REASON FOR CHANGE: To add clarity and provide more positive options for enforcement and approval. All Fire Pump rooms are not Fire Rated as on all 4 sides. There are Fault Currents that could exceed 150,000-190,000 amps and protection of these Service Conductors is essential and conflict with other codes, specifically 230.70(A)(1).)*
***Article 690.9 D: Change the following to read as follows:

690.9(D) Transformers. Overcurrent protection for power transformers shall be installed in accordance with 705.30(F).

Exception: A power transformer with a current rating on the side connected toward the interactive inverter output, not less than the rated continuous output current of the inverter, shall be permitted without overcurrent protection from the inverter.

(REASON FOR CHANGE: is that this removes the requirements for 240.21(C) for transformer secondaries when the inverters 125% output is smaller than the transformers rating.)
**Article 705.8 System Installation: Change the following to read as follows:**

705.8 System Installation. Installation of one or more electrical power production sources operating in parallel with a primary source(s) of electricity shall be performed only by qualified persons. During the installation there shall be on site one of the following:

(1) A person holding a Master Electrician License issued by the Texas Department of Licensing and Regulation.

(2) A person holding a Journeyman Electrician License issued by the Texas Department of Licensing and Regulation.

(REASON FOR CHANGE: These are specialized systems as evidenced by the Code, which contain installation requirements from chapter 6, Special Equipment and chapter 7 Special Conditions)
705.80 Power Source Capacity.

For interconnected power production sources that operate in island mode, capacity shall be calculated using the sum of all power source output maximum currents for the connected power production source. Solar photovoltaic (PV) and wind systems shall not be included in the sum capacity.

(REASON FOR CHANGE: to keep unreliable production sources out of the calculation as 705 creates conflicts with all standby systems.)

END
The purpose of the NEC is to establish minimum requirements to provide a reasonable level of safety, health, and general welfare... and to provide a reasonable level of safety to emergency responders...
Summary

Codes evolve, and for good reasons. We must embrace the latest editions to stay current on trends and in unison with State requirements and other cities in the Metroplex.

2023 National Electrical Code Proposed to be in effect April 21, 2024

Significant Changes to the 2023 National Electrical Code & Amendments
Questions/ Discussion

Significant Changes to the 2023 National Electrical Code & Amendments
Ordinance -- Amending Chapter 18 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas, by Adopting the Texas Food Establishment Rules with Amendments, Modifications and Deletions and Designating it as the Food Establishment Code for the City of Irving, Texas

Administrative Comments

1. This item has been recommended by the Inspections Department.

2. **Impact:** Adoption of the latest Texas Food Establishment Rules will ensure consistency with ordinances and enforcement by aligning the Irving Food and Food Establishments Code with House Bill 2878. This updated code promotes public health, food safety, and the general welfare of the residents, visitors and businesses of Irving. There will be no significant impact that will result from adopting this code.

3. **This item was presented at the February 22, 2024, meeting of the Planning and Development Committee.**

4. Texas House Bill 2878 was passed on June 13, 2023 with an effective date of September 1, 2023. This bill removes the mobile food unit section from Irving’s Food and Food Establishments Code.

5. Irving Health Inspectors enforce state and local laws and are charged with inspecting 1,250 food establishments as well as temporary events. Additionally, health inspectors also inspect 72 commercial childcare facilities, 35 home childcare facilities, and 7 nursing homes.

6. The effective date for this ordinance is March 22, 2024.

**Recommendation**

The ordinance be adopted.

**ADDITIONAL COMMENTS:**

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<th>Carolyn Matthis</th>
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**ATTACHMENTS:**

- Updates to the City of Irving Food & Food Establishments Regulations Presentation (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**
AN ORDINANCE AMENDING CHAPTER 18 ENTITLED “FOOD AND FOOD ESTABLISHMENTS” OF THE CODE OF CIVIL AND CRIMINAL ORDINANCES OF THE CITY OF IRVING, TEXAS, BY ADOPTING THE TEXAS FOOD ESTABLISHMENT RULES WITH AMENDMENTS, MODIFICATIONS, AND DELETIONS AS THE FOOD ESTABLISHMENT CODE FOR THE CITY OF IRVING; PROVIDING FEES; PROVIDING PENALTY AND ENFORCEMENT PROVISIONS; PROVIDING SEVERABILITY AND SAVINGS CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That Section 18-1 of Chapter 18 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas, is hereby amended to read as follows:

Sec. 18-1. Food Establishment Rules.

(a) Adopted. The City of Irving hereby adopts the Texas Food Establishment Rules (TFER) contained in Chapter 228 (Retail Food Establishments) of the Texas Administrative Code, Title 25, a copy of which is on file with the Office of the City Secretary, as the Food Establishment Code for the City of Irving, including regulations adopted by reference therein, except as amended, modified, and deleted by this Chapter.

(b) Amendments to the Texas Food Establishment Rules. Amendments included in this section are intended to be specific code provisions. If there is a conflict between a provision in The Texas Food Establishment Rules effective August 8, 2021 and this section, the specific provisions of this section shall control. Amendments to the Texas Food Establishment Rules are adopted as follows:

Section 228.2 (Definitions) Subsection 24 (Pushcart) is amended to read as follows:
(24) Pushcart--A non-self-propelled MFU limited to serving pre-packaged non TCS foods and is readily movable by one or two persons. A pushcart does not include non-self-propelled units owned and operated within a retail food store.

Section 228.31 (Certified Food Protection Manager and Food Handler Requirements) Subsection (d) is amended to read as follows:
(d) All food employees, except for the certified food protection manager, shall successfully complete an accredited food handler training course, within 14 days of employment. This requirement does not apply to temporary food establishments.

Section 228.221 (Mobile Food Units) is amended by adding subsection (d) to read as follows:
(d) Prohibitions
A. Pushcarts are prohibited from selling any other foods except pre-packaged non TCS foods within the city. All foods shall be enclosed inside the pushcart to prevent potential contamination.
B. All unwrapped and TCS foods sold by pushcarts may be seized, condemned, and destroyed by the city. The owner, partnership, or corporation listed as owner on
the original application may be subject to administrative action for any violations.

Section 228.222 (Temporary Food Establishments) Subsection (a) is amended to read as follows:

(a) General. The regulatory authority may impose additional requirements to protect against health hazards related to the conduct of the temporary food establishment, may prohibit the sale of some or all time and temperature control for safety foods (TCS foods), and when no health hazard will result, such as children's neighborhood beverage stands, may waive or modify requirements of this chapter.

1. Foods that require extensive preparation or cooking must be prepared at a licensed food establishment. Foods may be prepared on site provided those foods require limited preparation as determined by the regulatory authority. All menu items must be approved by the regulatory authority prior to the permit being issued.

2. Each temporary establishment may be required by the regulatory authority to have at least one person on-site who has a minimum of an accredited food handler certification if deemed necessary by the regulatory authority based on the type of foods being prepared. The proof of an accredited food handler certification shall be submitted to the regulatory authority prior to a permit being issued.

3. All TCS foods prepared on site must be obtained the day of the event. Receipts must be available to the regulatory authority upon request. If receipts for TCS foods are not provided, the regulatory authority may prohibit the use of those TCS foods at the event.

Section 228.243 (Construction Inspection and Approval, Preoperational Inspections) is amended to read as follows:

The regulatory authority may conduct one or more preoperational inspections to verify that the food establishment is constructed and equipped in accordance with the approved plans and approved modifications of those plans, has established standard operating procedures as specified in Food Code, Paragraph 8-201.12(E), and is in compliance with this chapter. After one customary follow-up inspection, a follow-up inspection fee may be assessed for each visit to any food establishment until the certificate of occupancy has been approved by the regulatory authority.

Section 228.244 (Performance and Risk Based Inspection) is amended to read as follows:

(a) The regulatory authority shall inspect each food establishment based upon an assessment of the food establishment's history of compliance with this chapter and the potential for causing foodborne illness by evaluating:

1. past performance, for nonconformance with Food Code or Hazard Analysis Critical Control Point (HACCP) plan requirements that are priority items or priority foundation items;
2. past performance, for numerous or repeat violations of code or HACCP plan requirements that are core items;
3. past performance, for complaints investigated and found to be valid;
4. the hazards associated with the particular foods that are prepared, stored, or served;

-2-
5. the type of operation including the methods and extent of food storage, preparation, and service;
6. the number of people served;
7. whether the population served is a highly susceptible population; and
8. any other risk factors deemed relevant to the operation by the regulatory authority.

(b) The regulatory authority has the right to inspect establishments that sell non-time/temperature controlled for safety pre-packaged foods on a complaint basis as determined by the director.

(c) The regulatory authority has the right to perform follow-up inspections at a food establishment at a frequency necessary to confirm compliance with this chapter.

(c) Amendments, modifications, and deletions to the U.S. Food and Drug Administration (FDA) 2017 Food Code. Chapter 228 of the Texas Administrative Code adopts by reference the U.S. Food and Drug Administration (FDA) Food Code 2017 (Food Code) and the Supplement to the 2017 Food Code, with certain omissions. Amendments included in this section are intended to be specific code provisions. If there is a conflict between a provision in the 2017 Food Code, the Supplement to the 2017 Food Code, and this section, the specific provisions of this section shall control. Defined words and terms are capitalized in the text to alert the reader to the fact that there is a specific meaning assigned to those words and terms and that the meaning of a provision is to be interpreted in the defined context. Amendments to the 2017 Food Code are adopted as follows:

Section 1-201.10 (Statement of Application and Listing of Terms) is amended by adding the following definitions:

ANSI- The American National Standards Institute, a private non-profit organization that oversees the development of voluntary consensus standards for products to assure the safety and health of consumers.

Contamination- The unintended presence of harmful substance(s) or microorganisms.

Director- The director of the City of Irving Department of Inspections or their designee.

Follow-up inspection- An inspection required by the regulatory authority to verify correction of a violation identified in a prior inspection. The term does not include a routine inspection, reinspection, complaint investigation, initial certificate of occupancy inspection, or initial temporary food establishment inspection.

NSF- NSF International (previously The National Sanitation Foundation), a global organization in the certification sector of products and materials destined to come into contact with foodstuffs and drinking water, which provides standards to establish minimum food protection and sanitation requirements for the materials, design, fabrication, construction and performance for commercial food establishment equipment and utensils.

Pre-packaged food- Food that has been sealed in a bottle, can, carton, secure wrapping or other container and that remains sealed in the bottle, can, carton, secure wrapping, or other container until after the food product is conveyed to the customer. The term does not include TCS foods or open foods.

Regulatory Authority- the director of the City of Irving Department of Inspections or their designee.

Reinspection- Required announced/scheduled inspection following a routine inspection when a food establishment received more than thirty (30) demerits or following a permit suspension due
to an imminent health hazard closure to ensure corrective action has been taken to reinstate the permit.

Routine inspection - A scored and thorough examination of a food establishment to determine compliance with this Chapter 18

Section 1-201.10 (Statement of Application and Listing of Terms) is amended by deleting the definition of “Pushcart” such that the definition contained in this Chapter 18-1(b) shall control. Section 3-101.11 (Safe, Unadulterated, and Honestly Presented) is amended to read as follows:

3-101.11 Safe, Unadulterated, and Honestly Presented. FOOD shall be safe, unADULTERATED, and, as specified under § 3-601.12, honestly presented. It shall not be beyond its “sell by, use by” date.

Part 3-7 (Contaminated Food) is amended to add Subpart 3-702 to read as follows:

3-702. Examination, Condemnation and Detention of Food. The regulatory authority may examine and collect samples of food as often as necessary for the enforcement of these rules. A receipt for samples shall be issued by the regulatory authority. The regulatory authority shall, upon written notice to the owner or person in charge specifying the reason therefore, place under detention any food which it has probable cause to believe is adulterated or misbranded in accordance with the provisions of the Texas Food, Drug, and Cosmetic Act, Health and Safety Code, Chapter 431.

A. A detention order under this section takes effect immediately upon issuance. The director shall identify the food subject to a detention order under this section in a reasonable way (including, but not limited to, a note or tag attached to the food). It is unlawful for any employee of an establishment that possesses food subject to a detention order under this section to store the food in any way other than that directed by the director or to alter the food in any way without written permission from the director. The director may examine the food subject to a detention order as soon as reasonably possible to determine if the food is adulterated or misbranded. If the food is not adulterated or misbranded, the director may cancel the detention order.

B. Condemnation order. If the director determines that food is adulterated, he may order the food condemned and dispose of the food in a way that does not result in a health hazard. If the director determines that the food is misbranded, he may order the food condemned and may dispose of the food in a way that does not result in a health hazard or order the food establishment in control of the food to put the food in compliance with applicable law.

Section 4-201.11 (Equipment and Utensils) is amended to read as follows:

4-201.11 Equipment and Utensils. EQUIPMENT and UTENSILS shall be designed and constructed to be durable and to retain their characteristic qualities under normal use conditions. All equipment and utensils shall be NSF approved, ANSI approved, or approved by the regulatory authority.

Section 5-202.12 (Handwashing Sink, Installation) Paragraph (A) is amended to read as follows:

A. A HANDWASHING SINK shall be equipped to provide water at a temperature of at least 38oC (100oF) through a mixing valve or combination faucet.
1. If a handwashing sink in food preparation areas, food dispensing areas, ware washing areas, and employee only restrooms uses a combination faucet, it shall be equipped with four-inch wing-style handles.

2. A handwashing sink shall be able to provide a minimum of at least 38 degrees Celsius (100 degrees Fahrenheit) water within sixty (60) seconds of the faucet activation when located in food preparation areas, food dispensing areas, ware washing areas, and employee only restrooms.

Section 5-203.15 (Backflow Prevention Device, Carbonator) is amended to read as follows:

Section 5-203.15 Backflow Prevention Assembly, Carbonator.
A. If not provided with an air gap as specified under §5-202.13, a reduced pressure zone principle backflow assembly shall be installed upstream from a carbonating device and downstream from any copper in the water supply line.
B. The water supply line downstream of the required reduced pressure backflow assembly device or approved air gap shall not serve any potable water fixtures other than the carbonating device/devices it serves.

Subpart 5-203 (Numbers and Capacities) is amended by adding Section 5-203.16 to read as follows:

Section 5-203.16 Food preparation sink. At the discretion of the regulatory authority a food preparation sink may be required for washing of food if the menu or method of preparation requires frequent soaking, rinsing, culling, or cleaning of raw ingredients or produce.

Section 6-201.13 (Floor and Wall Junctures, Coved, and Enclosed or Sealed) is amended to read as follows:

Section 6-201.13 Floor and Wall Junctures, Coved, and Enclosed or Sealed.
A. In FOOD ESTABLISHMENTS in which cleaning methods other than water flushing are used for cleaning floors, the floors shall be VCT (vinyl composition tile), sheet vinyl, or other material approved by the regulatory authority. The floor and wall junctures shall be coved and closed to no larger than 1 mm (one thirty-second inch).
B. The floors in FOOD ESTABLISHMENTS where excessive grease is used or produced or in which water flush cleaning methods are used shall be constructed of terrazzo, quarry tile or other material approved by the regulatory authority. They shall be provided with drains and be graded to drain, and the floor and wall junctures shall be coved and SEALED. Wall bases shall be constructed of terrazzo, quarry tile or other material approved by the regulatory authority.

Section 6-201.16 (Wall and Ceiling Coverings and Coatings) Paragraph (A) is amended to read as follows:

Section 6-201.16 Wall and Ceiling Coverings and Coatings.
A. Wall and ceiling covering materials shall be constructed and attached so that they are EASILY CLEANABLE.
1. Walls behind plumbing structures, in food preparation areas, food dispensing areas, equipment washing and utensil washing areas shall be FRP (fiberglass reinforced plastic) or other material approved by the regulatory
authority from the floor to the highest level of moisture, soil, splash or spray.

2. Walls behind cooking equipment shall be a stainless steel covering or other material approved by the regulatory authority from vent hood to floor.

Section 6-202.14 *(Toilet Rooms, Enclosed)* is amended to read as follows:

6-202.14 Toilet Rooms, Enclosed. Except where a toilet room is located outside a FOOD ESTABLISHMENT and does not open directly into the FOOD ESTABLISHMENT such as a toilet room that is provided by the management of a shopping mall, a toilet room located on the PREMISES shall be completely enclosed and provided with a tight-fitting and self-closing door. The premises shall not require the patrons to pass through the kitchen or food preparation area to use a restroom.

Section 6-301.12 *(Hand Drying Provision)* is amended to read as follows:

6-301.12 Hand Drying Provision. Each HANDWASHING SINK or group of adjacent HANDWASHING SINKS shall be provided with:

A. Individual, disposable towels; or in customer and employee restrooms only, a heated-air hand drying device or a hand drying device that employs an air-knife system that delivers high velocity, pressurized air at ambient temperatures; or

B. A continuous towel system that supplies the user with a clean towel.

Section 8-102.10 *(Preventing Health Hazards, Provision for Conditions Not Addressed)* Paragraph (A) is amended to read as follows:

8-102.10 Preventing Health Hazards, Provision for Conditions Not Addressed. A. If necessary to protect against public health HAZARDS or nuisances, the REGULATORY AUTHORITY may impose specific requirements in addition to the requirements contained in this Code that are authorized by LAW.

1. If the food establishment has repeated or persistent violations of this chapter and effective corrective action has not been instituted over a period of time as instructed by the regulatory authority, the following may be required:

   a. written documentation of cool down methods, cooling logs and reheating logs for TCS foods in accordance with § 3-501.14; and

   b. temperature logs of TCS foods held in equipment used for cooling and heating food, and holding cold and hot food to ensure all TCS foods are in accordance with § 3-501.16

   c. labels with preparation start time for all TCS foods.

Section 8-301.11.1 *(Prerequisite for Operation)* is amended to read as follows:

8-301.11.1 Prerequisite for Operation, Applications, and Suspension of Permits. A PERSON may not operate a FOOD ESTABLISHMENT or temporary food establishment without a valid PERMIT to operate issued by the REGULATORY AUTHORITY.

A. Permit Required. A person may not operate a food establishment or temporary food establishment without a valid permit or license to operate issued by the regulatory authority. A permit is not valid if transferred from one person or place
to another person or place. The regulations in existence at the time of the application shall be required prior to approval of the certificate of occupancy or permit by the regulatory authority.

1. Any person desiring to operate a permanent food establishment may make written application for a permit issued by the regulatory authority and pay the required fee. The application shall include:
   a) the location and type of the proposed establishment;
   b) the number of full-and part-time employees at the establishment;
   c) the applicant’s name, address and government-issued photo identification;
   d) the owner’s name, address and government-issued photo identification or the names and addresses of partners, officers, and registered agents if the owner is a partnership or corporation;
   e) the signature of the applicant or applicants;
   f) any other information deemed necessary by the director.

2. Any person desiring to operate a temporary food establishment may make written application for a permit issued by the regulatory authority and pay the required fee. The application must be received at least three (3) full working days prior to the event. Applications received after these deadlines will be subject to a late fee. A temporary food establishment permit is not to exceed fourteen (14) days and must be in conjunction with a single event or celebration. The application shall include:
   a) the location, inclusive dates, and times of the proposed operation;
   b) a list of menu items and location of where food preparation will occur;
   c) a copy of the current local food establishment permit for out of town vendors with a copy of the most recent health inspection report conducted by their local regulatory authority;
   d) the applicant’s name, address, government-issued photo identification, and signature;
   e) any other information deemed necessary by the director.

B. Permit renewal. Permits for food establishments are valid for one calendar year from the date of issuance unless suspended or revoked during that period. Permits shall be renewed annually by paying the required fee to the regulatory authority.

C. On-site investigation.

1. Upon receipt of an application, the regulatory authority may make an inspection of the food establishment or temporary food establishment to determine compliance with the provisions of this chapter. When inspection reveals that applicable requirements of this chapter have been met, a permit may be issued to the applicant by the regulatory authority.

2. When a temporary food establishment commences operation without first obtaining a permit, an investigation of the food operations may be made on site by the regulatory authority. The owner shall pay a double permit fee to the city regardless of whether or not approval to operate is then or subsequently issued. If a permit is not obtained, the owner may be subject to further administrative action.
D. **Suspension of permits.** It is unlawful for any person to work in a food establishment or temporary food establishment if its permit has been suspended or revoked. It is an affirmative defense to this subsection that the employee is working only to correct violations. Whenever the regulatory authority finds insanitary conditions or other conditions in the operation which are in violation of this chapter or that constitute a substantial hazard to public health, the regulatory authority may issue a written notice to the owner or operator citing such conditions, specifying the corrective action to be taken; and, if necessary due to a substantial hazard to public health, may immediately suspend the permit without warning or written notice until compliance is attained. The director may placard the structure to give notice to the public of the suspension of the permit. The owner or operator shall not remove the placard unless authorized by the director. When a permit is suspended, the owner or operator shall immediately cease all food operations. Regulatory authority approval shall be required prior to the establishment resuming operations and a reinspection fee may be assessed. Upon request of the owner or operator of a food establishment or temporary food establishment cited, the regulatory authority may make a reinspection, and, if corrections have been made, the regulatory authority may permit the food establishment or temporary food establishment to resume operations and reinstate the permit; however, a case may be filed through the city attorney's office, or a citation or citations issued for the violation(s) that occurred.

E. **Revocation of permits.** A permit may be permanently revoked for violations of this chapter. Prior to such action, the regulatory authority shall notify the owner in writing, stating the intent to revoke the permit with an explanation of the grounds for revocation. If the owner chooses to have a hearing, they shall notify the director in writing within five (5) days following receipt of notice of revocation. The permit may then be suspended, but not revoked, until such time as the director has reviewed the case and issued their decision. Appeal from the decision of the director shall be to the city manager. Appeal to the city manager shall be in writing and filed within fifteen (15) working days from the date of the decision being appealed. The applicant is not entitled to a refund of permit fees when a permit is revoked or suspended as provided in this chapter.

