AGENDA
Irving City Council Regular Meeting
Thursday, August 1, 2024 at 7:00 PM
City Hall, First Floor, Council Chambers
825 West Irving Boulevard, Irving, TX 75060

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 Shane Webb, Woodhaven Presbyterian 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 38

CITY COUNCIL AGENDA

1 City Operations Update

CONSENT AGENDA

2 Approving Work Session Minutes for Thursday, July 11, 2024

3 Approving Regular Meeting Minutes for Thursday, July 11, 2024
4 Ordinance - Amending Ordinance No. 2023-10795 Providing Budget Adjustment #7 to the 2023-24 Fiscal Year Budget

Administrative Comments:

1. This item has been recommended by the Financial Services Department. It supports Future in Focus - Government Sustainability, protect the city’s financial integrity and credibility.


3. The adjustments have been proposed by city staff and have been reviewed and recommended by Financial Services.

4. Total Budgeted Revenues = ($34,953,598) Total Budgeted Expenditures = ($33,742,083) and Total Fund Balance Net Impact = ($1,211,515).

Recommendation:

The ordinance be adopted.

5 Resolution - Approving a First Amended and Restated Interlocal Agreement for Security and Peace Officer Services Between the City of Irving and the Irving Independent School District (IISD) to Maintain the School Resource Officer Program at IISD Campuses

Administrative Comments

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

2. **Impact:** This Interlocal Agreement with Irving Independent School District (“IISD”) will allow Irving Police Department to continue providing School Resource Officers (“SRO”) at IISD schools to protect the safety and welfare of IISD students and personnel.

3. This is an annual agreement which takes effect August 1, 2024 and expires on July 31, 2025. This agreement is subject to additional one-year renewal terms.

4. The Irving Independent School District shall pay the City 55% of the costs for 18 School Resource Officers’ and at least 2, but not more than 3 Sergeants’ salaries,
retirement, health insurance, workers compensation insurance, and unemployment insurance. The City’s portion is estimated at $1,631,649.15 not including overtime. The funds are available in the Police Department budget.

5. Payments will be in three equal payments as compensation due on December 1, April 1, and August 1, in each year which this agreement is effective.

**Recommendation**

The resolution be approved.

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**Resolution - Approving an Interlocal Agreement for School Resource Officers Between the City of Irving and the Carrollton-Farmers Branch Independent School District (CFB ISD) to Maintain the School Resource Officer Program at CFB ISD Campuses Located in the City of Irving**

**Administrative Comments**

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

2. **Impact:** This agreement will provide security and peace officer services to protect Carrollton - Farmers Branch ISD (CFB ISD) property and the safety and welfare of CFB ISD students and personnel.

3. This is an annual agreement which takes effect August 1, 2024, and expires July 31, 2025, subject to additional renewal by the parties.

4. The Carrollton – Farmers Branch Independent School District shall pay the City 55% of the costs for two School Resource Officers’ salaries, retirement, health insurance, workers compensation insurance, and unemployment insurance. The City’s portion is estimated at $139,282.00, not including overtime. The funds are available in the Police Department budget.

5. Payments will be in three equal payments as compensation due on December 1, April 1, and August 1, in each year which this agreement is effective.

**Recommendation**

The resolution be approved.
7 Resolution - Approving and Adopting the Tarrant County 9-1-1 District 2024-25 Annual Budget

Administrative Comments

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

2. **Impact:** The Tarrant County 9-1-1 District is requesting its’ members to approve and adopt the district’s annual operating budget for 2024-25. District boundaries include all of Tarrant County, all areas outside Tarrant County included in the corporate limits of a member city, plus DFW International Airport and the City of Irving.

3. As a member city, Irving receives logistical services from the Tarrant County 9-1-1 District to interface Irving’s Public Safety Answering Point (PSAP) with phone carriers.

4. The Tarrant County 9-1-1 District Board of Managers approved the 2024-25 annual operating budget at their board meeting on June 17, 2024.

Recommendation

The resolution be approved.

8 Resolution - Approval of the Irving Arts and Culture Board of Directors Revised Bylaws

Administrative Comments

1. This item has been recommended by the Irving Department of Arts and Culture and supports Future in Focus Sense of Community – Provide exceptional recreational, cultural and educational opportunity.