Section 8-403.10 (Documenting Information and Observations) is amended by adding paragraph (C and D) to read as follows:

8-403.10 Documenting Information and Observations

C. A summary of the inspectional findings that totals weighted demerit values for the inspection items. A rating score may then be given based upon the total demerits, subtracted from 100, as indicated on the inspection report form.

D. Inspection reports. The regulatory authority may promulgate the inspection report form.

Part 8-4 (Inspection and Correction of Violations) is amended to add subpart 8-407 to read as follows:

8-407 Requested second routine inspection. Any food establishment that receives a routine inspection score which it believes is unsatisfactory, may voluntarily request a second routine inspection. A fee shall be required prior to an inspection being scheduled. The regulatory authority shall perform the requested routine inspection within seven (7)
working days of the received fee payment. Only one second routine inspection may be requested within any twelve (12) month period and must be requested within thirty (30) days of the initial routine inspection completed by the regulatory authority.

Section 8-405.20 (Verification and Documentation of Correction) is amended by adding paragraph (C) to read as follows:

C. When the total cumulative demerit value of an establishment exceeds 30 demerits, the establishment shall initiate immediate corrective action on all identified priority items or priority foundation items and shall initiate corrective action on all other violations within 48 hours. One or more reinspections shall be conducted at reasonable time intervals to assure correction.

1. The reinspection shall be performed in the same manner, using the same form, as the previous routine inspection.
2. The regulatory authority may charge a reinspection fee and shall determine the time of the reinspection. The regulatory authority may charge a fee for each reinspection until the total cumulative demerit value of the food establishment’s reinspection is less than 30 demerits.

SECTION 2. That Section 18-2 of Chapter 18 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas, is hereby amended to read as follows:

Sec. 18-2. Fees.
A. A permit fee shall accompany each application for a food establishment or temporary food establishment. Applicants are not, under any circumstances, entitled to a refund of permit fees after an application has been filed. The permit fee schedule for new and renewal permits is as follows:

1. Permit for permanent food establishments:
   a) 0-10 employees: three hundred and fifty dollars ($350.00)
   b) over 10 employees: five hundred dollars ($500.00)
   c) operations that have multiple floors or departments such as deli, bakery, etc., shall obtain a separate permit for each floor or department as determined by the director, each based on the number of employees

2. Permit for a temporary food establishment: fifty dollars ($50.00) origination fee plus a five dollar ($5.00) per day per booth operating fee

3. Late fee for a temporary food establishment: fifty dollars ($50.00)

B. In addition to the annual renewal fee, a delinquent permit renewal fee shall be assessed to reinstate an expired permit:

1. If the regulatory authority has not received the fee for a permit renewal within fourteen (14) days after the expiration date of the permit to be renewed: fifty dollar ($50.00)

2. If the regulatory authority has not received the fee for a permit renewal within thirty (30) days after the expiration date of the permit to be renewed: one hundred dollars ($100.00).

C. Review of plans for each new or remodeled food establishment: one hundred and twenty five dollars ($125.00)

D. Requested Second Routine Inspection: ninety dollars ($90.00)

E. Reinspection: ninety dollars ($90.00).
F. Follow-up inspection: sixty dollars ($60.00)

SECTION 3. That Section 18-3 of Chapter 18 of the Code of Civil and Criminal Ordinances of the City of Irving, Texas, is hereby amended to read as follows:

Sec. 18-3. Penalty; continuing violations.

A. It is unlawful for any owner, operator, or manager of a food establishment to violate or to permit any employee to violate any provision of this chapter.
B. As the provisions of this chapter govern public health and sanitation, a violation of any of the provisions of this chapter is punishable by a fine not to exceed two thousand dollars ($2,000.00).
C. Each day any violation of any provision of this chapter continues constitutes a separate offense.
D. The city council may authorize the city attorney’s office to petition the appropriate court for civil penalties and/or for injunctive relief for a violation of this chapter as available under applicable state law.
E. The remedies and procedures in this section and in other laws are cumulative, and the use of any particular remedy or procedure does not prevent the enforcement of any other law.

SECTION 4. That the terms and provisions of this ordinance shall be deemed to be severable and that if the validity of any section, subsection, sentence, clause or phrase of this ordinance 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. Further, 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. That this ordinance shall take effect on May 1, 2024 and shall be published in accordance with the provisions of the Texas Local Government Code and the Irving City Charter.
Updates to the City of Irving Food & Food Establishments Regulations

Enhancing Food Safety and Compliance

Planning & Development Committee Meeting
February 22, 2024
Overview

- Background
- Adopting the latest Texas Food Establishment rules with Amendments
- Recommendations
- Discussion
Background

- Health Inspectors Enforce state and local laws
- Charged with inspecting ~ 1250 food establishments as well as temporary events
- In the addition to food establishments, The health inspectors also inspect 72 commercial childcare facilities, 35 home childcare facilities, and 7 nursing homes
Adoption of the latest regulations for food establishments

- Maintain food safety standards
- Ensure consistency with ordinances and enforcement
- Maintain Alignment with industry best practices
- 2021 Texas Food Establishment Rules (TFER)
- Remove the mobile food unit section (HB 2878)
Recommendations

• Move forward with updating and adopting the City of Irving Health Ordinance to correspond with the following:
  • 2021 Texas Food Establishment Rules &
  • Remove the mobile food unit section (HB 2878)
## Schedule

<table>
<thead>
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<th>Date</th>
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<tbody>
<tr>
<td>February 22, 2024</td>
<td>Planning &amp; Development Meeting</td>
</tr>
<tr>
<td>March 21, 2024</td>
<td>City Council</td>
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Discussion / Questions?
Ordinance -- ZC23-0055 - Considering a Zoning Change from S-P-2 (R-6) "Generalized Site Plan - Single-Family Residential 6" to S-P-2 (R-6) "Generalized Site Plan - Single-Family Residential 6" with Variances to the Minimum Side and Rear Yard Setbacks, and to Omit the Requirement for a Two-Car Garage for a New Residence - 3008 Medina Street

Administrative Comments
1. The Planning and Zoning Commission recommended denial on March 4, 2024, by a vote of 6-1.
   Commissioners in support: Haacke, Vigliante, Denny, Lightfoot, Reyes, Sanguino
   Commissioners in opposition: Skinner
   Commissioners absent: Prichard, Myrick
2. Owner/Applicant: Jacinto Cabello
3. History
   a. The subject lot was originally part of an L-shaped lot platted in the 1980s that had frontage on both Medina Street and King Richard Street. The owner had constructed a single-family home as well as an accessory structure that served as a pool house. In 2015, the pool was demolished and filled in.
   b. In 2021, the property was part of a rezoning request for two variances. The owner wanted to convert the accessory structure on the subject lot to a separate residence for his mother. Since the City does not permit guest houses by right or two principal living quarters on the same lot, the owner decided to subdivide the lot so the accessory structure could be its own single-family dwelling on its own lot. To subdivide the property, variances were needed for the accessory structure to become a primary structure due to its placement and orientation on the lot.
   c. The first variance was for an encroachment into the 20-foot rear yard setback. Since it was originally built as an accessory building, the structure was built relative to the side and rear setbacks for accessory structures which are less than those for the main structure.
   d. The second variance was for lot width per Sec. 5.3.5 “Single-family Residential Lot Size Compatibility”. Even though the lot would meet the 50-foot minimum width requirement of the R-6 district, it would need to meet the lot width compatibility requirements of nearby lots. The lot was 69.08 feet wide but would need to be at least 73.6 feet wide.
   e. The previous rezoning request was approved with the following variances:

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<th>Variance Description</th>
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<th>Approved</th>
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<td>Lot Width</td>
<td>50</td>
<td>73.6</td>
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<tr>
<td>Rear Yard Setback Encroachment</td>
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</table>

Packet Pg. 494
f. The replat of the property to divide it into two lots was approved in September 2021.

4. The subject property is a 0.275-acre lot that is currently developed with an accessory structure. **The applicant is proposing to remodel the existing accessory structure into a single-family residence.**

5. The subject property is a 0.257-acre tract that is currently developed with an accessory structure. The applicant is proposing to **remodel the existing accessory structure into a single-family residence.**

6. The subject property was recently replatted from one lot into two lots. **The applicant is requesting retain the variances to the minimum rear yard setback, the minimum side yard setback, and to not provide the required 2-car garage.**

7. The existing accessory structure that is to be converted to a single-family home was approved with the variances noted above under “History”. Upon applying for a building permit for the interior remodel to make the accessory building fully habitable, the applicant was informed that a 2-car garage must be provided. Since the applicant did not want the additional cost of building a detached garage, they were advised that a variance would be necessary.

8. Upon the survey being submitted to the Planning Department for the rezoning application, staff noticed that there were additional encroachments of the existing structure into both the side yard setback, rear yard setback, and a 5-foot utility easement. **The survey did not match the one that was provided for the previous zoning case.**

9. **The owner maintains that the original survey provided to him was incorrect and did not show the true location of the structure in relation to the property lines and easements.**

10. Since no active utilities were located in the easement, the applicant requested that the City abandon it. **The abandonment was approved by the City Council on January 11, 2024; however, variances are still needed for the side and rear yard setbacks.**

11. The structure will meet the requirements of the R-6 District except as summarized below:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Required</th>
<th>Requested</th>
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</thead>
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<tr>
<td>4.4.3 - Off-Street Parking Requirements</td>
<td>2-car, 400 sq. ft. garage for single-family home constructed on or after April 5, 2018</td>
<td>No garage</td>
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<tr>
<td>Sec. 2.4.8 d) - Rear Yard Setback</td>
<td>20 feet</td>
<td>3 feet</td>
</tr>
<tr>
<td>Sec. 2.4.8 d) – Side Yard Setback</td>
<td>5 feet</td>
<td>4.5 feet</td>
</tr>
</tbody>
</table>
12. The development will comply with all other requirements of the R-6 “Single-family Residential 6” zoning district.
13. Staff from Traffic and Transportation, Fire, Water Utilities, and CIP have reviewed the request and have no objections to this request.
14. Since a new structure could be constructed in conformance with the previously approved zoning, staff does not find any unnecessary hardship. Similarly, the size of the lot would accommodate the required 2 car garage and driveway.
15. A total of 30 public notices were mailed. Staff received one (1) response in support of and no responses in opposition to this request.

Staff Finding
No unnecessary hardship is evident, and the site plan does not comply with the development standards outlined in Section 4.4.3 “Off-street Parking Requirements” of the Unified Development Code

ADDITIONAL COMMENTS:
Contract Required: Review Completed By:
Previous Action: Council Action:
Discretionary Contract Disclosure Form Required:
Certificate of Interested Parties (Form 1295) Required:
TGC 2271 Verification Form Required:
TGC 2274 Verification Form Required:

ATTACHMENTS:
- Exhibit A: Legal Description (PDF)
- Exhibit B: Site Plan (PDF)
- Vicinity Map (PDF)
- Aerial Map (PDF)
- Future Land Use Map (PDF)
- Surrounding Zoning Map (PDF)
- Property Owner Notification Map (PDF)
- Property Owner Notification List (PDF)
- Public Comment Form in Support (PDF)
- Sec. 2.4.8 - Single-family Residential 6 (R-6) District (PDF)
- Draft P&Z Minutes - 03-04-24 (PDF)

CURRENT YEAR FINANCIAL IMPACT:
NONE

REVISION INFORMATION:
Prepared: 3/5/2024 01:44 PM by Kenneth Bloom
Last Updated: 3/11/2024 12:58 PM by Kenneth Bloom
ORDINANCE NO. (ID # 14494)

ZONING CASE NO. ZC23-0055
ZONING CLASSIFICATION – S-P-2

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF IRVING, TEXAS NO 2020-10370 BY REZONING A TRACT OF LAND OUT OF THE CABELLO MANOR ADDITION, LOCATED AT 3008 MEDINA STREET FROM S-P-2 (R-6) “GENERALIZED SITE PLAN – SINGLE-FAMILY RESIDENTIAL 6” TO S-P-2 (R-6) “GENERALIZED SITE PLAN – SINGLE-FAMILY RESIDENTIAL 6”; PROVIDING FOR SPECIAL CONDITIONS AND REGULATIONS RELATIVE TO LAND USE; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR CONFLICT RESOLUTION, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PENALTY, AND AN EFFECTIVE DATE.

WHEREAS, after proper notice and public hearing the Planning and Zoning Commission considered the zoning amendment and recommended denial on March 4, 2024; and

WHEREAS, after proper notice and public hearing, and upon consideration of the recommendation of the Planning and Zoning Commission and of all testimony and information submitted during the public hearing, the City Council has determined that the zoning change is in accordance with the comprehensive plan, complies with all legal requirements, is in the best interest of the public, and is for the purpose of promoting the health, safety, morals, and general welfare of the citizens and protecting and preserving places and areas of historical, cultural, or architectural importance and significance; and

WHEREAS, among other things, the City Council considered the following factors: safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site; safety from fire hazards, and measures of fire control; protection of adjacent property from flood or water damage; noise producing elements; glare of vehicular and stationary lights and effect of such lights on established character of the neighborhood; street size and adequacy of pavement width for traffic reasonably expected to be generated by the proposed use around the site and in the immediate neighborhood; adequacy of parking, as determined by requirements of this ordinance for off-street parking facilities, location on ingress/egress points for parking and off-street loading spaces, and protection of public health by surfacing on all parking areas to control dust; and such other measures as will secure and protect public health, safety, morals, and general welfare.

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

SECTION 1. That the Irving City Council hereby approves Zoning Case ZC23-0055, changing the zoning classification of certain property located at 3008 Medina Street, described in Exhibit A attached hereto, from S-P-2 (R-6) “Generalized Site Plan – Single-family Residential 6” to S-P-2 (R-6) “Generalized Site Plan – Single-family Residential 6”.

SECTION 2. That the change approved in Section 1 is granted subject to the following:

a) That development and use shall be in conformance with Exhibit B: Site Plan attached hereto and made a part hereof for all purposes, which reflects a deviation from the
requirements of Section 4.4.3 of the City of Irving Unified Development Code (Off-Street Parking Requirements) and Section 2.4.8 of the City of Irving Unified Development Code (Single-family Residential 6) as follows:

i) An elimination of the requirement to provide a two-car, 400 square foot garage for a single-family home constructed on or after April 5, 2018;

ii) A decrease to the minimum rear yard setback allowing a minimum setback of three (3) feet; and

iii) A decrease to the minimum side yard setback allowing a minimum setback of four and one half (4.5) feet.

b) That development and use shall be in conformance with all applicable laws, ordinances, and regulations.

c) That a true and correct copy of the site plan attached hereto shall be retained by the Department of Planning of the City of Irving.

SECTION 3. That the official zoning map of the City of Irving be changed to reflect the zoning classification established by this Ordinance.

SECTION 4. That this ordinance shall be cumulative of all other ordinances of the City of Irving affecting zoning and shall not repeal any of the provisions of said ordinances except in those instances where provisions of those ordinances are inconsistent or in direct conflict with the provisions of this ordinance.

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

SECTION 6. That nothing in this ordinance shall be constructed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or prior ordinance; nor shall any legal right or remedy of any character be lost, impaired, or affected by this ordinance.

SECTION 7. That any person violating or failing to comply with any provisions of this ordinance shall be fined, upon conviction, not less than one dollar ($1.00) nor more than two thousand dollars ($2,000.00), and each day any violation or noncompliance continues shall constitute a separate offense.

SECTION 8. That this ordinance shall take effect immediately upon its passage.
EXHIBIT A: LEGAL DESCRIPTION
ZONING CASE: ZC23-0055 - S-P-2 (R-6)

3008 MEDINA ST. (LOT 2, BLOCK A, CABELLO MANOR A)
THENCE South 00 degrees 13 minutes 26 seconds East, along the West line of said Lot 1, Block 12, a distance of 90.64 feet to a 1/2 iron rod found for corner, said corner being the Southwest corner of said Lot 1; same being the Northwest corner of Lot 1, Block A, of Oxford's Place Addition, and Addition to the City of Irving, Dallas County, Texas, according to Map thereof recorded in Volume 87125, Page 1896, Map Records, Dallas County, Texas; THENCE South 00 degrees 59 minutes 02 seconds West, along the West line of Lot 1, Block A, a distance of 70.00 feet to a 1/2 iron rod found for corner, said corner being the Northwest corner of said Lot 3, Block 12, of said Sherwood Forest Addition Installment No. 3; THENCE South 00 degrees 37 minutes 03 seconds West, along the West line of said Lot 3, a distance of 5.07 feet to a 1/2 iron rod found for corner, said corner being on the West line of said Lot 3, same being on the Northeast corner of Lot 1, of Forest Terrace Addition, an addition to the City of Irving, Dallas County, Texas, according to the Map thereof recorded in Volume 51, Page 109, Map Records, Dallas County, Texas; THENCE 88 degrees 54 minutes 00 seconds West, along the North line of said Lot 1, a distance of 65.85 feet to 1/2 iron rod found for corner, said corner being on the North line of said Lot 1, same being on the Southeast corner of a 15 feet dedicated alley, dedicated in Little John Addition, and Addition to the City of Irving, Dallas County, Texas, according to the Map thereof recorded in Volume 68017, Page 208, Map Records, Dallas County, Texas; THENCE North 00 degrees 48 minutes 21 seconds West, along the East line of said 15 feet dedicated alley, a distance of 165.66 feet to a 1/2 iron rod found for corner, said corner being on the Northeast corner of said 15 feet dedicated alley, same being on the South Right-of-Way line of Yorkshire Drive (50 feet Right-of-Way); THENCE North 88 degrees 54 minutes 00 seconds East, along the South Right-of-Way line of said Yorkshire Drive, a distance of 69.08 feet to the POINT OF BEGINNING and containing 11,176 square feet or 0.257 acres of land.
This survey was prepared for the FAA by BRIAN S. RHODES, Registered Professional Land Surveyor (972) 475-8940.

1. Variance to omit the requirement for 2-car garage.
2. Side yard setback: need 0.5ft variance for structure to encroach into the 5ft side yard setback.
3. Rear yard setback: need 20ft variance for structure to encroach into the 25ft rear yard setback.

The certification does not take into consideration additional facts that an accurate title search and or examination might disclose.

Scale: 1" = 30' USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR OTHER PARTIES SHALL BE AT THEIR RISK AND UNKOWNED IS NOT RESPONSIBLE TO OTHER FOR ANY LOSS ARISING THEREFROM.

This boundary is per evidence found on site.

EXISTING ZONING: S-P-2 (R-6)
PROPOSED ZONING: S-P-2 (R-6)
City of Irving
Surrounding Zoning Map
Zoning Case
No: ZC23-0055
Date: Tuesday, February 20, 2024

Geographic Information Systems (GIS) Disclaimer/Limitation of Liability:
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries and other geographic features. All data, specifically including the geographic data herein are provided "as is" without warranty of any kind, either expressed or implied. Use of the information is the sole responsibility of the user.

City of Irving
Notification Map
Zoning Case
No: ZC23-0055

100 0 100 Feet
1:2,400

Property Under Consideration
200 Ft Notification Boundary

Attachment: Property Owner Notification Map (14494 : 56 - ZC23-0055)
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City of Irving

Notification List
Zoning Case No: ZC23-0055
PUBLIC COMMENT FORM  
(ZC23-0055 – 3008 Medina St.)  
*** Please type or use black ink ***

Planning Department  
PO Box 152288  
Irving, Texas  75015-2288  
or  
planning@cityofirving.org

I am FOR Zoning Case ZC23-0055 as explained on the attached public notice.

I am AGAINST Zoning Case ZC23-0055 as explained on the attached public notice.

Date, Location & Time of:

PLANNING & ZONING COMMISSION MEETING:  
Monday, March 4, 2024, 7:00 p.m.  
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING:  
Thursday, March 21, 2024, 7:00 p.m.  
City Hall, 825 W. Irving Blvd., Irving, Texas

Name:  
JOHN S. HAMBERGER

Address:  
2904 LINDEN LEA

75061

Tax Account (DCAD) Number  
(if shown on enclosed map):

Signature:  
JOHN S. HAMBERGER

Date:  
February 28, 2024

Phone (optional):  
214-236-7120

Please provide comments explaining the reasons for your support or opposition:

Great neighbor - positive contributions to the neighborhood

I support his initiative in every way.

GG
2.4.8 Single-family Residential 6 (R-6).

In a R-6 single-family district no land shall be used and no building shall be erected for or converted to any use other than:

a) **Principal uses:** The following uses shall be permitted as principal uses:
   1) Single-family detached dwellings.
   2) Public and non-profit institutions of an educational, religious or cultural type excluding corrective institutions and hospitals.
   3) Governmental buildings and uses.
   4) Public utility uses required to service the district.
   5) Public and private noncommercial recreational areas and facilities such as public parks, country clubs and golf courses, excluding miniature golf courses and driving ranges.
   6) Temporary buildings when they are to be used only for construction purposes or as a field office within a subdivision approved by the city for the sale of the real estate of that subdivision only. Such temporary construction buildings shall be removed immediately upon completion or abandonment of construction and such field office shall be removed immediately upon occupancy of ninety-five (95) percent of the lots in the subdivision.
   7) Customary home occupation, provided that no person other than a member of the family of the owner or user of the principal single-family dwellings, shall be employed or work in or at such home occupation.
   8) Garage sales if conducted pursuant and in conformity with all other applicable ordinances of the City of Irving.

b) **Accessory uses:** The following uses shall be permitted as accessory uses to a single-family detached dwelling provided that none shall be a source of income to the owner or user of the principal single-family dwellings.
   1) Private garage.
   2) Guest and servant’s quarters may be permitted as an accessory use to a residential dwelling upon such accessory use being approved as an S-P-1 site plan district under section 2.7.3 of this ordinance.
   3) Private swimming pool.
   4) When any of the foregoing permitted accessory uses are detached from the principal single-family dwelling, said use shall be located not less than forty-five (45) feet from the front lot line nor less than twenty (20) feet from any street right-of-way.

c) **Parking regulations:** Off-street parking shall be provided in accordance with the provisions of this ordinance and other applicable ordinances of the city.

d) **Area regulations:** The following minimum requirements shall be required:
   1) Depth of front yard: 25 feet
2.4.8 Single-family Residential 6 (R-6).