2. **Impact:** Revising the Irving Department of Arts and Culture’s Bylaws promotes a sound government with fiscal responsibility.

3. Section 38-13 of Article I “General” of Chapter 38 “Boards, Commissions, and Committee” of the Code of Civil and Criminal Ordinances of the City of Irving, Texas, provides that the bylaws adopted by a City Board are not effective unless they are approved by the City Council.

4. The revised bylaws were approved unanimously at the June 17, 2024 Board meeting.
5. There are no funding implications with this resolution.

**Recommendation**

The resolution be adopted.

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9 Resolution - Approving an Expenditure with Mart, Inc. in the Amount of $150,975.00 for the Trinity Railway Express (TRE) O’Connor Road Bridge Lead-Based Paint Stabilization, Encapsulation and Re-Painting Project through the Interlocal Purchasing System (TIPS) Program

**Administrative Comments**

1. This item is recommended by the Capital Improvement Program Department and supports Future in Focus: Safe and Beautiful City - Safeguard public safety, security, and health.

2. **Impact:** This project provides a painted finish of the TRE bridge at O’Connor Road.

3. The scope of work includes the removal, collection, and proper disposal of loose paint and rust. An epoxy paint will encapsulate the remaining lead-based paint to provide a painted, finished surface. This project will complement a future mural painting of adjacent concrete bridge abutments and retaining walls.

4. Pending the Dallas Area Rapid Transit (DART) Board approval, funding for half the cost of this work would be reimbursed from DART.

5. A Vendor/Member contract between the City of Irving and Mart Inc., was approved on June 8, 2023, by RES-2023-223. The contract supports utilization of TIPS Contract No. 23010402 for Trades, Labor, and Materials (JOC), which expires on April 30, 2025.

6. Funding in the amount of $150,975.00 is available in the General Non Bond CIP Fund.

**Recommendation**

The resolution be approved.
Resolution - Approving an Expenditure with Mart, Inc. in the Amount of $165,665.00 for the Refurbished Economic Development Office Space through the Interlocal Purchasing System (TIPS)

Administrative Comments
1. This item is recommended by the Capital Improvement Program Department and the Economic Development Division. It supports Future in Focus: Infrastructure Investment - Support strategic investment in city facilities.

2. Impact: This project located on the 1st floor of Irving City Hall, supports the construction of a new working environment and offices, including business development meeting rooms for the Economic Development Division.

3. This project will consequently generate usable space in City Hall for repurposing and use by other departments.

4. This contract will renovate approximately 1,900 square feet of office space. Areas will include the Waiting Area, Conference Rooms, Break Room, Copy Room, and Offices with new glass fronts, ceilings, lighting, flooring and paint.

5. A Vendor/Member contract between the City of Irving and Mart, Inc., was approved on June 8, 2023, by RES 2023-223. The contract supports the utilization of TIPS Contract No. 23010402, for trades, labor, and materials (JOC), which expires April 30, 2025.

6. Funding for this project, in the amount of $165,665.00 is available through the City Hall Complex Bond Fund.

Recommendation
The resolution be approved.

Resolution - Awarding a Contract to Austin Filter Systems, Inc. in the Amount of $2,554,183.00 for the Hux Court, Irving Mall Drainage Flume and Jaycee Park Drainage Improvements Project

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

2. Impact: This contract supports Drainage Solutions for a Better Tomorrow. This project will make drainage improvements at three (3) locations and will provide flood protection at Hux Court and East Irving Heights Drive, and properties along Pocatello Street behind the Irving Mall, and Jaycee Park Pond improvements.
3. This project includes installation and construction of about 500 linear feet of channel with Verti-block wall and concrete/stone riprap and a 21-inch PVC wastewater line improvement, 540 linear feet of concrete drainage flume, and reconstruction of a sidewalk for flood mitigation, and the new retaining wall and spillway on Jaycee Park Pond.

4. Bids were received from two (2) bidders. Austin Filter Systems, Inc. submitted the lowest responsive, responsible bid of $2,554,183.00, which is $1,133,241.00, (44%) above the engineer’s estimate.