2) Depth of rear yard: 20 feet
3) Width of side yard: 5 feet
4) Width of lot: 50 feet
5) Depth of lot: 100 feet
6) Land area per dwelling unit: 6,000 square feet
7) Only one (1) single-family detached dwelling shall be permitted on each lot or lot of record as the case may be.

e) Height and area regulations: The following maximum height and area regulations shall be observed:

1) Height of principal structure: 2 stories or 25 feet
2) Lot coverage by principal building: 40 percent of total lot area

**FROM:** S-P-2 (R-6) “Generalized Site Plan – Single-family Residential 6” with variances

**TO:** S-P-2 (R-6) “Generalized Site Plan – Single-family Residential 6” with variances to the minimum side and rear yard setbacks, and a variance to omit the requirement for a two-car garage for a new residence

Chair Skinner read the item into the record. He then called on the applicant.

Jacinto Cabello, 3008 Medina Street, presented to provide a few key points, and stated the intent of this build out is for his mother who is in his care. It is not a new building.

Chair Skinner called for individuals wishing to speak in favor of this item. There was no one to speak in favor of this item. He then called for individuals wishing to speak in opposition. There was no one to speak in opposition to this item.

Discussion was closed to the floor and returned to the Commission for their consideration and a motion.

Commissioner Denny stated that there are a few concerns with future owners and this is a difficult application as this was subdivided with the implicit expectation to meet the standards of the lot. There are a significant number of variances.

Commissioner Reyes moved to forward Zoning Case #ZC23-0055 to the City Council with a recommendation of denial. Commissioner Vigliante seconded the motion. There was no discussion of the motion. The motion carried 6-1.

**Ayes:** Debbi Haacke, Priscilla Vigliante, Daniel Denny, Alicia Reyes, Ricky Lightfoot, Gerald Sanguino

**Nay:** Joshua Skinner

**Absent:** Terry Prichard, April Myrick

Discussion Time: 3 minutes
Ordinance -- 2024-8-ZC - Considering a Zoning Change from S-P "Site Plan" for Day Nursery and Play School Uses to R-6 "Single-Family Residential 6" - 1111 Alexander Street

Administrative Comments

1. The Planning and Zoning Commission recommended approval on March 4, 2024 by a vote of 7-0.
   Commissioners in support: Skinner, Haacke, Vigliante, Denny, Lightfoot, Reyes, Sanguino
   Commissioners in opposition: None
   Commissioners absent: Prichard, Myrick

2. Owner/Applicant: Mitzi Sanchez

3. The subject property is a 1.02-acre tract with a single-family house. This property is under two separate zoning districts. The western half is zoned R-6 “Single-family Residential 6”, and the eastern half is zoned S-P “Site Plan” for Day Nursery and Play School Uses. The applicant is requesting a zoning change for the 0.36-acre portion on the eastern section of the property to R-6 “Single-family Residential 6”.

4. The S-P zoning dates back to 1967, when the zoning change was approved from “A - Single-family Dwelling District” in Zoning Ordinance No. 209. The surrounding “A” districts transitioned to R-6 “Single-family Residential 6” in 1989 as part of an area-wide rezoning.

5. While the existing house was built in 1952 and has historically been used for residential uses, it currently sits on the portion of the property zoned “Site Plan” for Day Nursery and Play School Uses which does not permit single-family residential uses, making the house a nonconforming use. Per Chapter 7.4 of the Unified Development Code, an existing legal nonconforming single-family structure may be improved, expanded, or enlarged by an amount no more than 50% of the original enclosed structure, or 500 feet, whichever is greater.

6. In December 2023, the applicant applied for a permit with the Inspections Department to expand the existing 1,757 square foot house with an 1,800 square foot addition directly attached to the rear of the house.

7. As the expansion of the house exceeds the 50% threshold (+ 102.45% square footage), the applicant is requesting to rezone this portion of the property to allow single-family residential uses, which would match the R-6 zoning of the western half of the property and the surrounding area.

8. This property will comply with all R-6 “Single-family Residential 6” zoning standards. Platting would be required following the zoning change.

9. Staff from Traffic and Transportation, Fire, Water Utilities, Inspections, and CIP have reviewed the request and have made the following comments:
a. The CIP Department stated that the property must be platted prior to issuing a building permit.

b. The Traffic Department stated that right-of-way dedication may be required for the extension of Pearson St. (per the City's Master Thoroughfare Plan) at time of platting.

10. Since no variances are being requested, and the proposed land use is compatible with the future land use map and the surrounding uses, staff can support this zoning request.

11. A total of 33 public notices were mailed. No responses have been received in support of or in opposition to this request.

Staff Recommendation

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

ADDITIONAL COMMENTS:

Contract Required: Review Completed By:
Previous Action: Council Action:
Discretionary Contract Disclosure Form Required:
Certificate of Interested Parties (Form 1295) Required:
TGC 2271 Verification Form Required:
TGC 2274 Verification Form Required:

ATTACHMENTS:

- Exhibit A: Legal Description (PDF)
- Vicinity Map (PDF)
- Aerial Map (PDF)
- Future Land Use Map (PDF)
- Surrounding Zoning Map (PDF)
- Property Owner Notification Map (PDF)
- Property Owner Notification List (PDF)
- Applicant's Justification Letter (PDF)
- Sec. 2.4.8 - R-6 Single-family Residential 6 District (PDF)
- Draft P&Z Minutes - 03-04-24 (PDF)

CURRENT YEAR FINANCIAL IMPACT:

NONE

REVISION INFORMATION:

Prepared: 2/19/2024 02:40 PM by Kenneth Bloom
Last Updated: 3/6/2024 04:10 PM by Kenneth Bloom
ORDINANCE NO. (ID # 14440)

ZONING CASE NO. 2024-8-ZC
ZONING CLASSIFICATION – R-6

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF IRVING, TEXAS NO 2020-10370 BY REZONING A TRACT OF LAND OUT OF THE NORTH-O-IRVING ADDITION, LOCATED AT 1111 ALEXANDER STREET FROM S-P “SITE PLAN” FOR DAY NURSERY AND PLAY SCHOOL USES TO R-6 “SINGLE-FAMILY RESIDENTIAL 6”; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR CONFLICT RESOLUTION, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PENALTY, AND AN EFFECTIVE DATE.

WHEREAS, after proper notice and public hearing the Planning and Zoning Commission considered the zoning amendment and recommended approval on March 4, 2024; and

WHEREAS, after proper notice and public hearing, and upon consideration of the recommendation of the Planning and Zoning Commission and of all testimony and information submitted during the public hearing, the City Council has determined that the zoning change is in accordance with the comprehensive plan, complies with all legal requirements, is in the best interest of the public, and is for the purpose of promoting the health, safety, morals, and general welfare of the citizens and protecting and preserving places and areas of historical, cultural, or architectural importance and significance.

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

SECTION 1. That the Irving City Council hereby approves Zoning Case 2024-8-ZC, changing the zoning classification of certain property located at 1111 Alexander Street, described in Exhibit A attached hereto, from S-P “Site Plan” for Day Nursery and Play School Uses to R-6 “Single-family Residential 6”.

SECTION 2. That the official zoning map of the City of Irving be changed to reflect the zoning classification established by this Ordinance.

SECTION 3. That this ordinance shall be cumulative of all other ordinances of the City of Irving affecting zoning and shall not repeal any of the provisions of said ordinances except in those instances where provisions of those ordinances are inconsistent or in direct conflict with the provisions of this ordinance.

SECTION 4. That should any paragraph, sentence, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal, or unconstitutional, and shall not affect the validity of the comprehensive zoning ordinance as a whole.

SECTION 5. That nothing in this ordinance shall be constructed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or prior ordinance; nor shall any legal right or remedy of any character be lost, impaired, or affected by this ordinance.

-1-
SECTION 6. That any person violating or failing to comply with any provisions of this ordinance shall be fined, upon conviction, not less than one dollar ($1.00) nor more than two thousand dollars ($2,000.00), and each day any violation or noncompliance continues shall constitute a separate offense.

SECTION 7. That this ordinance shall take effect immediately upon its passage.
EXHIBIT A: LEGAL DESCRIPTION
FOR ZONING CASE NO. 2024-8-ZC

A tract of land on the East 150 feet of Lot
12 of the North-O-Irving Addition, the
same being more fully described as follows:
BEGINNING at a point in the West line of Alexander
Street, the same point being 525 feet South of
the South line of Cason Street;
THENCE West 150 feet to a point for corner;
THENCE South 105 feet to a point for corner;
THENCE East 150 feet to a point for corner in
the West line of Alexander Street;
THENCE North 105 feet to the point of BEGINNING;
City of Irving
Surrounding Zoning Map
Zoning Case
No: 2024-8-ZC

1:2,400
100 0 100 Feet

Packet Pg. 520
City of Irving
Notification Map
Zoning Case
No: 2024-8-ZC

Date: Thursday, January 11, 2024

Geographic Information Systems (GIS) Disclaimer/Limitation of Liability:
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries and other geographic features. All data, specifically including the geographic data herein are provided "as is" without warranty of any kind, either expressed or implied. Use of the information is the sole responsibility of the user.
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Applicant/Owner:
Mitzi Sanchez
1111 Alexander St.
Irving, TX 75061

I’m the owner of the current address I bought this house four months ago, and when I bought this house I don’t know if this house was used for any aforementioned services in the past, like daycare or any other services.
2.4.8 Single-family Residential 6 (R-6).

In a R-6 single-family district no land shall be used and no building shall be erected for or converted to any use other than:

a) **Principal uses**: The following uses shall be permitted as principal uses:
   1) Single-family detached dwellings.
   2) Public and non-profit institutions of an educational, religious or cultural type excluding corrective institutions and hospitals.
   3) Governmental buildings and uses.
   4) Public utility uses required to service the district.
   5) Public and private noncommercial recreational areas and facilities such as public parks, country clubs and golf courses, excluding miniature golf courses and driving ranges.
   6) Temporary buildings when they are to be used only for construction purposes or as a field office within a subdivision approved by the city for the sale of the real estate of that subdivision only. Such temporary construction buildings shall be removed immediately upon completion or abandonment of construction and such field office shall be removed immediately upon occupancy of ninety-five (95) percent of the lots in the subdivision.
   7) Customary home occupation, provided that no person other than a member of the family of the owner or user of the principal single-family dwellings, shall be employed or work in or at such home occupation.
   8) Garage sales if conducted pursuant and in conformity with all other applicable ordinances of the City of Irving.

b) **Accessory uses**: The following uses shall be permitted as accessory uses to a single-family detached dwelling provided that none shall be a source of income to the owner or user of the principal single-family dwellings.
   1) Private garage.
   2) Guest and servant's quarters may be permitted as an accessory use to a residential dwelling upon such accessory use being approved as an S-P-1 site plan district under section 2.7.3 of this ordinance.
   3) Private swimming pool.
   4) When any of the foregoing permitted accessory uses are detached from the principal single-family dwelling, said use shall be located not less than forty-five (45) feet from the front lot line nor less than twenty (20) feet from any street right-of-way.

c) **Parking regulations**: Off-street parking shall be provided in accordance with the provisions of this ordinance and other applicable ordinances of the city.

d) **Area regulations**: The following minimum requirements shall be required:
   1) Depth of front yard: 25 feet
2) Depth of rear yard: 20 feet
3) Width of side yard: 5 feet
4) Width of lot: 50 feet
5) Depth of lot: 100 feet
6) Land area per dwelling unit: 6,000 square feet
7) Only one (1) single-family detached dwelling shall be permitted on each lot or lot of record as the case may be.

e) **Height and area regulations:** The following maximum height and area regulations shall be observed:

1) Height of principal structure: 2 stories or 25 feet
2) Lot coverage by principal building: 40 percent of total lot area

**FROM:** S-P “Site Plan” for Day Nursery and Play School Uses

**TO:** R-6 “Single-family Residential 6”

Chair Skinner read the item into the record. He then called on the applicant.

Mitzi Sanchez, 1111 Alexander Street, would like to build a living room for her family. This is not going to be behind her property, it will be included in the house. They are a big family and need more space for their kids.

Chair Skinner called for individuals wishing to speak in favor of this item. There was no one to speak in favor of this item. He then called for individuals wishing to speak in opposition. There was no one to speak in opposition to this item.

Discussion was closed to the floor and returned to the Commission for their consideration and a motion.

Commissioner Haacke moved to forward Zoning Case #2024-8-ZC to the City Council with a recommendation of **approval**. Commissioner Reyes seconded the motion. There was no discussion of the motion. The motion carried unanimously.

**Ayes:** Joshua Skinner, Debbi Haacke, Priscilla Vigliante, Daniel Denny, Alicia Reyes, Ricky Lightfoot, Gerald Sanguino

**Absent:** Terry Prichard, April Myrick

Discussion Time: 3 minutes
AGENDA ITEM SUMMARY

Ordinance -- 2024-16-ZC - Considering a Zoning Change from R-6 "Single-Family Residential 6" to S-P-2 (R-6) "Generalized Site Plan - Single-Family Residential 6" with a Variance to the Minimum Front Yard Setback - 2705 Douglas Avenue

Administrative Comments

1. The Planning and Zoning Commission recommended approval with a side setback variance and a stipulation that the height of the carport not exceed the height of the building on March 4, 2024 by a vote of 6-1.
   Commissioners in support: Skinner, Vigliante, Denny, Lightfoot, Reyes, Sanguino
   Commissioners in opposition: Haacke
   Commissioners absent: Prichard, Myrick
   The stipulations of the Planning and Zoning Commission have not been met.

2. Owner/Applicant: Yuliana Vences

3. The subject property is a 0.16-acre lot with a single-family house zoned R-6 "Single-family Residential 6". The applicant is requesting a zoning change to allow a carport within the front and side yard setback.

4. The applicant is proposing to build a carport attached to the front of the house. The house has an existing 2-car garage. The garage on the subject property is set back approximately 49 feet from the front wall of the home.

5. At the Planning and Zoning Commission, the applicant proposed a 21.25 ft. x 26 ft. carport (552.5 square feet), exceeding the maximum size by 152.5 square feet. The carport was also proposed to be 18 feet tall. The Planning and Zoning Commission recommended approval without a variance to the front setback or to the maximum area of a carport, and with a limit that the carport not be taller than the house. The Commission did recommend approval of the variance to the side yard setback.

6. On March 8, the applicant submitted a revised site plan. The proposed carport would now be 20 feet wide and 20 feet deep for a total of 400 square feet. The applicant is now requesting a variance of one foot three inches (1’-3”) to the front setback due to the curve of the lot. The applicant is also requesting a carport height of sixteen (16) feet, which is two (2) feet taller than the peak of the roof of the house. Height for a carport is measured to the peak of roof.

7. While the R-6 zoning generally requires a 25-foot front setback, Section 8.4.2 states that the front setback can be larger if 30% or more of the homes on one side of the street are greater. Since the homes on this street are at a 30-foot setback, the requested variance is measured from the established setback line, rather than the minimum setback line.

8. Due to the reduced size of the carport, a variance to the side yard setback is no longer necessary, as the carport would be five (5) feet from the side property line.
9. The following variances are being requested:

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<th>Standard</th>
<th>Required</th>
<th>Provided (Variance)</th>
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<tbody>
<tr>
<td>Established Front Yard Setback</td>
<td>30 feet</td>
<td>28’-9” (-1’-3” variance)</td>
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<tr>
<td>Sec. 8.4.2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maximum height (per P&amp;Z)</td>
<td>14 feet</td>
<td>16 feet (peak height (per P&amp;Z)</td>
</tr>
<tr>
<td>(peak height of the house)</td>
<td></td>
<td>(+ 2 foot variance from P&amp;Z recommendation)</td>
</tr>
</tbody>
</table>

10. Staff from Traffic and Transportation, Fire, Water Utilities, Inspections and CIP have reviewed the request and have made the following comments:

   a. The **Inspections Department** stated that if the applicant chooses to add brick around the columns, the applicant needs to use fire-retardant-treated wood if they use wood for the roofing material.

11. Since a carport could be built without any variances, staff does not find a hardship.

12. A total of 30 public notices were mailed. Staff received a petition with 22 signatures in support and one (1) response in opposition to this request. The opposition represents 4.33% of the land within 200 feet of the subject property. Since this is less than 20%, per state law a 3/4-vote is **not** required for approval.

**Staff Finding**

No unnecessary hardship is evident, and the site plan does not comply with the development standards outlined in Section 8.4.2 “Established Front Yard Setback” and Section 2.4.8 “Single-family Residential 6” of the Unified Development Code.

**ADDITIONAL COMMENTS:**

- **Contract Required:**
- **Review Completed By:**
- **Previous Action:**
- **Council Action:**
- **Discretionary Contract Disclosure Form Required:**
- **Certificate of Interested Parties (Form 1295) Required:**
- **TGC 2271 Verification Form Required:**
- **TGC 2274 Verification Form Required:**

**ATTACHMENTS:**

- Exhibit A: Legal Description (PDF)
- Exhibit B: Site Plan (PDF)
- Vicinity Map (PDF)
- Aerial Map (PDF)
- Future Land Use Map (PDF)
- Surrounding Zoning Map (PDF)
- Property Owner Notification Map (PDF)
- Property Owner Notification List (PDF)
-3-

- Sec. 2.4.8 - R-6 "Single-family Residential 6" District  (PDF)
- Sec. 8.4.2 - Established Front Yard  (PDF)
- Sec. 3.1.8 - Carports  (PDF)
- Petition in Support of Application  (PDF)
- Public Comment Form in Opposition  (PDF)
- Protest Analysis Map  (PDF)
- Draft P&Z Minutes - 03-04-24  (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

NONE

**REVISION INFORMATION:**

Prepared: 2/19/2024 02:41 PM by Kenneth Bloom
Last Updated: 3/13/2024 01:52 PM by Kenneth Bloom
ORDINANCE NO. (ID # 14441)

ZONING CASE NO. 2024-16-ZC
ZONING CLASSIFICATION – S-P-2

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF IRVING, TEXAS NO 2020-10370 BY REZONING A TRACT OF LAND OUT OF THE RIDGECREST 8TH INSTALLMENT REVISED ADDITION, LOCATED AT 2705 DOUGLAS AVENUE FROM R-6 “SINGLE-FAMILY RESIDENTIAL 6” TO S-P-2 (R-6) “GENERALIZED SITE PLAN – SINGLE-FAMILY RESIDENTIAL 6”; PROVIDING FOR SPECIAL CONDITIONS AND REGULATIONS RELATIVE TO LAND USE; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR CONFLICT RESOLUTION, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PENALTY, AND AN EFFECTIVE DATE.

WHEREAS, after proper notice and public hearing the Planning and Zoning Commission considered the zoning amendment and recommended approval subject to the carport not exceeding the current height of the house and granting a variance to the side yard setback, and denying a variance to the front yard setback on March 4, 2024; and

WHEREAS, after proper notice and public hearing, and upon consideration of the recommendation of the Planning and Zoning Commission and of all testimony and information submitted during the public hearing, the City Council has determined that the zoning change is in accordance with the comprehensive plan, complies with all legal requirements, is in the best interest of the public, and is for the purpose of promoting the health, safety, morals, and general welfare of the citizens and protecting and preserving places and areas of historical, cultural, or architectural importance and significance; and

WHEREAS, among other things, the City Council considered the following factors: safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site; safety from fire hazards, and measures of fire control; protection of adjacent property from flood or water damage; noise producing elements; glare of vehicular and stationary lights and effect of such lights on established character of the neighborhood; street size and adequacy of pavement width for traffic reasonably expected to be generated by the proposed use around the site and in the immediate neighborhood; adequacy of parking, as determined by requirements of this ordinance for off-street parking facilities, location on ingress/egress points for parking and off-street loading spaces, and protection of public health by surfacing on all parking areas to control dust; and such other measures as will secure and protect public health, safety, morals, and general welfare.

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

SECTION 1. That the Irving City Council hereby approves Zoning Case 2024-16-ZC, changing the zoning classification of certain property located at 2705 Douglas Avenue, described in Exhibit A attached hereto, from R-6 “Single-family Residential 6” to S-P-2 (R-6) “Generalized Site Plan – Single-family Residential 6”.

SECTION 2. That the change approved in Section 1 is granted subject to the following:

a) That development and use shall be in conformance with Exhibit B: Site Plan attached
hereto and made a part hereof for all purposes, which reflects a deviation from the requirements of Section 2.4.8 of the City of Irving Unified Development Code (Single-family Residential 6 (R-6)) and Section 8.4.2 of the City of Irving Unified Development Code (Established Front Yard) as follows:

i) Setting a maximum height for a carport by allowing the maximum height of the carport to be sixteen (16) feet; and

ii) A decrease to the minimum established front yard setback by allowing a minimum front yard setback of twenty-eight (28) feet and nine (9) inches (28’-9”).

b) That development and use shall be in conformance with all applicable laws, ordinances, and regulations.

c) That a true and correct copy of the site plan attached hereto shall be retained by the Department of Planning of the City of Irving.

SECTION 3. That the official zoning map of the City of Irving be changed to reflect the zoning classification established by this Ordinance.