5. Minority and/or Women-owned Business (M/WBE) participation in this award is 30%.

6. Funding in the amount of $2,554,183.00 is available within the Municipal Drainage Utility Non Bond CIP Fund.

**Recommendation**

The resolution be approved.

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12 **Resolution - Awarding a Contract to Greeniverse Construction, LLC, in the Amount of $296,666.22 for the Riverside Drive and North O’Connor Blvd Intersection Improvement Project**

**Administrative Comments**

1. This item is recommended by the Capital Improvement Program Department and supports Future in Focus: Infrastructure Investment – Maintain roadways, sidewalks and transportation infrastructure.

2. **Impact: This contract supports The ROAD TO THE FUTURE Program.** The work to be performed under this contract includes pavement addition and replacement.

3. This project is part of the Road to the Future Program, and is needed to enhance safety, rideability, and have a better-quality street.

4. Bids were received from four (4) bidders. Greeniverse Construction, LLC submitted the lowest responsive responsible bid of $296,666.22. This is $136,333.78 (31%) below the probable cost estimate.

5. Minority and/or Women-owned Business (M/WBE) participation in this award is 30%. Greeniverse Construction, LLC is a certified M/WBE entity.
6. Funding in the amount of $296,666.22 is available within the Street Improvement Bond Fund.

**Recommendation**

The resolution be approved.

13 **Resolution - Approving the Standard Contract and Federal Funds Addendum with Sole Source Provider Catalis Public Works & Citizen Engagement, LLC for Purchase of Customer Relationship Management (CRM) and Customer Service Management Software for a Two-Year Period in the Total Amount of $140,000.00**

**Administrative Comments**

1. This item is recommended by the Communications Department.

2. **Impact:** The CRM/Customer Service Management software is an interactive, user-friendly tool on the city website that will enhance resident engagement, automate workflows and elevate the customer service experience for front and back-end users. This CRM/Customer Service Management software will launch along with the new website redesign.

3. The Communications Department secured ARPA funding to purchase software that will provide a CRM portal on the city website, along with a 311 App, that will allow residents to quickly and easily report issues to the city. This will be a significant improvement to the existing resident inquiries process.

4. The software will also capture customer service touchpoints by using assistive technology that logs enterprise-wide phone inquiries. This feature will provide analytics (reports) about customer service calls and help improve request management and response. The customer service platform would be available to all employees who answer phones from outside the organization. IT’s new phone system integrates with the platform, so a caller’s information would pop up on the screen and any history of calls would be captured within the system.

5. This is a single-source agreement with Catalis.

6. The funds for the purchase of CRM/Customer Service Management Software in the amount of $80,000 for Fiscal Year 2023-2024, and in the amount of $60,000 for Fiscal Year 2024-2025, subject to the appropriation of funds, and authorizes the City Manager or designee to execute the attached agreement and addendum.

7. Funding for this expenditure is available from the American Rescue Plan Act (ARPA) Fund and funding for this expenditure in Fiscal Year 2024-2025 will be available in the IT Software Maintenance account 60277500-620007, subject to
annual budget appropriations.

**Recommendation**

The resolution be approved.

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**Resolution - Approving and Accepting the Bid of SYB Construction, Inc., in the Amount of $2,656,254.66 for the Rebid of the Freeport No. 2 Lift Station Rehabilitation Project**

**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:** This item supports the city’s Investing in our Future Initiative. This project will rehabilitate the Freeport No. 2 Lift Station and will extend the life of the facility.

3. The Freeport No. 2 Lift Station, which was built in 1980, was identified in the Wastewater Master Plan as a priority for rehabilitation or retirement which would require other system improvements. Rehabilitation was determined to be the most cost-efficient solution.

4. The project includes rehabilitation of the wet well, replacement of the existing pumps, and installation of a new precast concrete valve vault. Replacement of two 10-inch wastewater lines just upstream of the lift station are also included.

5. This project was originally bid in January 2024, but the bids were rejected due to receipt of only one responsive responsible bid that exceeded the budget.

6. The plans were revised and the project was rebid in July 2024.

7. One responsive responsible bid was received from SYB Construction Company, Inc., in the amount of $2,656,254.66.

8. Funding in the amount of $2,656,254.66 is available in the Water Utilities budget within the Sanitary Sewer Bond Fund.