SECTION 4. That this ordinance shall be cumulative of all other ordinances of the City of Irving affecting zoning and shall not repeal any of the provisions of said ordinances except in those instances where provisions of those ordinances are inconsistent or in direct conflict with the provisions of this ordinance.

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

SECTION 6. That nothing in this ordinance shall be constructed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or prior ordinance; nor shall any legal right or remedy of any character be lost, impaired, or affected by this ordinance.

SECTION 7. That any person violating or failing to comply with any provisions of this ordinance shall be fined, upon conviction, not less than one dollar ($1.00) nor more than two thousand dollars ($2,000.00), and each day any violation or noncompliance continues shall constitute a separate offense.

SECTION 8. That this ordinance shall take effect immediately upon its passage.
EXHIBIT A: LEGAL DESCRIPTION
ZONING CASE #2024-16-ZC

BEING all of Lot 12, Block 16, Ridgecrest Addition, 8th Installment Revised
EXHIBIT B: SITE PLAN
ZONING CASE #2024-16-ZC

PROPERTY DESCRIPTION: Being Lot 12, Block 16 of Ridgecrest Addition, Eighth Installment, Revised, an Addition to the City of Irving, Dallas County, Texas, according to the Plat thereof recorded in Volume 50, Page 173, Map Records, Dallas County, Texas. Date: 09/24/14

LEGEND: C.M. - Controlling Monument; P.I.R. - Platted Line Rod; P.I.P. - Platted Pipe; P.C.P. - Fence Corner Post; OHE - Overhead Electric; SET - Seton Rods, 12" diameter with yellow cap stamped "Arthur Surveying Company", all found in lot rods are 3" diameter unless otherwise noted. CHE - (overhead power) - (1'a,ce / pole) - CHE - (overhead power)

FLOOD NOTE: It is my opinion that the property described hereon is not within the 100-year flood zone as indicating to the Federal Emergency Management Agency Final Flood Insurance Rate Map Community Panel No. 48110533 K, please Effective Date of map July 07, 2014, hence property located within Zone "E" (Undeveloped).

SURVEYOR'S CERTIFICATION: The undersigned land surveyor certify that the survey was made on the ground of the property legally described herein and is correct, and to the best of my knowledge, there are no visible obstructions, encumbrances, restrictions, liens or other encumbrances, easements or rights of way I have been advised of in and to above bounded. The bearings above shown are based on the above referenced recorded map or plat unless otherwise noted.

Date: 09/24/14

JULIETTE HILL, R.M.

SURVEYOR'S CERTIFICATION:

9/24/14

Texas Premier Title

2705 Douglas Avenue

Irving, Texas

Texas Premier Title

7320 N. MacArthur Blvd. #120

Irving, Texas 75063

(972) 443-1450

(972) 443-1449

Packet Pg. 533
Geographic Information Systems (GIS) Disclaimer/Limitation of Liability:
This product is for informational purposes and may not have been prepared for
or be suitable for legal, engineering, or surveying purposes. It does not represent
an on-the-ground survey and represents only the approximate relative location
of property boundaries and other geographic features. All data, specifically including
the geographic data herein are provided "as is" without warranty of any kind, either
expressed or implied. Use of the information is the sole responsibility of the user.
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City of Irving
Surrounding Zoning Map
Zoning Case
No: 2024-16-ZC

Date: Thursday, January 25, 2024

Packet Pg. 537
City of Irving
Notification Map
Zoning Case
No: 2024-16-ZC

200 Ft Notification Boundary
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   4) When any of the foregoing permitted accessory uses are detached from the principal single-family dwelling, said use shall be located not less than forty-five (45) feet from the front lot line nor less than twenty (20) feet from any street right-of-way.

c) Parking regulations: Off-street parking shall be provided in accordance with the provisions of this ordinance and other applicable ordinances of the city.

d) Area regulations: The following minimum requirements shall be required:
   1) Depth of front yard: 25 feet
2.4.8 Single-family Residential 6 (R-6).

2) Depth of rear yard: 20 feet
3) Width of side yard: 5 feet
4) Width of lot: 50 feet
5) Depth of lot: 100 feet
6) Land area per dwelling unit: 6,000 square feet
7) Only one (1) single-family detached dwelling shall be permitted on each lot or lot of record as the case may be.

e) **Height and area regulations:** The following maximum height and area regulations shall be observed:

1) Height of principal structure: 2 stories or 25 feet
2) Lot coverage by principal building: 40 percent of total lot area
8.4.2 Established Front Yard.

If thirty (30) percent or more of the frontage on one side of a street between two (2) intersecting streets is improved with buildings that have observed an average front yard line with a variation in depth of not more than six (6) feet, then the average front yard so established shall be observed; but this regulation shall not be interpreted to require a front yard of more than one and one-half (1½) times the depth of front yard otherwise required.
3.1 Accessory Buildings and Structures on Residential Lots.

3.1.8 Carports. Carports on properties zoned R-40, R-15, R-10, R-7.5, R-6, R-ZLa, R-3.5, R-SFA, R-2.5, R-XF, or any site plan zoning or development plan for R-40, R-15, R-10, R-7.5, R-6, R-ZLa, R-3.5, R-SFA, R-2.5, or R-XF uses shall meet the following requirements. For purposes of this section, carport shall mean a structure used to offer limited protection to vehicles, primarily cars, from the elements. The structure can either be free standing or attached to another building, and typically, but not necessarily, does not permit a vehicle to pass through it. A carport most commonly has no walls, but may be attached to the wall of an adjacent dwelling and shall be open on three (3) sides.

a) Carports that do not encroach into required front, rear, and side yard setbacks shall meet the following requirements:

1) The carport design shall be consistent with the design of the existing dwelling, including the use of matching trim and roof materials and colors. Carports attached to the front or side of the existing dwelling shall be incorporated into the architecture of the dwelling with compatible roof pitches, surrounds for the support posts, and enclosed gables. Building permit applications for carports shall include detailed elevation drawings and other illustrations showing how the carport is consistent with the design of the existing dwelling.

2) The carport, including carport roof overhang, shall be no nearer than three (3) feet from the side or rear property line;

3) The carport shall not exceed 400 square feet in area and shall not be used for any purpose other than the storage of vehicles, recreational vehicles, travel trailers, or the like and shall be open on three (3) sides;

4) The entire area beneath the roof of the carport shall be paved with concrete or asphalt within at least two (2) feet of the edge of the roof;

5) The driveway leading to the carport shall be paved with concrete or asphalt;

6) The carport may not overhang or intrude into any type of public utility or drainage easement;

7) The height of the carport shall not exceed a maximum of ten (10) feet measured to the highest point of the roof of the carport. The maximum height may be increased by one (1) additional foot for each one (1) additional foot of side and rear setback to a maximum of eighteen (18) feet with a minimum side and rear setback of eleven (11) feet; and

8) Carports shall have a gutter system or drainage design that drains toward the street or the nearest drainage facility. Rainwater shall not drain onto adjacent property.

b) Carports that are proposed to be constructed to encroach into any required front, side or rear building setback, or that would require an exception to the design requirements set forth in subsection (a), may be permitted upon such carport being approved as an S-P-2 (generalized) site plan district under section 2.7.4 of this chapter. In addition to the requirements of section 2.7.4, the site plan shall include detailed elevation drawings of the proposed carport including building materials, roofing materials, support materials, and illustrations showing how the carport will be consistent with the design of the existing dwelling.

c) Carports that are constructed after October 16, 2008, without a building permit or zoning approval, if applicable, shall be required to be demolished prior to applying for a zoning change to authorize the
carport. If a property owner does not wish to demolish a carport constructed without zoning authorization, the property owner may request a waiver of the demolition requirement and approval to retain the carport through the generalized site plan (S-P-2) zoning process along with an additional fee of one hundred dollars ($100.00) in addition to the required zoning application fee.
PETITION FOR ZONING CASE # ____________________________
PETICIÓN PARA CASO DE ZONIFICACIÓN # ____________________________

We the undersigned property owners hereby SUPPORT / OPPOSE (circle one) this request for the property located at 2105 Douglas Ave.

Nosotros, los propietarios firmando abajo APOYAMOS / OPONEMOS (circule uno) esta solicitud para la propiedad ubicada en ____________________________

Narrative of Petition / Narrativa de la Petición:

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Attachment: Petition in Support of Application (14441 : 56 - 2024-16-Zc)
I am FOR the requested zoning as explained on the attached public notice for Zoning Case #2024-16-ZC.

✓ I am AGAINST the requested zoning as explained on the attached public notice for Zoning Case #2024-16-ZC.

Date, Location & Time of:

PLANNING & ZONING COMMISSION MEETING: Monday, March 4, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, March 21, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Kabir Chowdhury
(please print)
Address: 2709 Douglas Ave.
Irving, TX 75062

Tax Account (DCAD) Number (if shown on enclosed map):

Signature:

Date: 2/22/2024

Phone (optional): 903 461 0320

Please provide comments explaining the reasons for your support or opposition:

Too much noise
Will block view

SM
City of Irving
Protest Analysis Map
Zoning Case
No. 2024-16-ZC

Total Area within 200'
(Excluding Subject Parcel) = 4.4788Ac

Total Area Protesting = 0.1966Ac

Percentage of Area Protesting = 4.33%

Protest Analysis Map
Zoning Case
No. 2024-16-ZC

200 Ft Protest Calculation Boundary

Date: February 29, 2024
Geographic Information Systems (GIS) Disclaimer/Limitation of Liability: This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries and other geographic features. All data, including the geographic data herein are provided "as is" without warranty of any kind, either expressed or implied. Use of the information is the sole responsibility of the user.

   **FROM:** R-6 “Single-family Residential 6”

   **TO:** S-P-2 (R-6) “Generalized Site Plan – Single-family Residential 6” with variances to the minimum front and side yard setbacks and to the maximum area of a carport

Chair Skinner read the item into the record. He then called on the applicant.

Yuliana Vences, 2705 Douglas Avenue, stated that they are trying to build a carport for their vehicles. We have had bad storms lately and their family is growing so they would like to protect as many as possible. They want to give their house a better look.

Commissioner Lightfoot asked about the 18-foot-tall height. Ms. Yuliana Vences stated that this will be in line with her house roof now. Commissioner Lightfoot asked if she would be able to reduce this to 20-feet to stay within the front-yard setback. She stated that they would like to keep it as requested because that will allow for maximum protection, however if that is the only way to seek approval, she would be willing to accept the revision.

Commissioner Sanguino asked what she will be parking under that carport. Ms. Yuliana Vences stated that it would just be to protect their vehicles from the hailstorm.

Chair Skinner called for individuals wishing to speak in favor of this item. There was no one to speak in favor of this item. He then called for individuals wishing to speak in opposition. There was no one to speak in opposition to this item.

Discussion was closed to the floor and returned to the Commission for their consideration and a motion.

Commissioner Denny stated he understands that the front yard setback is required to be 30 feet. The length of the proposed carport itself would be 26 feet, if it was built at 20 feet, it would not encroach on to the required 30-foot setback, leaving a difference of 6 feet.

Commissioner Lightfoot stated he would be willing to support this case if they stay within the 30 feet, recommending for approval with stipulations for the side yard setback.

Commissioner Sanguino asked how the city would guarantee that they will ensure the height of structure. Jocelyn Murphy, Planning Director, advised that height is measured at mid-point.

Commissioner Lightfoot is concerned with it being taller with the peak way above.

Commissioner Vigliante agrees with the rest of the commissioners and with their stipulations, she thanked the residents for coming before building the structure.

Commissioner Lightfoot moved to forward Zoning Case #2024-16-ZC to the City Council with a recommendation of approval subject to not exceeding current roof height and approval of the side yard setback variance (not front setback variance). Commissioner Sanguino seconded the motion. There was no discussion of the motion. The motion carried 6-1.

**Ayes:** Joshua Skinner, Priscilla Vigliante, Daniel Denny, Alicia Reyes, Ricky Lightfoot, Gerald Sanguino
Nay: Debbi Haacke

Absent: Terry Prichard, April Myrick

Discussion Time: 5 minutes
Ordinance -- 2024-25-ZC - Considering a Zoning Change from R-6 "Single-Family Residential 6" to S-P-2 (P-O) "Generalized Site Plan - Professional Office" with a Variance to the Maximum Building Height - 2931 Conflans Road

Administrative Comments

1. The Planning and Zoning Commission recommended approval on March 4, 2024 by a vote of 7-0.

   Commissioners in support: Skinner, Haacke, Vigliante, Denny, Lightfoot, Reyes, Sanguino

   Commissioners in opposition: None

   Commissioners absent: Prichard, Myrick

2. Owner: Irving ISD

   Applicant: TNP, Inc.

3. The subject property is a 9.73-acre lot with an existing school (Barton Elementary). The applicant is requesting to rezone the property to S-P-2 (P-O) “Generalized Site Plan – Professional Office” with a variance to allow a maximum height of 45 feet.

4. Barton Elementary School was originally constructed in 1950. The Irving ISD 2023 Bond Election included funding for a new Barton Elementary School on the same property. Irving ISD anticipates having the new building completed by March 2026, followed by the demolition of the existing building and remaining site construction to be complete by September 2026.

5. The current R-6 “Single-family Residential 6” district allows a maximum height of 25 feet. The applicant has elected to rezone to the P-O “Professional Office” district which allows a maximum height of 35 feet. The applicant is seeking a variance to allow a maximum height of 45 feet. If the property ceases to operate as a school in the future, the P-O district allows small-scale professional and medical offices that would be compatible with the surrounding single-family neighborhood.

6. According to the applicant’s exhibits, a portion of the building on the north and west side will be two-stories (34.5 feet) with a minimum 45-foot setback from the adjacent residential property line. Additionally, two 10-foot tall “clerestories” are proposed on top of the building. A “clerestory” is a high section of wall that is an architectural feature that contains windows above eye-level. Its purpose is to allow light, fresh air, or both.

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<td>Maximum Height Sec. 2.5.4 (e)(1)</td>
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<td>35 feet, plus an additional 10 feet (45 feet total) for one or more clerestories.</td>
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7. The first story of the building will be set back 25 feet from the nearest residential property line. **The second story will be set back at least 45 feet from the nearest residential property line.**

8. Staff from Traffic and Transportation, Fire, Water Utilities, and CIP have reviewed the request and have no objections to the zoning request. However, the following departments made informational comments:
   a. **Traffic and Transportation:** A Traffic Management Plan will need to be approved before The Traffic Department can support a building permit.
   b. **Fire Department:** Any building permit must comply with the provisions of the 2021 International Fire Code (Ord. 2023-10699), including:
      i. Sec. 501.4 Timing of Installation;
      ii. Sec. 503.4: Obstruction of fire apparatus access roads;
      iii. Sec. D105-1: Where required:
      iv. Sec. D105-2: Width; and
      v. Sec. D.103: Proximity to Building

9. The Irving ISD had a citizen design committee of 40 people working on this site specifically prior to the passage of the 2023 Bond Election.

10. Since there is a significant (minimum 45 -ft.) setback of the 2nd floor from adjacent residential, and since the two clerestories will not allow people inside the building to see into the adjacent residential properties, staff can support this request.

11. A total of 79 public notices were mailed. Staff has received one (1) response in support and none in opposition to this request.

**Staff Recommendation**

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

**ADDITIONAL COMMENTS:**

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<td>Certificate of Interested Parties (Form 1295) Required:</td>
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**ATTACHMENTS:**

- Exhibit A: Legal Description (PDF)
- Exhibit B: Site Plan (PDF)
- Vicinity Map (PDF)
- Aerial Map (PDF)
- CURRENT YEAR FINANCIAL IMPACT: 

NONE

- REVISION INFORMATION:

Prepared:  2/19/2024 02:42 PM by Kenneth Bloom
Last Updated:  3/6/2024 03:25 PM by Kenneth Bloom
ORDINANCE NO. (ID # 14442)

ZONING CASE NO. 2024-25-ZC
ZONING CLASSIFICATION – S-P-2

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF IRVING, TEXAS NO 2020-10370 BY REZONING A TRACT OF LAND OUT OF THE GEORGE W. PARSONS SURVEY, ABSTRACT NO. 1136, PAGE 468, LOCATED AT 2931 CONFLANS ROAD FROM R-6 “SINGLE-FAMILY RESIDENTIAL 6” TO S-P-2 (P-O) “GENERALIZED SITE PLAN – PROFESSIONAL OFFICE”; PROVIDING FOR SPECIAL CONDITIONS AND REGULATIONS RELATIVE TO LAND USE; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR CONFLICT RESOLUTION, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PENALTY, AND AN EFFECTIVE DATE.

WHEREAS, after proper notice and public hearing the Planning and Zoning Commission considered the zoning amendment and recommended approval on March 4, 2024; and

WHEREAS, after proper notice and public hearing, and upon consideration of the recommendation of the Planning and Zoning Commission and of all testimony and information submitted during the public hearing, the City Council has determined that the zoning change is in accordance with the comprehensive plan, complies with all legal requirements, is in the best interest of the public, and is for the purpose of promoting the health, safety, morals, and general welfare of the citizens and protecting and preserving places and areas of historical, cultural, or architectural importance and significance; and

WHEREAS, among other things, the City Council considered the following factors: safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site; safety from fire hazards, and measures of fire control; protection of adjacent property from flood or water damage; noise producing elements; glare of vehicular and stationary lights and effect of such lights on established character of the neighborhood; street size and adequacy of pavement width for traffic reasonably expected to be generated by the proposed use around the site and in the immediate neighborhood; adequacy of parking, as determined by requirements of this ordinance for off-street parking facilities, location on ingress/egress points for parking and off-street loading spaces, and protection of public health by surfacing on all parking areas to control dust; and such other measures as will secure and protect public health, safety, morals, and general welfare.

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

SECTION 1. That the Irving City Council hereby approves Zoning Case 2024-25-ZC, changing the zoning classification of certain property located at 2931 Conflans Road, described in Exhibit A attached hereto, from R-6 “Single-family Residential 6 to S-P-2 (P-O) “Generalized Site Plan – Professional Office”.

SECTION 2. That the change approved in Section 1 is granted subject to the following:

a) That development and use shall be in conformance with Exhibit B: Site Plan attached hereto and made a part hereof for all purposes, which reflects a deviation from the
requirements of Section 2.5.4 of the City of Irving Unified Development Code (Professional Office (P-O)) as follows:

i) An increase to the maximum height allowing a maximum height of a clerestory architectural feature to be ten (10) feet tall or 45 feet above the ground; and

ii) An increase to the minimum side and rear yard building setbacks requiring a minimum 25-foot first-story building setback and a 45-foot second-story building setback.

b) That development and use shall be in conformance with all applicable laws, ordinances, and regulations.

c) That a true and correct copy of the site plan attached hereto shall be retained by the Department of Planning of the City of Irving.

SECTION 3. That the official zoning map of the City of Irving be changed to reflect the zoning classification established by this Ordinance.

SECTION 4. That this ordinance shall be cumulative of all other ordinances of the City of Irving affecting zoning and shall not repeal any of the provisions of said ordinances except in those instances where provisions of those ordinances are inconsistent or in direct conflict with the provisions of this ordinance.

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

SECTION 6. That nothing in this ordinance shall be constructed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or prior ordinance; nor shall any legal right or remedy of any character be lost, impaired, or affected by this ordinance.

SECTION 7. That any person violating or failing to comply with any provisions of this ordinance shall be fined, upon conviction, not less than one dollar ($1.00) nor more than two thousand dollars ($2,000.00), and each day any violation or noncompliance continues shall constitute a separate offense.

SECTION 8. That this ordinance shall take effect immediately upon its passage.
EXHIBIT A: LEGAL DESCRIPTION
2024-25-ZC

BEING 9.734 acres of land situated in the George W. Parsons Survey, Abstract No. 468, City of Irving, Dallas County, Texas, and being the remainder of that certain tract of land described in the deed to the Irving Independent School District (Irving I.S.D.), as recorded in Volume 4331, Page 420, Deed Records of Dallas County, Texas (D.R.D.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at the northeast corner of said Irving I.S.D. tract, also being the southeast corner of Lot 1, Block 2, Oak Park Addition, an addition to the City of Irving, Dallas County, Texas, as filed in Volume 29, Page 271, Plat Records of Dallas County, Texas (P.R.D.C.T.), and also being in the west Right-of-Way (R-O-W) line of King Richard Street (50’ in width);

THENCE S 00°36’25” E, along the east line of said Irving I.S.D. tract, and along the west R-O-W line of said King Richard Street, a distance of 642.50 feet to the southeast corner of the remainder of said Irving I.S.D. tract, also being the intersection of the west R-O-W line of said King Richard Street, with the north R-O-W line of Conflans Road (variable width), and also being the northeast corner of a 17.5’ strip of R-O-W dedicated to the City of Irving, as recorded in Volume 4401, Page 343, D.R.D.C.T.;

THENCE S 89°56’35” W, along the south line of the remainder of said Irving I.S.D. tract, and along the north R-O-W line of said Conflans Road, and north line of said R-O-W dedication strip, a distance of 660.00 feet to the southwest corner of the remainder of said Irving I.S.D. tract, also being the northwest corner of said R-O-W dedication strip, and also being in the east line of Lot 8, Block 2, Ridgecrest Manor Addition, an addition to the City of Irving, Dallas County, Texas, as filed in Volume 50, Page 119, P.R.D.C.T.;

THENCE N 00°36’25” W, along the west line of said Irving I.S.D. tract, and along the east line of said Lot 8, also passing along the east line of Lots 9 thru 17, of said Block 2, Ridgecrest Manor Addition, a distance of 642.50 feet to the northwest corner of said Irving I.S.D. tract, being in the east line of said Lot 17, Block 2, Ridgecrest Manor Addition, and also being the southwest corner of Lot 10, of said Block 2, Oak Park Addition;

THENCE N 89°56’35” E, along the north line of said Irving I.S.D. tract, and along the south line of said Lot 10, Block 2, Oak Park Addition, also passing along the south line of Lots 1 thru 9, of said Block 2, Oak Park Addition, a distance of 660.00 feet to the POINT OF BEGINNING and containing 424,030 square feet or 9.734 acres of land.

"This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."
Geographic Information Systems (GIS) Disclaimer/Limitation of Liability:
This product is for informational purposes and may not have been prepared for
or be suitable for legal, engineering, or surveying purposes. It does not represent
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the geographic data herein are provided "as is" without warranty of any kind, either
expressed or implied. Use of the information is the sole responsibility of the user.
City of Irving
Aerial View Map
No: 2024-25-ZC

Date: Monday, January 29, 2024

Geographic Information Systems (GIS) Disclaimer/Limitation of Liability:
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Property Under Consideration

200 Ft Notification Boundary

City of Irving
Notification Map
Zoning Case
No: 2024-25-ZC

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Date: Monday, January 29, 2024

100 Feet
1:2,400

Attachment: Property Owner Notification Map (14442 : 56 - 2024-25-ZC)
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**City of Irving**

**Notification List**

**Zoning Case No: 2024-25-ZC**

Date: Monday, January 29, 2024
February 5, 2024

Mr. Kenneth Bloom  
Planning Manager  
City of Irving  
825 W Irving Blvd  
Irving, TX 75060

RE: Letter of Intent Zoning Case #2024-25-ZC  
2931 Conflans Rd.

Dear Mr. Bloom,

Irving ISD is requesting that the property listed above be rezoned from its current zoning of R-6 “Single-family Residential 6” to S-P-2 (P.O.) “Generalized Site Plan – Professional Office”. The purpose of this request is to accommodate the new (replacement) Barton Elementary School. The current Barton Elementary School will remain in use until the construction of a new building is complete. The old building will be demolished once the new building is in operation. The requested zoning has been discussed with staff and fits with the current and intended use of the site.

Along with the rezoning, a variance has been requested for Section 2.5.4(e)(1) of the Unified Development Code, which states that the maximum height of building shall be 35’. Irving ISD is asking for a variance to this section to accommodate the proposed building height of 45’. From previous meetings with City staff, we are of the understanding that the maximum building height does not include any roof screening.

Irving ISD asks that City of Irving consider and approve the request for rezoning and a variance to the maximum building height in the P-O zoning District. Please feel free to contact our office with any questions or concerns.

Sincerely,

Jennifer Ryken, P.E., C.F.M.  
Senior Project Manager
Applicant's Preliminary Logistics Plan

Barton Elementary School Replacement
Preliminary Logistics Plan
Applicant's 3-D Model
Applicant's Rendering of a Clerestory
PUBLIC COMMENT FORM
2024-25-ZC – 2931 Conflans Rd.
(Please type or use black ink)

Planning Department
PO Box 152288
Irving, Texas 75015-2288
or planning@cityofirving.org

☑️ I am FOR the requested zoning as explained on the attached public notice for Zoning Case #2024-25-ZC.

☒ I am AGAINST the requested zoning as explained on the attached public notice for Zoning Case #2024-25-ZC.

Date, Location & Time of:

PLANNING & ZONING COMMISSION MEETING: Monday, March 4, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, March 21, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Julia Clark & Jeff Cornish
(address print)
Address: 703 Bunn Dr.
Irving, TX 75061

Tax Account (DCAD) Number (if shown on enclosed map):

Signature: Julia

Date: 2/28/24

Phone (optional):

Please provide comments explaining the reasons for your support or opposition:

If plans presented by architects at Town Hall remain true regarding sightline & height of windows to maintain privacy & building being more than 50 feet from our property lines, we support increased height to accommodate more students.

KB
2.5.4 Professional Office (P-O).

In a P-O professional office district no land shall be used and no building shall be erected for or converted to any use other than:

a) **Principal uses:** The following uses shall be permitted as principal uses:
   1) Administrative, executive and editorial offices for business, professional or industrial organizations.
   2) Financial offices such as banks, savings and loan associations, mortgage bankers and insurance offices.
   3) Governmental buildings and uses.
   4) Prescription pharmacy.
   5) Medical and dental clinics.
   6) Medical and dental laboratories, but not including the manufacture of pharmaceutical or other products for general sale or distribution.
   7) Professional offices for the conduct of the following professional and semi-professional occupations: accountant, architect, attorney, dentist, engineer, insurance agent, real estate agent, personal or family counselor, chiropractor, physical therapist, physician, public secretary, surgeon; or any other office or profession which is of the same general character as the foregoing, but excluding animal grooming salons, dog kennels, funeral homes, veterinarian and veterinary hospitals.
   8) Public institutions and nonprofit institutions of an educational, religious or cultural type, but excluding corrective institutions and hospitals.
   9) Public utility uses.
   10) Schools and studios for art, dancing, drama, music, photography, interior decorating or reducing.
   11) Public and private noncommercial recreational areas and facilities such as public parks, country clubs and golf courses, excluding miniature golf courses and driving ranges.

b) **Accessory uses:** The following uses shall be permitted as accessory uses, provided that such use shall be located not less than twenty (20) feet from any street right-of-way.
   1) Mechanical equipment no nearer than one hundred twenty (120) feet to any principal building used for single-family residence within an R-40, R-15, R-10, R-7.5, or R-6 district.
   2) Garbage storage no nearer than thirty (30) feet to a developed lot in an R-40, R-15, R-10, R-7.5, or R-6 district used as a single-family dwelling.
   3) Provisions for the parking of automobiles provided that such provisions within sixty (60) feet of a developed lot in any "R" district shall be separated from said lot by a blind fence or wall at least six (6) feet high.

c) **Parking regulations:**
2.5.4 Professional Office (P-O).

1) Off-street parking shall be provided in accordance with the provisions of this ordinance and other applicable ordinances of the city.

2) That a minimum of eight (8) parking spaces be provided for each development up to one thousand (1,000) square feet of floor space and that one additional space be provided for each additional three hundred (300) square feet or portion thereof.

d) **Area regulations:** The following minimum requirements shall be required:

1) Depth of front yard: 30 feet
2) Depth of rear yard: 25 feet
3) Width of side yard: 10 feet
4) Width of lot: 60 feet
5) Depth of lot: 100 feet
6) Distance between detached buildings: 12 feet

e) **Height and area regulations:** The following maximum height and area regulations shall be observed:

1) Height of principal structure: 35 feet maximum
2) Height of accessory use structure: 35 feet maximum
3) Lot coverage by buildings: 40 percent
4) Lot coverage by buildings, driveways, and parking spaces: 70 percent

**FROM:** R-6 “Single-family Residential 6”  
**TO:** S-P-2 (P-O) “Generalized Site Plan – Professional Office” with variance to the maximum building height

Chair Skinner read the item into the record. He then called on the applicant.

Phillip Varughese, 5237 North Riverside, #100, stated Irving ISD will be replacing the existing campus, and he was available to answer questions. They understand from city staff that a zoning change was required as there were variances to the existing zoning.

Commissioner Haacke asked about the clerestory lighting and if there would be any disruptions for the immediate neighbors.

Idaliza Camacho, Huckabee, Inc., was present to advise that no additional lighting should be added. The purpose of the clerestory is to bring in natural lighting into the classroom collaboration areas. They will be conducting a photometrics analysis to ensure that no light will trespass off the property.

Chair Skinner asked regarding the north and west sides and what type of communication has been provided to the residents. Phillip Varughese advised that the school held a town hall meeting where almost 200 parents and students were present and were provided status reports on the proposal.

Chair Skinner called for individuals wishing to speak in favor of this item. There was no one to speak in favor of this item. He then called for individuals wishing to speak in opposition. There was no one to speak in opposition to this item.

Discussion was closed to the floor and returned to the Commission for their consideration and a motion.

Commissioner Lightfoot moved to forward Zoning Case #2024-25-ZC to the City Council with a recommendation of **approval**. Commissioner Reyes seconded the motion. There was no discussion of the motion. The motion carried unanimously.

**Ayes:** Joshua Skinner, Debbi Haacke, Priscilla Vigliante, Daniel Denny, Alicia Reyes, Ricky Lightfoot, Gerald Sanguino

**Absent:** Terry Prichard, April Myrick

Discussion Time: 5 minutes
AGENDA ITEM SUMMARY

Meeting: 3/21/2024
Recommending Department: Planning

Ordinance -- 2024-28-ZC - Considering a Zoning Change from S-P-1 "Detailed Site Plan" for Hotel Uses and S-P-1 (C-C) "Detailed Site Plan - Community Commercial" and Hotel Uses to S-P-2 (C-C) "Generalized Site Plan - Community Commercial" and Hotel Uses with Variances to the Hotel Development Standards - 4500 and 4700 Plaza Drive

Administrative Comments

1. The Planning and Zoning Commission recommended denial on March 4, 2024 by a vote of 7-0.

   Commissioners in support: Skinner, Haacke, Vigliante, Denny, Lightfoot, Reyes, Sanguino

   Commissioners in opposition: None

   Commissioners absent: Prichard, Myrick

2. Owner: Kriya Hotels

   Applicant/Agent: ADR Designs LLC

3. The subject property is a 2.69-acre tract that is currently developed with a hotel. The applicant is proposing to expand the existing hotel.

4. The subject property was recently replatted to combine two lots. The western portion of the new lot contains the existing hotel. The eastern 0.69-acre portion of the new lot is vacant.

5. In 2019, the eastern (vacant) portion of the property was rezoned S-P-1 (C-C) "Detailed Site Plan – Community Commercial" and Hotel uses. The previous owner originally intended to build a separate hotel. The current owner would now like to expand the existing hotel onto the eastern portion of the property. The applicant is requesting variances to permit a hotel as a use in the C-C zoning district, to the total number of required guest rooms, and to the total square footage of required meeting space.

6. The existing 4-story hotel contains 56,480 square feet and is proposing an expansion of 22,253 square feet for a total of 78,733 square feet. This is a 39% increase in the building area.

7. The expansion increases the number of rooms from 92 to 132 rooms. All existing rooms and proposed rooms will include a kitchenette and cater to extended stay customers or families who need a larger space.

8. The parking requirements for hotels have changed since the original hotel was approved and, while the hotel originally required a variance from the parking standards, the number of parking spaces provided with the expansion will be 149 spaces, exceeding the minimum requirement of 106 parking spaces.

9. The hotel was originally approved to have 1,300 square feet of meeting space, which was a variance to the requirement of 5,000 square feet. The meeting space
requirement was not changed in 2022. The applicant is requesting an additional variance to reduce the meeting space to 785 square feet.

10. The applicant maintains that due to the extended stay nature of the hotel and the increased use of online meetings, their need for physical meeting space has declined. However, they are proposing to expand their lobby to include more flex workspace as well as upgrading their audio/video capabilities for clients to work virtually when necessary.

11. The approved variances for the existing hotel approved in 2011, and the proposed variances for the expanded hotel are summarized below:

<table>
<thead>
<tr>
<th>Hotel Development Standards (Sec. 3.10)</th>
<th>Approved S-P-1 (2019)</th>
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<th>Current Request (Variance)</th>
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<td>Minimum Number of Rooms</td>
<td>92 (108 room variance)</td>
<td>200</td>
<td>132 (-68 rooms)</td>
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<td>Minimum Size of Meeting Space</td>
<td>1,300 sq. ft. (-3,700 sq. ft.)</td>
<td>5,000 sq. ft.</td>
<td>785 sq. ft. (-4,215 sq. ft.)</td>
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<td>Required Parking</td>
<td>95 spaces (-10 spaces)</td>
<td>105 (2019) 106 (2022)</td>
<td>149 spaces provided (No Variance Required)</td>
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12. The development will comply with all other requirements of the C-C “Community Commercial” zoning district and the Hotel Development Standards.

13. Staff from Traffic and Transportation, Fire, Water Utilities, Inspections, and CIP have reviewed the request and indicated no objections to this zoning request.

14. Staff cannot support the further reduction in meeting space and cannot support any variances to existing hotels that do not bring the hotel into further compliance with Section 3.10 (Hotel Development Standards) as adopted by the City Council on April 21, 2022.

15. A total of 11 public notices were mailed. No responses have been received in support of or in opposition to this request.

16. On March 8, the applicant submitted a request for indefinite postponement. If granted by the City Council, the case will need to be re-advertised prior to any future public hearing.

**Staff Recommendation**

The ordinance be indefinitely postponed.

**ADDITIONAL COMMENTS:**

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

- Exhibit A - Legal Description (PDF)
- Exhibit B - Site Plan (PDF)
- Vicinity Map (PDF)
- Aerial Map (PDF)
- Future Land Use Map (PDF)
- Surrounding Zoning Map (PDF)
- Property Owner Notification Map (PDF)
- Property Owner Notification List (PDF)
- Applicant Letter of Intent (PDF)
- Sec. 2.5.7 - Community Commercial (C-C) District (PDF)
- Sec. 3.10 - Hotel Development Standards (PDF)
- Applicant's Request for Indefinite Postponement (PDF)
- Draft P&Z Minutes - 03-04-24 (PDF)

CURRENT YEAR FINANCIAL IMPACT:
NONE

REVISION INFORMATION:

Prepared: 2/19/2024 02:43 PM by Kenneth Bloom
Last Updated: 3/12/2024 04:38 PM by Kenneth Bloom
ORDINANCE NO. (ID # 14443)

ZONING CASE NO. 2024-28-ZC
ZONING CLASSIFICATION – S-P-2

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF IRVING, TEXAS NO 2020-10370 BY REZONING A TRACT OF LAND OUT OF THE FRAZER HOTEL ADDITION, LOCATED AT 4500 AND 4700 PLAZA DRIVE FROM S-P-1 “DETAILED SITE PLAN” FOR HOTEL USES AND S-P-1 (C-C) “DETAILED SITE PLAN – COMMUNITY COMMERCIAL” AND HOTEL USES TO S-P-2 (C-C) “GENERALIZED SITE PLAN – COMMUNITY COMMERCIAL” AND HOTEL USES; PROVIDING FOR SPECIAL CONDITIONS AND REGULATIONS RELATIVE TO LAND USE; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR CONFLICT RESOLUTION, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PENALTY, AND AN EFFECTIVE DATE.

WHEREAS, after proper notice and public hearing the Planning and Zoning Commission considered the zoning amendment and recommended denial on March 4, 2024; and

WHEREAS, after proper notice and public hearing, and upon consideration of the recommendation of the Planning and Zoning Commission and of all testimony and information submitted during the public hearing, the City Council has determined that the zoning change is in accordance with the comprehensive plan, complies with all legal requirements, is in the best interest of the public, and is for the purpose of promoting the health, safety, morals, and general welfare of the citizens and protecting and preserving places and areas of historical, cultural, or architectural importance and significance; and

WHEREAS, among other things, the City Council considered the following factors: safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site; safety from fire hazards, and measures of fire control; protection of adjacent property from flood or water damage; noise producing elements; glare of vehicular and stationary lights and effect of such lights on established character of the neighborhood; street size and adequacy of pavement width for traffic reasonably expected to be generated by the proposed use around the site and in the immediate neighborhood; adequacy of parking, as determined by requirements of this ordinance for off-street parking facilities, location on ingress/egress points for parking and off-street loading spaces, and protection of public health by surfacing on all parking areas to control dust; and such other measures as will secure and protect public health, safety, morals, and general welfare.

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

SECTION 1. That the Irving City Council hereby approves Zoning Case 2024-28-ZC, changing the zoning classification of certain property located at 4500 and 4700 Plaza Drive, described in Exhibit A attached hereto, from S-P-1 “Detailed Site Plan” for Hotel uses and S-P-1 (C-C) “Detailed Site Plan – Community Commercial” and Hotel uses to S-P-2 (C-C) “Generalized Site Plan – Community Commercial” and Hotel uses.

SECTION 2. That the change approved in Section 1 is granted subject to the following:
a) That development and use shall be in conformance with Exhibit B: Site Plan attached hereto and made a part hereof for all purposes, which reflects a deviation from the requirements of Section 3.10 of the City of Irving Unified Development Code (Hotel Development Standards) as follows:

i) A decrease to the minimum room count allowing a minimum of 132 rooms; and

ii) A decrease to the minimum combined meeting room space allowing a minimum combined meeting room space of 785 square feet.

b) That development and use shall be in conformance with all applicable laws, ordinances, and regulations.

c) That a true and correct copy of the site plan attached hereto shall be retained by the Department of Planning of the City of Irving.

SECTION 3. That the official zoning map of the City of Irving be changed to reflect the zoning classification established by this Ordinance.

SECTION 4. That this ordinance shall be cumulative of all other ordinances of the City of Irving affecting zoning and shall not repeal any of the provisions of said ordinances except in those instances where provisions of those ordinances are inconsistent or in direct conflict with the provisions of this ordinance.

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

SECTION 6. That nothing in this ordinance shall be constructed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or prior ordinance; nor shall any legal right or remedy of any character be lost, impaired, or affected by this ordinance.

SECTION 7. That any person violating or failing to comply with any provisions of this ordinance shall be fined, upon conviction, not less than one dollar ($1.00) nor more than two thousand dollars ($2,000.00), and each day any violation or noncompliance continues shall constitute a separate offense.

SECTION 8. That this ordinance shall take effect immediately upon its passage.
EXHIBIT A: LEGAL DESCRIPTION

ZONING CASE: 2024-28-ZC - S-P-2 (C-CFWY) and Hotel uses

Being all of Lot 1R, Block A, Frazer Hotel Addition
City of Irving
Surrounding Zoning Map
Zoning Case
No: 2024-28-ZC

Date: Monday, January 29, 2024

Geographic Information Systems (GIS) Disclaimer/Limitation of Liability:
This product is for informational purposes and may not have been prepared for
or be suitable for legal, engineering, or surveying purposes. It does not represent
an on-the-ground survey and represents only the approximate relative location
of property boundaries and other geographic features. All data, specifically including
the geographic data herein are provided "as is" without warranty of any kind, either
expressed or implied. Use of the information is the sole responsibility of the user.

Packet Pg. 586

Attachment: Surrounding Zoning Map (14443 : 56 - 2024-28-ZC)
Geographic Information Systems (GIS) Disclaimer/Limitation of Liability:
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries and other geographic features. All data, specifically including the geographic data herein are provided "as is" without warranty of any kind, either expressed or implied. Use of the information is the sole responsibility of the user.

Date: Monday, January 29, 2024

City of Irving
Notification Map
Zoning Case
No: 2024-28-ZC

200 Ft Notification Boundary
Property Under Consideration
# City of Irving

**Notification List**

**Zoning Case No:** 2024-28-ZC

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</tbody>
</table>
Subject: Request for Variance Regarding Meeting Space Requirements for Hotel Project

Dear Members of the Planning & Zoning Committee,

I am writing to request a variance for the meeting space requirements outlined by the City of Irving for our hotel project. Our proposal involves the addition of 40 additional guest rooms to our existing hotel.

Our hotel, situated in close proximity to the airport, caters primarily to transient travelers, making it an integral part of the hospitality infrastructure serving the needs of travelers passing through the area. As such, the demand for traditional meeting spaces within our establishment is considerably low. Furthermore, our hotel operates as an extended stay facility, with each guest room already equipped with large personal workspaces, catering to the evolving needs of modern travelers.

The landscape of business meetings and gatherings has undergone significant transformation in the wake of the pandemic. With the widespread adoption of virtual communication platforms such as Zoom and Microsoft Teams, the reliance on physical meeting spaces has diminished considerably. Recognizing this shift, we are adapting our facilities and technologies to better align with the changing needs of our guests.

As part of our proposed expansion, we intend to reconfigure our lobby area that incorporates a flexible space that can accommodate small group gatherings and collaborative sessions. This versatile "flex space" concept will serve as a multifunctional area capable of meeting the diverse needs of our guests, whether it be for informal meetings, networking sessions, or collaborative work sessions.

We believe that this approach not only optimizes the utilization of our existing space but also reflects the evolving trends in hospitality and business practices. By repurposing our lobby area into a dynamic and adaptable environment, we aim to enhance the overall guest experience while remaining responsive to the changing dynamics of the hospitality industry.

We kindly request your consideration and support for the variance outlined above. Should you require any further information or clarification regarding our proposal, please do not hesitate to contact us. We are committed to working closely with the City of Irving to ensure that our hotel project aligns with local regulations and enhances the community in which we operate.

Thank you for your time and attention to this matter.

Sincerely,

Raj Chudasama
Managing Partner, Kriya Hotels
972.821.2781
raj@krivahotels.com
2.5.7 Community Commercial (C-C).

In a C-C community commercial district no land shall be used and no building shall be erected or converted to any use other than:

a) **Principal uses:** The following uses shall be permitted as principal uses:
   1) Any use permitted in a P-O professional office district or C-N neighborhood commercial district subject to the regulations of this district.
   2) Ambulance service.
   3) Hospital.
   4) Automobile repair garage.
   5) Mortuary and funeral home.
   6) Motion picture theater within an enclosed building.
   7) Office building.
   8) Public storage garages.
   9) Taxi dispatch office.
  10) Wholesale office and business completely within an enclosed building, but excluding warehouse storage.
  11) Any commercial business or service not included in any of the foregoing districts, excluding hotel/motel operations, provided that such uses shall be completely enclosed within an enclosed building and are not noxious or offensive by reason of the emission of odor, dust, gas fumes, noise or vibration, and provided that no warehousing or manufacturing or treatment of products or equipment shall be permitted, except such as is clearly incidental to the conduct of a permitted use.

b) **Accessory uses:** The following uses shall be permitted as accessory uses:
   1) Private garage.
   2) Swimming pool no nearer than one hundred twenty (120) feet to any principal building used for single-family residence within an R-40, R-15, R-10, R-7.5, or R-6 district.
   3) Mechanical equipment no nearer than one hundred twenty (120) feet to any principal building used for single-family residence within an R-40, R-15, R-10, R-7.5, or R-6 district.
   4) Garbage storage no nearer than thirty (30) feet to a developed lot in an R-40, R-15, R-10, R-7.5, or R-6 district used as a single-family dwelling.
   5) Provisions for the parking of automobiles provided that such provisions within sixty (60) feet of a developed lot in an "R" district shall be separated from said lot by a blind fence or wall at least six (6) feet high.

c) **Parking regulations:** Off-street parking shall be provided in accordance with the provisions of this ordinance and other applicable ordinances of the city.
d) **Area regulations:** The following minimum requirements shall be required:

1) Depth of the front yard: none

2) Depth of rear yard: none, where no windows or other openings for light face the rear yard or rear lot line. In all other cases, one of the following, whichever is least: 5 feet plus the building height at that point; or one-half the length of the side of the building at that point.