**Recommendation**

The resolution be approved.
Bids and Purchasing Items
Items 15-23

15 Resolution - Renewing the Annual Contract with Andrew B. Veitch dba Camsecplus in the Total Estimated Amount of $105,800.00 for Maintenance of Jail Electronics

Administrative Comments

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

2. Impact: Services provided under this contract include maintenance, service, repair, installation, and removal of jail electrical, electronic, and/or mechanical equipment. Camsecplus provides primary support for all equipment and subcomponents and coordinates with jail staff, other city staff, manufacturers, etc. for service and maintenance.

3. This renewal establishes an annual contract for the continuation of providing maintenance of jail electronics. This is the first of four, one-year renewal options. The current contract expires August 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>Andrew B Veitch dba Camsecplus</td>
<td>9/1/24 – 8/31/25</td>
<td>$ 15,000.00</td>
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Recommendation

The resolution be approved.

16 Resolution - Approving and Accepting the Bid of Lone Star Trucking and Excavation, LLC in the Total Estimated Amount of $190,000.00 for Demolition Services for Code Enforcement for a Two-Year Period

Administrative Comments

1. This item is recommended by the Code Enforcement Department and the Capital Improvement Program (CIP) Department - Municipal Drainage Utility Division. It
supports Future in Focus: Safe and Beautiful City - Improve property conditions and overall appearance of the city.

2. **Impact:** This contract allows the Code Enforcement Department to provide the following services: demolition of residential properties as required by either the Building and Standards process or exigent circumstances; other demolitions as needed by either the Code Enforcement or Capital Improvement Program departments.

3. An Invitation to Bid (ITB) was issued for these services which closed on June 3, 2024. Staff recommends awarding this contract to Lone Star Trucking and Excavation, LLC, as the lowest responsive, responsible bidder.

4. This award establishes a contract to provide as-needed demolition services for the Code Enforcement or Capital Improvement Program departments. The contract is for two years with three, one-year renewal options.

5. Funding for Fiscal Year 2023-24 is available in the Code Enforcement Department budget within the General Fund and in the Municipal Drainage Utility Operating Fund, while funding for Fiscal Years 2024-25 and 2025-26 is subject to budget appropriation.

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<td>$79,000.00</td>
<td>2025-26</td>
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<td><strong>TOTAL</strong></td>
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<td><strong>$190,000.00</strong></td>
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**Recommendation**

The resolution be approved.

17 **Resolution - Approving Execution of an Emergency Construction Contract Between the City of Irving and Cousin's Waterproofing, LLC dba Next Gen Construction in the Estimated Amount of $744,600.00 for Emergency Roof Replacement at the North Police Station**

**Administrative Comments**

1. This item is recommended by the Capital Improvement Program and Human Resources Departments. It supports Future in Focus: Infrastructure Investment –
Support strategic investment in City Facilities.

2. **Impact:** Approval of this item will allow for execution of the necessary construction contract for commencing with the roof replacement at the North Police Station located at 5992 Riverside Drive, Irving, Texas, 75039.

3. The existing standing seam metal roof system of the North Police Station sustained damage on June 1, 2024 when a severe storm picked up a neighboring structure and blew it onto the police station roof. Temporary repairs were made to provide a short-term fix which were completed on June 11, 2024; however, an emergency was declared on July 8, 2024 due to the need for a full roof replacement to prevent further damage to the structure and for the well-being of the employees who occupy that facility.

4. Cousin’s Waterproofing, LLC dba Next Gen Construction has provided a quote for the roof replacement necessary for a long-term solution for this facility and is able to mobilize to complete the repair as soon as the necessary materials arrive. A purchase order has already been issued so that materials orders could be placed.

5. Funding in the estimated amount of $744,600.00 per the attached quote is available in the Property and Casualty Insurance Fund

**Recommendation**

The resolution be approved.

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18 **Resolution - Authorizing Expenditures with Air Conditioning Innovative Solutions, Inc., in the Total Estimated Amount of $900,000.00 for HVAC Maintenance and Replacement Services for City Facilities 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 item supports as-needed HVAC maintenance and replacement services for many of the City’s facilities. It ensures that funding is available for known and unknown expenses associated with the City’s HVAC systems. This contract allows timely repair/replacement of City equipment at prices that are favorable to the City.
3. A Vendor/Member Contract utilizing TIPS Contract No. 24010401 for Trades, Labor & Material (NON-JOC), between the City of Irving and Air Conditioning Innovative Solutions, Inc., which expires on April 30, 2029, was approved on June 24, 2024, by Administrative Award No. 9270.

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.

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<td>$900,000.00</td>
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**Recommendation**

The resolution be approved.

19 Resolution - Revising City Council Resolution No. 2024-263 to Include an Additional Funding Source for the Annual Contract with CCGMG, LLC Series B, for Concrete Repair of Sidewalks, Utility Cuts, Streets, and Alleys

**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 city’s Road to the Future program. The addition of the General Non-Bond CIP Fund as a fourth funding source as noted below will provide the appropriate funding to move forward with critical infrastructure improvements. There is no change to the contract value at this time.

3. This contract, which was awarded by Council Resolution No. 2024-263 on July 11, 2024, supplements 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. Utilizing a contractor for these maintenance operations removes the need to maintain these items with additional staff and does not require additional expensive pieces of equipment.

4. Funding for Fiscal Year 2023-24 is available in the General Non-Bond CIP Fund in
addition to the previously identified Traffic and Transportation Department budget within the General Fund and the Street Improvement Bond and Municipal Drainage Utility Non-Bond CIP funds as noted in the original contract award, while funding for Fiscal Year 2024-25 is subject to budget appropriation.

**Recommendation**

The resolution be approved.

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**Resolution - Rejecting any and All Bids Relative to 133LF-24F for Concrete Repair of Sidewalks, Utility Cuts, Streets, and Alleys**

**Administrative Comments**

1. This item is recommended by the Traffic & Transportation and Economic Development departments. 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. Traffic & Transportation has determined that quantities need to be revised and the contract value needs to be increased and therefore recommends rejecting all responses so that the contract can be rebid.

**Recommendation**

The resolution be approved.

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**Resolution - Approving and Accepting the Bid of Virginia Transformer in the Total Amount of $1,338,774.00 for Unit Substation Transformers for the Princeton Pump Station Expansion Project**

**Administrative Comments**

1. This item is recommended by the Water Utilities Department. It supports Future in Focus: Infrastructure Investment – Provide an adequate water supply now and in the future.
2. **Impact:** Approval of this item will allow Water Utilities to procure critical pieces of equipment with a long lead-time for the Princeton Pump Station Expansion Project.

3. Upper Trinity Regional Water District (Upper Trinity) is providing funding for improvements to the Princeton Pump Station on Irving’s Lake Chapman Raw Water Supply System. The improvements will increase the pumping capacity from 65 million gallons per day (MGD) to 104 MGD to accommodate the additional flow from Upper Trinity’s new Lake Ralph Hall.

4. The existing pump station utility transformers are not large enough to handle the proposed electrical load for the pump station improvements. The contract includes fabrication, delivery, and field services for two new 4,160-volt transformers to replace the existing utility transformers. Installation of the transformers will be included in the Princeton Pump Station Expansion Project construction.

5. The estimated lead-time for the transformers is 1.5 to 2 years. Pre-purchasing the transformers is critical to meet the necessary construction schedule for the pump station improvement and meet Upper Trinity’s expected flow demands.

6. Three responses were received for ITB No. 083D-24F on March 22, 2024, two of which were non-responsive. The bid from Virginia Transformer meets technical specifications, offers reasonable pricing, and is recommended for award.

7. Minority- and/or Woman-Owned Enterprise (MWBE) participation in this award is 100%.

8. Funding in the total amount of $1,338,774.00 is available in the Water Improvement Bond Fund. Upper Trinity will provide funding in the amount of $1,338,774.00 for the transformers.

**Recommendation**

The resolution be approved.

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22 Resolution - Renewing the Contract with Nunnelee Trans Inc., dba Eagle Transmissions in the Total Estimated Amount of $220,000.00 for Automotive Transmission Repair, Rebuild and Exchange Services

**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 equipment will be repaired and maintained with minimum downtime, keeping service levels high and enhancing Fleet Services.