3) Width of side yard: none, where no windows or other openings for light face the side yard or side lot line. In all other cases, one of the following, whichever is least: 5 feet plus the building height at that point; or one-half the length of the side of the building at that point.

4) Width of lot: 80 feet

5) Depth of lot: 80 feet

6) Distance between detached buildings: 10 feet, where no windows or other openings for light face upon the space between buildings. In all other cases, one of the following, whichever is least: 10 feet plus the sum of the two (2) building heights at those points which establish the distance between; or one-half the smallest building side forming space between.

e) **Height and area regulations:** The following maximum height and area regulations shall be observed:

1) Height of structure: one-half shortest distance between the structure and the nearest developed lot in an R-40, R-15, R-10, R-7.5, R-6 or A district used as a single-family residence.

2) Lot coverage by buildings: 50 percent

3) Lot coverage by buildings, driveways and parking spaces: 100 percent
3.10 Hotel Development Standards.

3.10.1 Applicability. The standards and criteria contained within this section are deemed to be minimum standards, and shall apply to all new hotel and/or motel construction, and renovation or reconstruction of existing hotels and/or motels the value of which renovation or reconstruction exceeds fifty (50) percent of the current improvement value as shown on the most current City of Irving tax roll.

3.10.2 Minimum Standards.

a) Building materials. All new construction shall be in conformance with section 3.4 "Commercial Design Standards" of the Unified Development Code.

b) Site Design.

1) All outside equipment such as air conditioners, pool equipment, satellite dishes over thirty-six (36) inches high, etc., shall be screened from view from any adjacent street by a solid fence or dense shrubbery/landscaping.

2) Any parking designated for trucks, recreational vehicles and other large vehicles shall be placed in a location which is not adjacent to either any street or to any residentially zoned property.

3) A minimum seven (7) foot solid masonry screening fence shall be provided adjacent to any property line abutting residentially zoned or used land, with a landscaped area of a minimum depth of ten (10) feet inside the fence, including, at a minimum, trees from the city's tree list spaced at a maximum of thirty (30) feet for the length of the abutting property line.

4) Parking. Parking shall be provided in accordance with the following standards: 0.70 space per guest room, plus one (1) space for each one hundred twenty-five (125) square feet of meeting/conference room area.

c) Building design.

1) Building articulation shall be included on all facades.

2) A porte-cochere or other covered area shall be provided immediately adjacent to the building entrance nearest the registration desk with an area for temporary parking of at least two (2) vehicles underneath the covered area for guests checking in or out.

3) All units shall be accessed from an interior hallway, except for first floor units which may have direct access from an interior courtyard or swimming pool area instead of, or in addition to, hallway access.

4) Exterior balconies shall not be allowed within two hundred (200) feet of any residentially zoned property unless they are located in an interior courtyard or are physically separated or screened from the residentially zoned property by another building or portion of a building.

5) Height. Hotels built within the Urban Business Overlay and Planned Unit Development 6 (PUD 6) shall be a minimum of seven (7) stories.

d) Interior design.

1) Each guest room shall have a minimum area of three hundred (300) square feet including sleeping area, bathroom, and closet space.
Part II - UNIFIED DEVELOPMENT CODE
Chapter 3: Performance Standards for Selected Uses

3.10 Hotel Development Standards.

2) Each guest room shall be fully furnished with a minimum of a bed, clothes dresser, chair, table, bath or shower, sink, toilet, telephone, and television.

3) A lounge or waiting area with a minimum area of five hundred (500) square shall be provided. Atriums or other open areas may be counted as waiting area if seating is provided.

4) A lobby area (not counting the work area for hotel or motel employees) which is designed as part of the check-in/out area for guests with a minimum size of five hundred (500) square feet. The lobby and lounge/waiting areas may be designed as a single space but in such case the area shall be a minimum of one thousand (1,000) square feet. The lobby check-in/out area (registration desk) shall be open and unobstructed.

5) All hotels or motels shall provide meeting or conference rooms with a combined minimum area of five thousand (5,000) square feet. Individual guest rooms cannot be counted as meeting rooms.

6) All hotels or motels shall provide recreational facilities with a minimum combined area of one thousand (1,000) square feet such as, but not limited to, swimming pool, exercise rooms, sport courts, spas, or game areas.

7) All hotels or motels shall provide a minimum of two hundred (200) sleeping rooms.

8) All hotels and motels shall provide a minimum of continental breakfast to hotel guests and a convenience retail market or pantry with food items available for purchase twenty-four (24) hours, which shall include frozen foods and meals.

e) Guest services.

1) Daily housekeeping service shall be available to every guest room at no extra charge.

2) Staffing shall be available twenty-four (24) hours per day to provide check-in/out services, custodial or maintenance response, or other guest services.

f) Zoning approvals.

1) Where not permitted by right within an Overlay District, Hotels and motels are allowed only by Site Plan zoning approval, either Site Plan One (S-P-1) Detailed Site Plan or Site Plan Two (S-P-2) Generalized Site Plan, as applicable. As part of any application for a zoning change to authorize a hotel or motel use, the city staff, planning and zoning commission and/or city council may request an independent third-party market need study for the particular product segment being proposed.

2) Modifications to the above minimum standards may be requested through the Site Plan zoning process. As part of any such request for modifications to the standards, the city staff, Planning and Zoning Commission and/or city council may request any or all of the following information to assist the staff, commission, and council in determining whether the modifications should be approved:

   a. Product data to include projected daily rate, occupancy, average length of stay (for the brand proposed), and revenue per available room.

   b. Competitive set data to identify brands in the proposed development’s competitive set, and projected daily rate, occupancy, average length of stay, and revenue per available room for the competitive set.
c. Current hotel market segment assessment by an independent third party to determine the market success, financial success, and consumer demand for the proposed development.

d. Any feasibility studies that may have been completed pertaining to the proposed development.

3) The city council reserves the right to approve any request for a hotel development or redevelopment not in keeping with all the requirements set forth herein when in its judgment the proposed project will be of such high quality, innovative design, and/or architectural significance so as to complement surrounding development, satisfy an important market demand, or substantially contribute to the physical, social and/or economic well-being of the community and surrounding region.

(Ord. No. 2022-10580, § 1, 4-21-22)
From: Paresh Patel <paresh@kriyahotels.com>
Sent: Friday, March 8, 2024 11:14 AM
To: Gina Costanza-Grant <ggrant@cityofirving.org>
Cc: Bob Williams

Subject: [External] Re: Re: 2024-28-ZC - S-P-2 (C-C) + Hotel [4700 Plaza Dr] gg

USE CAUTION when clicking links & opening attachments!

Hello Gina,

I presume the postponement fee is the same for April or indefinite? If so let's go with indefinite for the time being. I will reach out to you again if something changes. Thank you!

Regards,

Paresh Patel
Kriya Hotels

2451 W. Grapevine Mills Circle
Grapevine, TX 76051
Office 214.446.6741 ext. 102
Mobile 972.821.2996
Facsimile 866.864.1950
paresh@kriyahotels.com

**FROM:** S-P-1 “Detailed Site Plan” for Hotel uses and S-P-1 (C-C) “Detailed Site Plan – Community Commercial” and Hotel uses

**TO:** S-P-2 (C-C) “Generalized Site Plan – Community Commercial” and Hotel uses with variances to the Hotel Development Standards

Chair Skinner read the item into the record. He then called on the applicant.

Bob Williams, 2549 Walsh Court, general contractors, have built many projects for the owners. They build hotels all around the country, they understand that there have been amendments to the Unified Development Code in the last few years. They understand that there are new regulations to bring in a higher end hotel. They are adding 35 rooms as they currently have 92. Regarding the meeting rooms, they are requesting that variance as the demand for meeting rooms drastically dropped after covid, meetings are held online now. This hotel is adding and remodeling the whole lobby with flex space and gathering area. The demand is not there for the room size and meeting spaces.

Commissioner Haacke feels that they must follow the standards in place, for that reason she cannot support this project.

Commissioner Denny stated that he is persuaded by the recent standards that City Council adopted.

Chair Skinner called for individuals wishing to speak in favor of this item. There was no one to speak in favor of this item. He then called for individuals wishing to speak in opposition. There was no one to speak in opposition to this item.

Discussion was closed to the floor and returned to the Commission for their consideration and a motion.

Commissioner Haacke moved to forward Zoning Case #2024-28-ZC to the City Council with a recommendation of denial. Commissioner Lightfoot seconded the motion. There was no discussion of the motion. The motion carried unanimously.

**Ayes:** Joshua Skinner, Debbi Haacke, Priscilla Vigliante, Daniel Denny, Alicia Reyes, Ricky Lightfoot, Gerald Sanguino

**Absent:** Terry Prichard, April Myrick

Discussion Time: 3 minutes
AGENDA ITEM SUMMARY

Meeting: 3/21/2024  
DOC ID: 14444  
Recommending Department: Planning  
LSR No:

Ordinance -- 2024-30-ZC  - Considering a Zoning Change from M-FW "Freeway" and State Highway 183 Overlay to S-P-2 (FWY) "Generalized Site Plan - Freeway" and Hotel Uses and State Highway 183 Overlay with a Variance to the Minimum Lot Width - 4235 W. Airport Freeway

Administrative Comments

1. The Planning and Zoning Commission recommended approval on March 4, 2024 by a vote of 7-0.

   Commissioners in support: Skinner, Haacke, Vigliante, Denny, Lightfoot, Reyes, Sanguino

   Commissioners in opposition: None

   Commissioners absent: Prichard, Myrick

2. Owners: Judy Hahn and DFW Airport Hospitality

   Applicant/Agent: JDJR Engineers & Consultants, Inc.

3. The subject property is a 3.11-acre tract that is currently developed with a hotel. The applicant is requesting a zoning change to allow a reduction to the minimum lot width to facilitate the subdivision of the property and maintain the existing hotel use and structure.

4. The northern portion of the lot contains a hotel constructed in 1995, prior to any specific hotel development standards. The southern portion of the lot has remained undeveloped.

5. An applicant recently applied for a building permit for a bank on the southern portion of the lot. Staff discovered that the property was conveyed in 2003 and later in 2022 by metes-and-bounds and did not complete the replatting process per state law. No permits can be issued until the lot is legally platted.

6. Additionally, staff discovered that the property had been divided by sale in a way that did not meet the City’s minimum lot width requirements. A 0.86-acre portion of the site with frontage on the State Highway 183 access road was sold, leaving the north portion of the site (with the hotel) having its only access from two “flag” strips that are approximately 32 feet wide. The M-FW district requires a minimum lot width of 80 feet; therefore, a variance is needed for the minimum lot width so that the property can be subdivided. The site plan references the proposed lots in the configuration that they are intended to be replatted.

7. The existing hotel was constructed in the now-repealed M-FW district and prior to the adoption of the City’s Hotel Development standards that went into effect in 2011. At that time, hotels were permitted in the M-FW district. Since the M-FW district is repealed, no new zoning case can use M-FW as a base district, and the closest current alternative is the FWY “Freeway” district.

8. Since the FWY district does not include hotels as permitted use, a variance is
needed to allow the hotel to continue to operate as it was originally approved. A note has also been added that states the Hotel Development Standards will only apply upon renovation or reconstruction as specified in Sec. 3.10.1 “Applicability”.

9. The required variances are summarized below:

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<td>Allowable Uses Sec. 2.5.12 (a)</td>
<td>Hotel is not a permitted use</td>
<td>Hotel is a permitted use; Hotel Development Standards will only apply with renovation or reconstruction</td>
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<td>Minimum Lot Width Sec. 2.5.12 (d)(4)</td>
<td>80 feet</td>
<td>31 feet</td>
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10. Any new development will comply with all other requirements of the FWY “Freeway” zoning district and the State Highway 183 Overlay.

11. Staff from Traffic and Transportation, Fire, Water Utilities, Inspections, and CIP have reviewed the request and indicated no objections to this zoning request.

12. Since the hotel has been operating for many years and is not changing at this time, and since the hotel will still have to comply with the current Hotel Development Standards if the property is redeveloped, staff can support this request.

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

**Staff Recommendation**

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

**ADDITIONAL COMMENTS:**

Contract Required: Review Completed By:
Previous Action: Council Action:
Discretionary Contract Disclosure Form Required:
Certificate of Interested Parties (Form 1295) Required:
TGC 2271 Verification Form Required:
TGC 2274 Verification Form Required:

**ATTACHMENTS:**

- Exhibit A - Legal Description (PDF)
- Exhibit B - Site Plan (PDF)
- Vicinity Map (PDF)
- Aerial Map (PDF)
- Future Land Use Map (PDF)
- Surrounding Zoning Map (PDF)
- Property Owner Notification Map (PDF)
- Property Owner Notification List (PDF)
CURRENT YEAR FINANCIAL IMPACT:
NONE

REVISION INFORMATION:
Prepared: 2/19/2024 02:44 PM by Kenneth Bloom
Last Updated: 3/12/2024 04:30 PM by Kenneth Bloom
ORDINANCE NO. (ID # 14444)

ZONING CASE NO. 2024-30-ZC
ZONING CLASSIFICATION – S-P-2

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF IRVING, TEXAS NO 2020-10370 BY REZONING A TRACT OF LAND OUT OF THE ESTERS/183 ADDITION, LOCATED AT 4235 WEST AIRPORT FREEWAY FROM M-FW “FREeway” AND STATE HIGHWAY 183 OVERLAY TO S-P-2 (FWY) “GENERALIZED SITE PLAN – FREeway” AND HOTEL USES AND STATE HIGHWAY 183 OVERLAY; PROVIDING FOR SPECIAL CONDITIONS AND REGULATIONS RELATIVE TO LAND USE; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR CONFLICT RESOLUTION, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PENALTY, AND AN EFFECTIVE DATE.

WHEREAS, after proper notice and public hearing the Planning and Zoning Commission considered the zoning amendment and recommended approval on March 4, 2024; and

WHEREAS, after proper notice and public hearing, and upon consideration of the recommendation of the Planning and Zoning Commission and of all testimony and information submitted during the public hearing, the City Council has determined that the zoning change is in accordance with the comprehensive plan, complies with all legal requirements, is in the best interest of the public, and is for the purpose of promoting the health, safety, morals, and general welfare of the citizens and protecting and preserving places and areas of historical, cultural, or architectural importance and significance; and

WHEREAS, among other things, the City Council considered the following factors: safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site; safety from fire hazards, and measures of fire control; protection of adjacent property from flood or water damage; noise producing elements; glare of vehicular and stationary lights and effect of such lights on established character of the neighborhood; street size and adequacy of pavement width for traffic reasonably expected to be generated by the proposed use around the site and in the immediate neighborhood; adequacy of parking, as determined by requirements of this ordinance for off-street parking facilities, location on ingress/egress points for parking and off-street loading spaces, and protection of public health by surfacing on all parking areas to control dust; and such other measures as will secure and protect public health, safety, morals, and general welfare.

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

SECTION 1. That the Irving City Council hereby approves Zoning Case 2024-30-ZC, changing the zoning classification of certain property located at 4235 West Airport Freeway, described in Exhibit A attached hereto, from M-FW “Freeway” and State Highway 183 Overlay to S-P-2 (FWY) “Generalized Site Plan – Freeway” and Hotel uses and State Highway 183 Overlay.

SECTION 2. That the change approved in Section 1 is granted subject to the following:

a) That development and use shall be in conformance with Exhibit B: Site Plan attached hereto and made a part hereof for all purposes, which reflects a deviation from the
requirements of Section 2.5.23 of the City of Irving Unified Development Code (Freeway), to wit: a decrease to the minimum lot width allowing a minimum lot width of 31 feet.

b) That development and use shall be in conformance with all applicable laws, ordinances, and regulations.

c) That a true and correct copy of the site plan attached hereto shall be retained by the Department of Planning of the City of Irving.

SECTION 3. That the official zoning map of the City of Irving be changed to reflect the zoning classification established by this Ordinance.

SECTION 4. That this ordinance shall be cumulative of all other ordinances of the City of Irving affecting zoning and shall not repeal any of the provisions of said ordinances except in those instances where provisions of those ordinances are inconsistent or in direct conflict with the provisions of this ordinance.

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

SECTION 6. That nothing in this ordinance shall be constructed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or prior ordinance; nor shall any legal right or remedy of any character be lost, impaired, or affected by this ordinance.

SECTION 7. That any person violating or failing to comply with any provisions of this ordinance shall be fined, upon conviction, not less than one dollar ($1.00) nor more than two thousand dollars ($2,000.00), and each day any violation or noncompliance continues shall constitute a separate offense.

SECTION 8. That this ordinance shall take effect immediately upon its passage.
EXHIBIT A: LEGAL DESCRIPTION

ZONING CASE: 2024-30-ZC - S-P-2 (FWY) with Hotel uses and SH 183 overlay

BEING a 3.11 acre tract of land out of the L.D. Hayes Survey, Abstract Number 662, situated in the City of Irving, Dallas County, Texas, being a tract of land referenced as Tract 1 (0.168 acres) and Tract 2 (0.69 acres) conveyed to Judy Han by Special Warranty Deed of record in Instrument Number 202300182165 of the Official Public Records of Dallas County, Texas, being all of Lot 2, Block A, Esters/183 Addition, a subdivision of record in Volume 94094, Page 2136 of the Plat Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING, at a 5/8” iron rod with yellow plastic cap stamped “HUITT” found in the West right-of-way line of Esters Road (variable width right-of-way), being the Northeast corner of Lot 1, Block A of said Esters/183 Addition and the Southeast corner of Lot 1, Block A, Esters/Rainier-South, a subdivision of record in Volume 83169, Page 6571 of the Plat Records of Dallas County, Texas;

THENCE, S89º10’09”W, along the South line of said Lot 1, Block A of said Esters/Rainier-South, being the common North line of Lot 1, Block A of said Esters/183 Addition, a distance of 219.82 feet to a ½” iron rod with green plastic cap stamped “EAGLE SURVEYING” set for the POINT OF BEGINNING, being the Northwest corner of Lot 1, Block A of said Esters/183 Addition and the Northeast corner of said Lot 2;

THENCE, S00º49’51”E, along the West line of Lot 1, Block A of said Esters/183 Addition, being the common East line of said Lot 2, a distance of 473.73 feet to a 1/2” iron rod with green plastic cap stamped “EAGLE SURVEYING” set in the North right-of-way line of State Highway No. 183 (variable width right-of-way), being the Southwest corner of Lot 1, Block A of said Esters/183 Addition and the Southeast corner of said Lot 2;

THENCE, along the North right-of-way line of said State Highway No. 183, being the common South line of said Lot 2, the following two (2) courses and distances:

1. S89º13’19”W, passing at a distance of 31.65 and X-cut found, being the Southeast corner of said Tract 2, continuing a total distance of 70.05 feet to a 1/2” iron rod with green plastic cap stamped “EAGLE SURVEYING” set;
2. S89º40’50”W, passing at a distance of 183.75 feet an X-cut found, being the Southwest corner of said Tract 2, continuing a total distance of 216.28 feet to a 1/2” iron rod with green plastic cap stamped “EAGLE SURVEYING” set, being the Southeast corner of Lot 3, Block A of said Esters/183 Addition and the Southwest corner of said Lot 2;

THENCE, N00º50’30”W, along the East line of said Lot 3, being the common West line of said Lot 2, a distance of 471.74 feet to a 1/2” iron rod with green plastic cap stamped “EAGLE SURVEYING” set in the South line of Lot 1, Block A of said Esters/Rainier-South, being the Northeast corner of said Lot 3 and the Northwest corner of said Lot 3, from which a 1/2” iron rod found bears S89º10’09”W, a distance of 150.00 feet, being the Northwest corner of said Lot 3;

THENCE, N89º10’09”E, along the South line of Lot 1, Block A of said Esters/Rainier-South, being the common North line of said Lot 2, a distance of 286.41 feet to the POINT OF BEGINNING, containing 3.11 acres or 135,436 square feet of land, more or less.
Geographic Information Systems (GIS) Disclaimer/Limitation of Liability:
This product is for informational purposes and may not have been prepared for
or be suitable for legal, engineering, or surveying purposes. It does not represent
an on-the-ground survey and represents only the approximate relative location
of property boundaries and other geographic features. All data, specifically including
the geographic data herein are provided "as is" without warranty of any kind, either
expressed or implied. Use of the information is the sole responsibility of the user.

City of Irving
Vicinity Map
Zoning Case
No: 2024-30-ZC

Date: Monday, January 29, 2024

1:125,000 Scale

0 6,500 13,000 Feet
Geographic Information Systems (GIS) Disclaimer/Limitation of Liability:
This product is for informational purposes and may not have been prepared for
or be suitable for legal, engineering, or surveying purposes. It does not represent
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the geographic data herein are provided "as is" without warranty of any kind, either
expressed or implied. Use of the information is the sole responsibility of the user.

City of Irving
Aerial View Map
No: 2024-30-ZC

Date: Monday, January 29, 2024
Geographic Information Systems (GIS) Disclaimer/Limitation of Liability:
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Date: Monday, January 29, 2024

City of Irving
Future Land Use Map
Zoning Case
No: 2024-30-ZC

100 0 100 Feet
1:2,400
City of Irving
Surrounding Zoning Map
Zoning Case
No: 2024-30-ZC

Date: Monday, January 29, 2024

Geographic Information Systems (GIS) Disclaimer/Limitation of Liability:
This product is for informational purposes and may not have been prepared for
or be suitable for legal, engineering, or surveying purposes. It does not represent
an on-the-ground survey and represents only the approximate relative location
of property boundaries and other geographic features. All data, specifically including
the geographic data herein are provided "as is" without warranty of any kind, either
expressed or implied. Use of the information is the sole responsibility of the user.
City of Irving
Notification Map
Zoning Case
No: 2024-30-ZC

Date: Monday, January 29, 2024

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LETTER OF INTENT

ZONING CASE: 2024-30-ZC - S-P-2 (FWY) with Hotel uses and SH 183 overlay

The property included within this zoning change request was originally one platted lot. A portion of the platted lot was sold off without the approval of a subdivision replat. The portion that was sold off left the remaining property non-compliant with the current zoning designation. The property is currently zoned M-FW which has a minimum lot width of 80 feet. The non-compliant property has two separate portions of the property with street frontage, and neither portion is 80 feet wide. The purpose of this zoning case is to rezone the property to a current zoning designation with a variance to the minimum lot width, so the property is in compliance with zoning.
PUBLIC COMMENT FORM
(2024-30-ZC – 4235 W. Airport FW.)
*** Please type or use black ink ***

Planning Department
PO Box 152288
Irving, Texas 75015-2288

or planning@cityofirving.org

☑️ I am FOR Zoning Case 2024-30-ZC as explained on the attached public notice.

☐ I am AGAINST Zoning Case 2024-30-ZC as explained on the attached public notice.

Date, Location & Time of:

PLANNING & ZONING
COMMISSION MEETING: Monday, March 4, 2024, 7:00 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, March 21, 7:00 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Rainier 161 Properties LLC
(please print)

Address: 4216 Greenview Drive, Irving TX 75062

Tax Account (DCAD) Number
(if shown on enclosed map):

Signature:

Date: 02/27/2024

Phone (optional):

Please provide comments explaining the reasons for your support or opposition:

________________________________________________________________________

________________________________________________________________________

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GG
2.5.12 Freeway (FWY).

In a FWY freeway district no land shall be used and no building shall be erected for or converted to any use other than:

a) **Principal uses:** The following uses shall be permitted as principal uses:
   1) Cafe, restaurant and cafeteria, including drive-in restaurant.
   2) Experimental testing laboratories.
   3) Experimental laboratories.
   4) Gasoline service station.
   5) Governmental building and uses.
   6) Hospital.
   7) Manufacturing, assembly or packaging of products from previous prepared materials, such as cloth, plastic, paper, leather, precious or semiprecious metals or stones.
   8) Manufacture of electric and electronic instruments and devices, such as televisions, radio and phonograph equipment.
   9) Manufacture of food products, pharmaceuticals and the like, except that such uses shall not include production of fish, or meat products, sauerkraut, vinegar or the like, or the rendering or refining of fats and oils.
   10) Office building.
   11) Private clubs.
   12) Professional and business offices.
   13) Public and private schools.
   14) Public institutions and nonprofit institutions of an educational, religious or cultural type, but excluding correctional institutions.
   15) Warehousing completely within an enclosed building.
   16) Public and private noncommercial recreational areas and facilities such as public parks, country clubs and golf courses, excluding miniature golf courses and driving ranges.

Manufacturing as used in this section shall not be held to include such operations as saw and planing mills, manufacturing uses involving primary production or storage of wood, metal or chemical products from raw materials, construction material, batching yard, foundry type operation, material or auto salvage and/or wrecking operation or other industrial operation not listed.

b) **Accessory uses:** The following uses shall be permitted as accessory uses elsewhere than within a front yard and no nearer than thirty (30) feet to any street right-of-way, except as noted in subsection (5) below.
   1) Private garage.
2) Swimming pool no nearer than one hundred twenty (120) feet to any principal building used for single-family residence within an R-40, R-15, R-10, R-7.5, or R-6 district.

3) Garbage storage no nearer than thirty (30) feet to a developed lot in an R-40, R-15, R-10, R-7.5, or R-6 district used as a single-family dwelling.

4) Mechanical equipment no nearer than one hundred twenty (120) feet to any principal building used for single-family residence within an R-40, R-15, R-10, R-7.5, or R-6 district.

5) Provisions for the parking of automobiles provided that such provisions within sixty (60) feet of a developed lot in any "R" district shall be separated from said lot by a blind fence or wall at least six (6) feet high. Automobile parking may be placed within the fifty-foot front yard setback and no nearer than thirty (30) feet to any street right-of-way if the parking area is screened from the adjacent right-of-way in accordance with 4.5 Landscaping and Trees.

6) Outside storage, provided that such storage shall be completely encompassed by a blind fence or wall at least seven (7) feet high and provided that materials stored shall be stacked no higher than one foot below the top of the fence or wall.

c) Parking regulations: Off-street parking shall be provided in accordance with the provisions of this ordinance and other applicable ordinances of the city.

d) Area regulations: The following minimum requirements shall be required:

1) Depth of front yard: 50 feet

2) Depth of rear yard: none where no windows or other openings for light face the rear yard or rear lot line. In all other cases, one of the following, whichever is least: 5 feet plus the building height at that point; or one-half the sideage of the building at that point.

3) Width of side yard: a minimum side yard of ten (10) feet or ten (10) percent of the width of the lot, whichever is greater, but in no case more than twenty-five (25) feet.

4) Width of lot: 80 feet

5) Depth of lot: 80 feet

6) Distance between detached buildings: 10 feet where no windows or openings for light face upon the space between buildings. In all other cases, one of the following, whichever is least: 10 feet plus the sum of the building heights at those points which establish the distance between; or one-half the smallest building side forming space between but in either event, no less than forty (40) feet.

e) Height and area regulations: The following maximum height and area regulations shall be observed:

1) Height of structures: one-half the shortest distance between the structure and the nearest developed lot in an R-40, R-15, R-10, R-7.5, R-6 or A district used as a single-family residence.

2) Lot coverage by buildings: 50 percent

3) Lot coverage by buildings, driveways and parking spaces: 100 percent
3.10 Hotel Development Standards.

3.10.1 **Applicability.** The standards and criteria contained within this section are deemed to be minimum standards, and shall apply to all new hotel and/or motel construction, and renovation or reconstruction of existing hotels and/or motels the value of which renovation or reconstruction exceeds fifty (50) percent of the current improvement value as shown on the most current City of Irving tax roll.

3.10.2 **Minimum Standards.**

a) **Building materials.** All new construction shall be in conformance with section 3.4 "Commercial Design Standards" of the Unified Development Code.

b) **Site Design.**

1) All outside equipment such as air conditioners, pool equipment, satellite dishes over thirty-six (36) inches high, etc., shall be screened from view from any adjacent street by a solid fence or dense shrubbery/landscaping.

2) Any parking designated for trucks, recreational vehicles and other large vehicles shall be placed in a location which is not adjacent to either any street or to any residentially zoned property.

3) A minimum seven (7) foot solid masonry screening fence shall be provided adjacent to any property line abutting residentially zoned or used land, with a landscaped area of a minimum depth of ten (10) feet inside the fence, including, at a minimum, trees from the city's tree list spaced at a maximum of thirty (30) feet for the length of the abutting property line.

4) Parking. Parking shall be provided in accordance with the following standards: 0.70 space per guest room, plus one (1) space for each one hundred twenty-five (125) square feet of meeting/conference room area.

c) **Building design.**

1) Building articulation shall be included on all facades.

2) A porte-cochere or other covered area shall be provided immediately adjacent to the building entrance nearest the registration desk with an area for temporary parking of at least two (2) vehicles underneath the covered area for guests checking in or out.

3) All units shall be accessed from an interior hallway, except for first floor units which may have direct access from an interior courtyard or swimming pool area instead of, or in addition to, hallway access.

4) Exterior balconies shall not be allowed within two hundred (200) feet of any residentially zoned property unless they are located in an interior courtyard or are physically separated or screened from the residentially zoned property by another building or portion of a building.

5) Height. Hotels built within the Urban Business Overlay and Planned Unit Development 6 (PUD 6) shall be a minimum of seven (7) stories.

d) **Interior design.**

1) Each guest room shall have a minimum area of three hundred (300) square feet including sleeping area, bathroom, and closet space.
2) Each guest room shall be fully furnished with a minimum of a bed, clothes dresser, chair, table, bath or shower, sink, toilet, telephone, and television.

3) A lounge or waiting area with a minimum area of five hundred (500) square shall be provided. Atriums or other open areas may be counted as waiting area if seating is provided.

4) A lobby area (not counting the work area for hotel or motel employees) which is designed as part of the check-in/out area for guests with a minimum size of five hundred (500) square feet. The lobby and lounge/waiting areas may be designed as a single space but in such case the area shall be a minimum of one thousand (1,000) square feet. The lobby check-in/out area (registration desk) shall be open and unobstructed.

5) All hotels or motels shall provide meeting or conference rooms with a combined minimum area of five thousand (5,000) square feet. Individual guest rooms cannot be counted as meeting rooms.

6) All hotels or motels shall provide recreational facilities with a minimum combined area of one thousand (1,000) square feet such as, but not limited to, swimming pool, exercise rooms, sport courts, spas, or game areas.

7) All hotels or motels shall provide a minimum of two hundred (200) sleeping rooms.

8) All hotels and motels shall provide a minimum of continental breakfast to hotel guests and a convenience retail market or pantry with food items available for purchase twenty-four (24) hours, which shall include frozen foods and meals.

e) **Guest services.**

1) Daily housekeeping service shall be available to every guest room at no extra charge.

2) Staffing shall be available twenty-four (24) hours per day to provide check-in/out services, custodial or maintenance response, or other guest services.

f) **Zoning approvals.**

1) Where not permitted by right within an Overlay District, Hotels and motels are allowed only by Site Plan zoning approval, either Site Plan One (S-P-1) Detailed Site Plan or Site Plan Two (S-P-2) Generalized Site Plan, as applicable. As part of any application for a zoning change to authorize a hotel or motel use, the city staff, planning and zoning commission and/or city council may request an independent third-party market need study for the particular product segment being proposed.

2) Modifications to the above minimum standards may be requested through the Site Plan zoning process. As part of any such request for modifications to the standards, the city staff, Planning and Zoning Commission and/or city council may request any or all of the following information to assist the staff, commission, and council in determining whether the modifications should be approved:

   a. Product data to include projected daily rate, occupancy, average length of stay (for the brand proposed), and revenue per available room.

   b. Competitive set data to identify brands in the proposed development's competitive set, and projected daily rate, occupancy, average length of stay, and revenue per available room for the competitive set.
c. Current hotel market segment assessment by an independent third party to determine the market success, financial success, and consumer demand for the proposed development.

d. Any feasibility studies that may have been completed pertaining to the proposed development.

3) The city council reserves the right to approve any request for a hotel development or redevelopment not in keeping with all the requirements set forth herein when in its judgment the proposed project will be of such high quality, innovative design, and/or architectural significance so as to complement surrounding development, satisfy an important market demand, or substantially contribute to the physical, social and/or economic well-being of the community and surrounding region.

(Ord. No. 2022-10580, § 1, 4-21-22)

FROM: M-FW “Freeway” and State Highway 183 Overlay
TO: S-P-2 (FWY) “Generalized Site Plan – Freeway” and Hotel uses and State Highway 183 Overlay with a variance to the minimum lot width

Chair Skinner read the item into the record. He then called on the applicant.

Jim Dewey, Jr, 2500 Texas Drive #100, was present and stated this property is currently one lot. Several years ago that owner sold a portion of the lot without processing a subdivision plat. They filed a replat to dive that into two lots. There is a buyer on the front lot. The hotel doesn’t meet the zoning standards on the minimum lot. They need to clean this up to proceed with their proposal.

Chair Skinner called for individuals wishing to speak in favor of this item. There was no one to speak in favor of this item. He then called for individuals wishing to speak in opposition. There was no one to speak in opposition to this item.

Discussion was closed to the floor and returned to the Commission for their consideration and a motion.

Commissioner Lightfoot moved to forward Zoning Case #2024-30-ZC to the City Council with a recommendation of approval. Commissioner Haacke seconded the motion. There was no discussion of the motion. The motion carried unanimously.

Ayes: Joshua Skinner, Debbi Haacke, Priscilla Vigliante, Daniel Denny, Alicia Reyes, Ricky Lightfoot, Gerald Sanguino

Absent: Terry Prichard, April Myrick

Discussion Time: 3 minutes
Ordinance -- 2024-61-CP - Considering a Comprehensive Plan Amendment Changing the Future Land Use Category from "Regional Commercial" to "Industrial" - 3100 E. John Carpenter Freeway

Administrative Comments

1. The Planning and Zoning Commission recommended approval on February 5, 2024 by a vote of 7-0.
   
   Commissioners in support: Skinner, Haacke, Vigliante, Denny, Lightfoot, Reyes, Sanguino

   Commissioners in opposition: None

   Commissioner absent: Prichard, Myrick

2. Owner: Barnes Investment Group LLC

   Applicant: JDJR Engineers & Consultants, Inc.

3. The subject property is a 1.91-acre tract. The Imagine Irving Comprehensive Plan Future Land Use Map recommends Regional Commercial uses for the subject property. The Regional Commercial land use category is described as an “Auto-oriented district for larger scale retail, office and commercial uses. This area provides destination services to multiple neighborhoods and the region and is dependent on automobile or transit rather than pedestrian access. It is generally appropriate for placement along major arterial roads and freeways.” This future land use category was chosen to support the including of the frontage properties within the PUD 6 zoning district.

4. In conjunction with the companion zoning case (2024-60-ZC), the applicant seeks to change the future land use to Industrial, being described as an “Industrial and manufacturing [area] including accessory outside storage. Supportive commercial uses may be present.” The companion zoning case seeks to rezone the property to allow commercial diesel truck repair uses.

5. The property is located at 3100 E. John Carpenter Freeway, classified as “Freeway/Expressway” on the Master Thoroughfare Plan. The subject property is vacant except for a billboard sign on the northeastern section of the property.

6. Trailer rental, storage, and heavy equipment sales uses surround the property. Property to the east and south are designated as “Industrial” on the Future Land Use Map.

7. The reasoning for including Flex-Work Tracts B and C was to encompass existing uses around PUD 6. Since this area is viewed as the gateway into Irving, surrounding properties were deemed important to include for the synergy of PUD 6. However, this property is disconnected from the main body of PUD 6 due to SH 183/SH 114 and lacks an underpass, making it unlikely to benefit from the synergy of future developments.

8. If an area that is designated and/or developed as non-residential desires to
transition to a different non-residential use, the City of Irving should require the following:

a. If new construction, the development conforms to new use standards and concepts.

b. The area meets all compatibility standards for adjacent uses.

c. The rezoning does not cause any negative impacts on adjacent uses.

Staff believes the request meets the above criteria.

9. Since nonresidential industrial uses surround the property and the area is cut off from the activity expected within PUD 6, staff can support the proposed change to the future land use map; furthermore, staff intends to re-evaluate the surrounding area for its appropriate future land uses in 2024.

10. A total of 7 public notices were mailed. No responses have been received in support of or in opposition to this request.

**Staff Recommendation**

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

**ADDITIONAL COMMENTS:**

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**ATTACHMENTS:**

- Exhibit A: Legal Description (PDF)
- Vicinity Map (PDF)
- Aerial Map (PDF)
- Future Land Use Map (PDF)
- Property Owner Notification Map (PDF)
- Property Owner Notification List (PDF)
- Applicant's Justification Letter (PDF)
- Draft P&Z Minutes - 03-04-24 (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

NONE

**REVISION INFORMATION:**

Prepared: 3/5/2024 01:46 PM by Kenneth Bloom
Last Updated: 3/7/2024 01:40 PM by Kenneth Bloom
ORDINANCE NO. (ID # 14495)

AN ORDINANCE AMENDING THE CITY OF IRVING 2017 IMAGINE IRVING COMPREHENSIVE PLAN (ORD 2016-9869) BY CHANGING THE DESIGNATION OF PROPERTY AT 3100 E. JOHN CARPENTER FREEWAY FROM “REGIONAL COMMERCIAL” TO “INDUSTRIAL”; DIRECTING A CHANGE ACCORDINGLY IN THE FUTURE LAND USE MAP AND OFFICIAL ZONING MAP; PROVIDING FOR AN EFFECTIVE DATE, CONFLICT RESOLUTION, AND A SEVERABILITY CLAUSE.

WHEREAS, the Irving City Council adopted the City of Irving 2017 Imagine Irving Comprehensive Plan (ORD 2016-9869) on July 20, 2017 for the purpose of promoting sound development of the municipality and public health, safety, and welfare;

WHEREAS, after proper notice and public hearing the Planning and Zoning Commission recommended approval of the requested Comprehensive Plan Amendment on March 4, 2024; and

WHEREAS, after proper notice and public hearing, and upon consideration of the recommendation of the Planning and Zoning Commission and of all testimony and information submitted during the public hearing, the City Council has determined that amending the comprehensive plan is in the best interest of the public health, safety, and welfare.

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

SECTION 1. That the Irving City Council hereby amends the City of Irving 2017 Imagine Irving Comprehensive Plan by changing the designation of the property located 3100 E. John Carpenter Freeway, described in the attached Exhibit A, from “Regional Commercial” to “Industrial”.

SECTION 2. That the Future Land Use Map and the Official Zoning Map be changed to render the maps consistent with this ordinance for the property.

SECTION 3. That this ordinance shall take effect immediately upon its passage.

SECTION 4. That this ordinance shall prevail over any other ordinance which is in conflict with the provisions of this ordinance, including previous comprehensive plans.

SECTION 5. Should any paragraph, sentence, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so declared to be invalid, illegal, or unconstitutional, and shall not affect the validity of the comprehensive zoning ordinance as a whole.
EXHIBIT A: LEGAL DESCRIPTION
2024-61-CP (3100 E. JOHN CARPENTER FREEWAY)

BLOCK A, LOT 4, CHEROKEE CAPITAL ADDITION
City of Irving
Aerial View Map
No: 2024-60-ZC

Packet Pg. 623
City of Irving
Notification Map
Zoning Case
No: 2024-60-ZC

Date: Wednesday, February 21, 2024

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200 Ft Notification Boundary

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LETTER OF INTENT
Case No: 2024-61-CP

The purpose of this zoning change request is to remove the property from PUD and zone the property appropriate for the area and proposed uses.

Tract 1 is being requested to be zoned ML-20 which matches the existing uses in the area. The proposed use for tract 1 is a truck repair and maintenance facility.

Tract 2 is being requested to be zoned C-OU-2 to keep the existing billboard on that tract. No development is proposed for Tract 2. There will be drives and parking on the lot to allow access to the billboard and facilitate traffic circulation on Tract 1.

FROM: Regional Commercial

TO: Industrial

Chair Skinner read the item into the record. He then called on the applicant.

Jim Dewey, Jr, 2500 Texas Drive #100, stated this is one tract, they sold it off into two. They would be required to submit a replat in the future. Staff requested that they submit a zoning case that fits the category that staff feels is best suited for this lot. The owner is bringing his business from Dallas.

Commissioner Haacke asked what would occur if that billboard went away and asked if that land was large enough for something else.

Mr. Jim Dewey Jr stated that the new owner owns the rest of the site and wants to build the building. The lease on the sign is up in 18 years, at that time the guy who owns the truck facility would receive the property.

Chair Skinner called for individuals wishing to speak in favor of this item. There was no one to speak in favor of this item. He then called for individuals wishing to speak in opposition. There was no one to speak in opposition to this item.

Discussion was closed to the floor and returned to the Commission for their consideration and a motion.

Commissioner Haacke moved to forward Comprehensive Plan Amendment Case #2023-61-CP to the City Council with a recommendation of approval. Commissioner Lightfoot seconded the motion. There was no discussion of the motion. The motion carried unanimously.

**Ayes:** Joshua Skinner, Debbi Haacke, Priscilla Vigliante, Daniel Denny, Alicia Reyes, Ricky Lightfoot, Gerald Sanguino

**Absent:** Terry Prichard, April Myrick

Discussion Time: 5 minutes
Ordinance -- 2024-60-ZC - Considering a Zoning Change from PUD (C-OU-2) “Planned Unit Development – Commercial Outdoor 2” to ML-20 "Light Industrial 20" on Tract 1 and C-OU-2 "Commercial Outdoor 2" on Tract 2 - 3100 E. John Carpenter Freeway

Administrative Comments

1. The Planning and Zoning Commission recommended approval on March 4, 2024 by a vote of 7-0.
   
   Commissioners in support: Skinner, Haacke, Vigliante, Denny, Lightfoot, Reyes, Sanguino
   
   Commissioners in opposition: None
   
   Commissioner absent: Prichard, Myrick
   
2. **Owner:** Barnes Investment Group LLC
   
   **Applicant:** JDJR Engineers & Consultants, Inc.

3. The subject property is a 1.91-acre vacant tract. The applicant is requesting a zoning change to allow ML-20 “Light Industrial 20” uses on Tract 1 and C-OU-2 “Commercial Outdoor 2” uses on Tract 2 for the construction of a diesel repair building on Tract 1.

4. The property is presently zoned PUD 6 “Planned Unit Development #6” for C-OU-2 “Commercial Outdoor 2” uses. However, the proposed use of the property is not permitted under the current development plan for C-OU-2 uses.