3. This renewal establishes the continuation of a two-year contract for providing automotive transmission repair, rebuild and exchange services on an as-needed basis. This is the first, two-year renewal options.

4. 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>
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<tr>
<td>Nunnelee Trans Inc., dba Eagle Transmissions</td>
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**Recommendation**

The resolution be approved.

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23 **Resolution - Authorizing Payment to Recon Infosec, Inc., in the Amount of $228,330.00 for Managed Security Operations Center Annual Maintenance**

**Administrative Comments**

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

2. **Impact:** This item allows the continuation of a managed Security Operations Center (SOC) staffed with IT experts solely focused on the organization's security augment the IT Department's ability to better manage cyber risk by improving the process of detecting, analyzing, and responding to threats. Recon Infosec, a 3rd party vendor, will provide 24/7/365 monitoring of our environment, real-time visibility in operations, better insight on threat intelligence, and improve our overall security posture without significantly increasing our operating expenses.

3. Recon Infosec, Inc., has been an exemplary resource and additional layer of security for our organization. They have granted us further visibility into our environment and assisted in mitigating potential security incidents. We have completed the on-boarding process and look forward to maturing the capabilities of their services. Their security tools and seasoned practitioners allow the rest of the IT team to focus on day-to-day operations and rely on their expertise to identify...
know threats or disregard false positives.

4. This is the second of four, one-year renewal options and is paid in advance of the service year. The current term expires on August 3, 2024.

5. Funding in the amount of $228,330.00 is available in the Technology Fund.

**Recommendation**

The resolution be approved.

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**End of Bids**

24 **Ordinance - Amending the Code of Civil and Criminal Ordinances of the City of Irving, Texas by Repealing Section 34-2.4, "Closing of Streets for Neighborhood Block Parties; Application; Fee" of Chapter 34 "Streets and Sidewalks" of Article I. "In General"; Providing a Penalty; Providing a Savings Clause Providing a Severability Clause; Providing for Conflict Resolution; and Establishing an Effective Date.**

**Administrative Comments**

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

2. **Request:** Repeal of Section 34-2.4 "Closing of Streets for Neighborhood Block Parties; Application; Fee" of Chapter 34 "Streets and Sidewalks" of Article I "In General" from the Code of Civil and Criminal Ordinances of the City of Irving, Texas.

3. **Purpose:** In 2021, Chapter 33B, "Special Events," was adopted to establish regulations for event permits on city-owned property, including street closings. This makes Section 34-2.4, "Neighborhood Block Party Permits," redundant and no longer necessary.

4. **Background:** Ordinance 2358, adopted in 1972, provided for the closing of public streets for neighborhood block parties, creating an application process fee and required insurance. Section 34-2.4(b) was amended in 1995 by Ordinance 6634 to increase the application fee to cover liability insurance. In 2021, Ordinance 2021-10527 established regulations for events on city-owned property, including street closings, making the previous block party permit section redundant.

5. **Impact:** Repealing Section 34-2.4 will eliminate redundant regulations and streamline the permitting process under the comprehensive Special Events regulations established in Chapter 33B.

**Recommendation**

The ordinance be adopted.
INDIVIDUAL CONSIDERATION

Resolution - Approving the Submission of the Fiscal Year 2024-2025 Action Plan to the United States Department of Housing and Urban Development for the Use of Federal Funds (Community Development Block Grant, Home Investment Partnerships Grant, and Emergency Solutions Grant)

Administrative Comments

1. This item is recommended by the Housing and Redevelopment Division and supports Future In Focus: Safeguard public safety, security and health and improve property conditions and overall appearance of the city.

2. Impact: This action will set priorities, goals, and resource allocations for the use of grant funding from the United States Department of Housing and Urban Development (HUD) to provide community development services to the residents of Irving.

3. As a HUD-funded community, Irving will receive $2,198,776.00 in Community Development Block Grant (CDBG), $757,189.00 in Home Investment Partnerships Grant (HOME), and $190,903.00 in Emergency Solutions Grant funds for the 2024 Program Year, which runs from October 1, 2024 to September 30, 2025.