5. The property is located on the southeastern edge of Area “C” in PUD 6. This area of PUD 6 was always intended to be “flex-work” and heavier commercial uses. However, as the property is divided from the rest of PUD 6 by SH 114/SH 183 with no simple connection, Staff does not see a benefit to keeping this property in the PUD. Therefore, rezoning out of PUD 6 to allow for the proposed use, in alignment with the surrounding industrial zoning and uses, is recommended.

6. Since this request for ML-20 “Light Industrial 20” district on Tract 1 and C-OU-2 “Commercial Outdoor 2” district on Tract 2 does not include any variances, a site plan is not required. All development will comply with the ML-20 and C-OU-2 district requirements, along with any other applicable standards.

7. The owner seeks approval to construct a commercial truck repair facility on Tract 1. The owner intends to retain Tract 2, which has an existing digital billboard.

8. A companion case 2024-61-CP was prepared with this rezoning request. The current future land use designation is “Regional Commercial” which does not permit ML-20 zoning district uses. As noted in the staff memo for 2024-61-CP, staff intends to re-evaluate the surrounding area for its appropriate future land uses in 2024.

9. Staff from Traffic and Transportation, Fire, Water Utilities, and CIP have reviewed the request and made the following informational comments:
a. The **CIP Department** stated a drainage and grading plan must be approved by CIP before a building permit.

b. The **Fire Department** stated the fire department will require access to proposed lot 4R2 (Tract 2). Fire department access that crosses lot lines shall be contained in an easement and documented by plat or separate instrument.

c. The **Traffic Department** stated access to proposed lot 4R2 (Tract 2) must come via a shared access easement with proposed lot 4R1. Driveway access will be from Recognition Point Drive.

d. The **Water Utilities Department** stated approved civil plans showing extension of public utilities to proposed lot 4R2 (Tract 2) will be required prior to approval of any plat.

10. Due to the separation of this area by the highway from the majority and intended future activity of the PUD 6 area, Staff supports the future land use change in 2024-61-CP and the rezoning to allow light industrial uses. Since the applicant is not requesting any variances from the ML-20 “Light Industrial” and C-OU-2 “Commercial Outdoor 2” zoning districts, and since several surrounding properties are also zoned ML-20 and C-OU-2, staff can support this request.

11. A total of 7 public notices were mailed. No responses have been received in support of or in opposition to this request.

**Staff Recommendation**

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

**ADDITIONAL COMMENTS:**

**Contract Required:**

**Review Completed By:**

**Previous Action:**

**Council Action:**

**Discretionary Contract Disclosure Form Required:**

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

**TGC 2271 Verification Form Required:**

**TGC 2274 Verification Form Required:**

**ATTACHMENTS:**

- Exhibit A-1 and A-2: Legal Descriptions for Tract 1 and Tract 2 (PDF)
- Vicinity Map (PDF)
- Aerial Map (PDF)
- Future Land Use Map (PDF)
- Surrounding Zoning Map (PDF)
- Property Owner Notification Map (PDF)
- Property Owner Notification List (PDF)
- Letter of Intent (PDF)
- Conceptual Plans (PDF)
- Zoning Exhibit (PDF)
- Sec. 2.5.13 - ML-20 "Light Industrial 20" District Requirements (PDF)
- Sec. 2.5.9 - C-OU-2 "Commercial Outdoor 2" District (PDF)
- Draft P&Z Minutes - 03-04-24 (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

NONE

**REVISION INFORMATION:**

Prepared: 3/5/2024 01:47 PM by Kenneth Bloom
Last Updated: 3/7/2024 01:40 PM by Kenneth Bloom
AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF IRVING, TEXAS NO 2020-10370 BY REZONING A TRACT OF LAND OUT OF THE CHEROKEE CAPITAL ADDITION, LOCATED AT 3100 E JOHN CARPENTER FREEWAY FROM PUD 6 (C-OU-2) “PLANNED UNIT DEVELOPMENT 6 - COMMERCIAL OUTDOOR 2 USES” TO ML-20 “LIGHT INDUSTRIAL 20” ON TRACT 1 AND C-OU-2 “COMMERCIAL OUTDOOR 2” ON TRACT 2; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR CONFLICT RESOLUTION, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PENALTY, AND AN EFFECTIVE DATE.

WHEREAS, after proper notice and public hearing the Planning and Zoning Commission considered the zoning amendment and recommended approval on March 4, 2024; and

WHEREAS, after proper notice and public hearing, and upon consideration of the recommendation of the Planning and Zoning Commission and of all testimony and information submitted during the public hearing, the City Council has determined that the zoning change is in accordance with the comprehensive plan, complies with all legal requirements, is in the best interest of the public, and is for the purpose of promoting the health, safety, morals, and general welfare of the citizens and protecting and preserving places and areas of historical, cultural, or architectural importance and significance.

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

SECTION 1. That the Irving City Council hereby approves Zoning Case 2024-60-ZC, changing the zoning classification of certain property located at 3100 E John Carpenter Freeway, described in Exhibit A-1 attached hereto, from PUD 6 (C-OU-2) “Planned Unit Development 6 - Commercial Outdoor 2 Uses” to ML-20 “Light Industrial 20” on Tract 1.

SECTION 2. That the Irving City Council hereby approves Zoning Case 2024-60-ZC, changing the zoning classification of certain property located at 3100 E John Carpenter Freeway, described in Exhibit A-2 attached hereto, from PUD 6 (C-OU-2) “Planned Unit Development 6 - Commercial Outdoor 2 Uses” to C-OU-2 “Commercial Outdoor 2” on Tract 2.

SECTION 3. That the official zoning map of the City of Irving be changed to reflect the zoning classification established by this Ordinance.

SECTION 4. That this ordinance shall be cumulative of all other ordinances of the City of Irving affecting zoning and shall not repeal any of the provisions of said ordinances except in those instances where provisions of those ordinances are inconsistent or in direct conflict with the provisions of this ordinance.

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

SECTION 6. That nothing in this ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or prior ordinance; nor shall any legal right or remedy of any character be lost, impaired, or affected by this ordinance.

SECTION 7. That any person violating or failing to comply with any provisions of this ordinance shall be fined, upon conviction, not less than one dollar ($1.00) nor more than two thousand dollars ($2,000.00), and each day any violation or noncompliance continues shall constitute a separate offense.

SECTION 8. That this ordinance shall take effect immediately upon its passage.
EXHIBIT A-1: LEGAL DESCRIPTION
Case No: 2024-60-ZC
TRACT 1 - ML-20

BEING a portion of Lot 4, Block A, Cherokee Capital Addition, a subdivision of record in Volume 94018, Page 2181 of the Plat Records of Dallas County, Texas, and being more particularly described by metes and bounds, as follows:

BEGINNING, at a 3/8" iron rod with yellow plastic cap stamped "DEWEY 1641" found in the North right-of-way line of Recognition Point Drive (55' right-of-way), being the southwest corner of said Lot 4, same also being the Southeast corner of Lot 3, Block A, Cherokee Capital 3rd Revision, a subdivision of record in Volume 2003019, Page 34 of the Plat Records of Dallas County, Texas and the Southwest corner of said Lot 4;

THENCE, N23°13'54"E, along the East line of said Lot 3, being the common West line of said Lot 4, a distance of 385.58 feet to a 1/2" iron rod with red plastic cap stamped "WINDROSE" found in the South right-of-way line of East State Highway 183 (variable width right-of-way), being the Southeast corner of a called 1.676 acre tract of land conveyed to the State of Texas by Deed of record in Instrument Number 201600096919 of the Official Public Records of Dallas County, Texas and the Southwest corner of a called 0.3661 acre tract of land conveyed to the State of Texas by Deed of record in Instrument Number 201400056158 of the Official Public Records of Dallas County, Texas;

THENCE, along the South right-of-way line of said East State Highway 183 and the South line of said 0.3661 acre tract, the following two (2) courses and distances:

1. S62°27'59"E, a distance of 113.06 feet to a 1/2" iron rod with red plastic cap stamped "WINDROSE" found;  
2. S63°48'50"E, a distance of 22.52 feet to a 1/2" iron rod found:

THENCE, S26°11'10"W, departing the south right-of-way line of East State Highway 183, a distance of 110.16 feet to a 1/2" iron rod for corner;

THENCE, S66°16'16"E, a distance of 91.79 feet to a 1/2" iron rod in the West right-of-way line of Grauwyler Road (having a variable width right-of-way);

THENCE, along the West right-of-way line of said Grauwyler Road, being the common East line of said Lot 4, the following two (2) courses and distances:

1. S23°13'44"W, a distance of 165.83 feet to a 1/2" iron rod with red plastic cap stamped "WINDROSE" found at the beginning of a tangent curve to the right;
2. In a Southwesterly direction and along said tangent curve to the right, having a radius of 1105.92 feet, a chord bearing of S25°15'36"W, a chord length of 78.39 feet, a delta angle of 04°03'44", an arc length of 78.41 feet to an X-cut found at the end of said tangent curve to the right and the intersection of a cut-off line between the West right-of-way line of Grauwyler Road and the North right-of-way line of Recognition Point Drive (55' right-of-way), being a Southeast corner of said Lot 4;

THENCE, S68°13'54"W, along said cut-off line, a distance of 30.77 feet to a 1/2" iron rod with red plastic cap stamped "WINDROSE" found at the intersection of said cut-off line and the North line of said Recognition Point Drive;

THENCE, N66°46'06"W, along the North right-of-way line of said Recognition Point Drive, being the common South line of said Lot 4, a distance of 196.81 feet to the POINT OF BEGINNING, containing 1.691 acres or 73,679 square feet, more or less.
EXHIBIT A-2: LEGAL DESCRIPTION
Case No: 2024-60-ZC
TRACT 2 - C-OU-2

BEING a portion of Lot 4, Block A, Cherokee Capital Addition, a subdivision of record in Volume 94018, Page 2181 of the Plat Records of Dallas County, Texas, and being more particularly described by metes and bounds, as follows:

BEGINNING, at a 1/2" iron rod with red plastic cap found at the south end of a corner clip at intersection of the South right-of-way line of said East State Highway 183 (having a variable width right-of-way) and the West right-of-way line of Grauwyler Road (having a variable width right-of-way);

THENCE, S23°13'44"W along the West right-of-way line of said Grauwyler Road, a distance of 95.73 feet to a 1/2" iron rod for corner;

THENCE, N66°46'16"E, departing the West right-of-way line of said Grauwyler Road, a distance of 91.79 feet to a 1/2" iron rod for corner;

THENCE, N26°11'10"E, a distance of 110.16 feet to a 1/2" iron rod found in the South right-of-way line of East State Highway 183 (variable width right-of-way), being in the Southeast line of a called 0.3661 acre tract of land conveyed to the State of Texas by Deed of record in Instrument Number 201400056158 of the Official Public Records of Dallas County, Texas;

THENCE, S63°48'50"E, along the South right-of-way line of said East State Highway 183 and the South line of said 0.3661 acre tract, a distance of 75.83 feet to a point in a power pole at the north end of above mentioned corner clip at intersection of the South right-of-way line of said East State Highway 183 and the West right-of-way line of Grauwyler Road;

THENCE, S21°46'06"E, along said corner clip, a distance of 14.67 feet to the POINT OF BEGINNING, containing 0.22 acres or 9,542 square feet, more or less.
Geographic Information Systems (GIS) Disclaimer/Limitation of Liability:
This product is for informational purposes and may not have been prepared for
or be suitable for legal, engineering, or surveying purposes. It does not represent
an on-the-ground survey and represents only the approximate relative location
of property boundaries and other geographic features. All data, specifically including
the geographic data herein are provided "as is" without warranty of any kind, either
expressed or implied. Use of the information is the sole responsibility of the user.

City of Irving
Vicinity Map
Zoning Case
No: 2024-60-ZC

0 6,500 13,000
1:125,000 Feet

Case Location

Date: Wednesday, February 21, 2024
Geographic Information Systems (GIS) Disclaimer/Limitation of Liability:
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries and other geographic features. All data, specifically including the geographic data herein are provided "as-is" without warranty of any kind, either expressed or implied. Use of the information is the sole responsibility of the user.

Date: Wednesday, February 21, 2024

City of Irving
Surrounding Zoning Map
Zoning Case
No: 2024-60-ZC

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LETTER OF INTENT
Case No: 2024-60-ZC

The purpose of this zoning change request is to remove the property from PUD and zone the property appropriate for the area and proposed uses.

Tract 1 is being requested to be zoned ML-20 which matches the existing uses in the area. The proposed use for tract 1 is a truck repair and maintenance facility.

Tract 2 is being requested to be zoned C-OU-2 to keep the existing billboard on that tract. No development is proposed for Tract 2. There will be drives and parking on the lot to allow access to the billboard and facilitate traffic circulation on Tract 1.
2.5.13 Light Industrial 20 (ML-20).

In an ML-20 light industrial district no land shall be used and no building shall be erected for or converted to any use other than:

a) Principal uses: The following uses shall be permitted as principal uses:

1) Any manufacturing, research, wholesale or storage uses except those operations such as saw and planing mills, manufacturing uses involving primary production or storage of wood, metal or chemical products from raw materials, construction materials, batching yard, foundry type operation, material or auto salvage and/or wrecking operation or other industrial operations not listed, provided that such uses shall be contained within an enclosed building.

2) Railway passenger and freight stations.

3) Governmental buildings and uses.

4) Public utility uses.

5) Motor freight terminals.

6) Trucking terminals.

7) Automotive repair garages.

8) Food and dairy markets in fully enclosable buildings. No structure shall be erected, converted, or constructed to allow for the interior passage of motor vehicles for the retail sales or delivery of foods or beverages.

9) Gasoline service stations.

10) Any use permitted in a C-W commercial warehouse district.

b) Accessory uses. The following uses shall be permitted as accessory uses elsewhere than within a front yard and no nearer than thirty (30) feet to any street right-of-way.

1) Mechanical equipment no nearer than one hundred twenty (120) feet to any principal building used for residence within an "R" district.

2) Provisions for the parking of automobiles provided that such provisions within sixty (60) feet of a developed lot in an "R" district shall be separated from said lot by a blind fence or wall at least six (6) feet high.

3) Garbage storage no nearer than thirty (30) feet to a developed lot in an "R" district used for dwelling purposes.

4) Employee facilities, including employee cafeteria.

5) Outside storage, provided that such storage shall be completely encompassed by a blind fence or wall at least seven (7) feet high and provided that materials stored shall be stacked no higher than one (1) foot below the top of the fence or wall.

6) Railroad yard, provided that such yards shall be completely encompassed, except for points of ingress/egress, by a blind fence or wall at least six (6) feet high.
c) **Parking regulations.** Off-street parking shall be provided in accordance with the provisions of this ordinance and other applicable ordinances of the city.

d) **Area regulations:** The following minimum requirements shall be required:
   
   1) Depth of front yard: 30 feet
   2) Depth of rear yard: 30 feet
   3) Width of side yard: 15 feet
   4) Width of lot: 80 feet
   5) Depth of lot: 150 feet
   6) Distance between detached buildings: 30 feet
   7) Lot area: 20,000 square feet


e) **Height and area regulations:** The following maximum height and area regulations shall be observed:

   1) Height of principal structure: one-half the shortest distance between the structure and the nearest developed lot in an "R" district used for dwelling purposes, or three (3) stories or fifty (50) feet, whichever is least.

   2) Height of accessory structure: one-half the shortest distance between the structure and the nearest developed lot in an "R" district used for dwelling purposes, or one story, or thirty (30) feet, whichever is least.
2.5.9 Commercial Outdoor 2 (C-OU-2).

In a C-OU-2 commercial outdoor district no land shall be used and no building shall be erected for or converted to any use other than:

a) **Principal uses**: The following uses shall be permitted as principal uses:

1) Ambulance service.
2) Automobile washing business; automatic, coin-operated or moving line wash.
3) Automotive repair garage.
4) Automotive parts and accessories, sales and installations.
5) Automotive sales and service, new or used cars and trucks.
   a. All vehicles must be in an operating condition and all open display or storage areas must be surfaced and developed in accordance with all applicable ordinances of the city.
6) Commercial amusements such as golf driving ranges, miniature golf, archery, go-carts, etc.
7) Drive-in restaurants.
8) Drive-in motion picture theatre.
9) Gasoline service station.
10) Taxi dispatch yard.
11) Truck or trailer rental.
12) Public and nonprofit institutions of an educational, religious or cultural type excluding corrective institutions and hospitals.
13) Government buildings and uses.
14) Public and private noncommercial recreational areas and facilities such as public parks, country clubs and golf courses, excluding miniature golf and driving ranges.

b) **Accessory uses**: The following uses shall be permitted as accessory uses:

1) Private garage.
2) Mechanical equipment no nearer than one hundred twenty (120) feet to any principal building used for single-family residence within an R-40, R-15, R-10, R-7.5, or R-6 district.
3) Garbage storage no nearer than thirty (30) feet to a developed lot in an R-40, R-15, R-10, R-7.5, or R-6 district used as a single-family dwelling.
4) Provisions for the parking of automobiles provided that such provisions within sixty (60) feet of a developed lot in any R district shall be separated from said lot by a blind fence or wall at least six (6) feet high.

c) **Parking regulations**: Off-street parking shall be provided in accordance with the provisions of this ordinance and other applicable ordinances of the city.
Part II - UNIFIED DEVELOPMENT CODE
Chapter 2: Zoning districts, uses, and standards
2.5 - Non-Residential Districts.
2.5.9 Commercial Outdoor 2 (C-OU-2).

d) **Area requirements**: The following minimum dimensions shall be required:
   1) Depth of front setback: 25 feet
   2) Depth of rear setback: 6 feet
   3) Width of side setback: 6 feet
   4) Width of lot: 50 feet
   5) Depth of lot: 50 feet
   6) Distance between detached buildings: 12 feet
   7) No outside storage or display shall be permitted within the required front setback area.

e) **Height and area requirements**: The following maximum height and area requirements shall be observed:
   1) Height of principal structure: 30 feet
   2) Height of accessory structure: 15 feet

**FROM:** PUD (C-OU-2) “Planned Unit Development – Commercial Outdoor 2”

**TO:** Tract 1: ML-20 “Light Industrial 20”; Tract 2: C-OU-2 “Commercial Outdoor 2”

Chair Skinner read the item into the record. He then called on the applicant.

The details of this case were discussed with the prior case, Comprehensive Plan Amendment Case #2024-61-CP.

Chair Skinner called for individuals wishing to speak in favor of this item. There was no one to speak in favor of this item. He then called for individuals wishing to speak in opposition. There was no one to speak in opposition to this item.

Discussion was closed to the floor and returned to the Commission for their consideration and a motion.

Commissioner Reyes moved to forward Zoning Case #2023-60-ZC to the City Council with a recommendation of **approval**. Commissioner Skinner seconded the motion. There was no discussion of the motion. The motion carried unanimously.

**Ayes:** Joshua Skinner, Debbi Haacke, Priscilla Vigliante, Daniel Denny, Alicia Reyes, Ricky Lightfoot, Gerald Sanguino

**Absent:** Terry Prichard, April Myrick

Discussion Time: 5 minutes
AGENDA ITEM SUMMARY

Meeting: 3/21/2024
Recommending Department: City Secretary's Office

Resolution -- Appointments to the Building and Standards Commission and the Housing and Human Services Board

Administrative Comments
1. This item is recommended by the City Secretary’s Office.
2. Impact: Appointment of Irving residents or qualified members to boards and commissions assures that our residents have a voice in city government.
3. The positions under consideration include appointments to the Building and Standards Commission and the Housing and Human Services Board.
4. The City Council conducted interviews for various vacancies on September 25, 26, 27, 2023 and October 2 and 3, 2023.

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: No
Previous Action:
Review Completed By:
Council Action:

CURRENT YEAR FINANCIAL IMPACT:
N/A

REVISION INFORMATION:
Prepared: 3/8/2024 10:12 AM by Cecilia Castillo
Last Updated: 3/8/2024 10:18 AM by Cecilia Castillo
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the following individuals are appointed as members of the Building and Standards Commission:

Jason Simon, Place 2
Mohammed Ali Akbar, Place 4 Alternate

said terms of office expiring November 2024.

As a result of the appointments heretofore stated, the Building and Standards Commission is represented by the following:

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<td>Jason Simon, Place 2</td>
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SECTION II. THAT the following individual is appointed as a member of the Housing and Human Resources Board:

Brittany Duffin, Place 8

said term of office expiring November 2024.

As a result of the appointment heretofore stated, the Housing and Human Services Board is represented by the following:

<table>
<thead>
<tr>
<th>Term Expiration</th>
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<tbody>
<tr>
<td>Yvonne Davis, Place 2</td>
</tr>
<tr>
<td>November 2024</td>
</tr>
<tr>
<td>Britney Prince, Place 4</td>
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<tr>
<td>November 2024</td>
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<tr>
<td>Fuad Dadabhoy, Place 6</td>
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<tr>
<td>November 2024</td>
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<tr>
<td>Brittany Duffin, Place 8</td>
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<td>November 2024</td>
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<tr>
<td>Bob Harris, Place 1</td>
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<tr>
<td>November 2025</td>
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<tr>
<td>Deidre Thompson, Place 3</td>
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<td>November 2025</td>
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<tr>
<td>Delhi Ekambo, Place 5</td>
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<tr>
<td>November 2025</td>
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<tr>
<td>Sasha Moreno, Place 7</td>
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<td>November 2025</td>
</tr>
<tr>
<td>Jearlene Miller, Place 9</td>
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<tr>
<td>November 2025</td>
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</tbody>
</table>
SECTION III.  THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on March 21, 2024.

______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

______________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

______________________________
Kuruvilla Oommen
City Attorney