4. In order to receive these funds, the City of Irving is required to submit a Consolidated Plan every five years, which serves as a strategic plan for the use of these HUD funds. In addition, the City of Irving is required to annually submit an Action Plan to HUD no later than August 15 of any given year. The Action Plan outlines the specific programs and services that will be funded to address Irving’s strategies as stated in the five-year 2024-2028 Consolidated Plan.

5. Citizen input regarding the Fiscal Year 2024-2025 Action Plan was solicited through the conduct of two advertised public hearings as well as through website posting and an online survey. The Housing and Human Services Board approved its recommended allocation of Fiscal Year 2024-2025 funds and approved the Action Plan as a whole at their July 17, 2024 meeting. The Board’s recommendation for this funding is based on Consolidated Plan priorities, non-profit organization applications and interviews, and recommendations from the Housing and Redevelopment staff.

6. The proposed resolution adopts the Fiscal Year 2024-2025 Action Plan, with associated budgets for the use of CDBG, HOME, and ESG funds; its designated HOME and ESG matching contributions; and all applicable priorities and goals in the Consolidated Plan.

7. This item was approved by Housing and Human Services Board on July 17, 2024.
Recommendation
The resolution be approved.

Resolution - Approving the Fiscal Year 2024-2025 Community Development Block Grant Public Service Allocations to Area Non-Profit Organizations in the Amount of $325,812.00

Administrative Comments
1. This item is recommended by the Housing and Redevelopment Division and supports Future In Focus: Safeguard public safety, security and health and Improve property conditions and overall appearance of the city.

2. **Impact:** This action will provide funding to local non-profit organizations to improve services to Irving residents.

3. As a recipient of funds from the United States Department of Housing and Urban Development (HUD), the City of Irving will receive $2,198,776.00 in Community Development Block Grant (CDBG) funds, Fiscal Year 2024-2025. The City of Irving may allocate up to 15% of CDBG funds to public services.

4. The Housing and Redevelopment Division solicited applications from non-profit agencies from March 4 through April 5, 2024. The Housing and Human Services Board interviewed applicants at its May 9, 2024 meeting and approved the budgets for CDBG expenditures, including allocations to the non-profit organizations, at its June 19, 2024 meeting.

5. Community input regarding public services allocations was solicited through a public comment period and through the conduct of two public hearings.

6. Funding in the amount of $325,812 will be available in the Outside Services budget within the Community Development Block Grant Fund.

Recommendation
The resolution be approved.

Ordinance - Public Hearing and Designating Approximately 5.731 Acres of Land Located at 2203 W. Royal Lane as Tax Abatement Reinvestment Zone No. 61

Administrative Comments
1. This item is recommended by the Office of Economic Development and supports Future In Focus: Vibrant Economy – Support business retention and recruitment.

2. **Impact:** This ordinance will designate land as Tax Abatement Reinvestment Zone No. 61.
3. This item was discussed at the April 11, 2024, Executive Session of the Irving City Council Work Session meeting.

4. Fox Television Stations, LLC. and/or its Company Affiliate(s), plans to purchase the site located at 2203 W. Royal Lane, and the designation of a tax abatement reinvestment zone will allow for the construction of one (1) new office building/broadcast studio totaling approximately 53,000 SF at the site.

5. The planned developments on the property are intended to bring new private investment leading to new tax base and additional employment to Irving.

6. State law requires that notice of a public hearing to consider a tax abatement agreement must be provided at least thirty (30) days before the scheduled time of the meeting. A notice was published in accordance with Chapter 551, Government Code, on Saturday, June 29, 2024.

7. Designation of the reinvestment zone is reasonably likely to contribute to the retention or expansion of primary employment and attract major investment in the zone that would benefit the property and contribute to the economic development of the City.

**Recommendation**

The ordinance be adopted.

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**Resolution - Approving a Tax Abatement Agreement Between the City of Irving, Fox Television Stations, LLC, NW Communications of Texas Inc. (D/B/A KDFW), Fox Stations Sales Inc., New Fox Services LLC, and FoxCorp Holdings, LLC., in an Amount Dependent Upon Annual Qualifications**

**Administrative Comments**

1. This item is recommended by the Office of Economic Development and supports Future In Focus: Vibrant Economy – Support business retention and recruitment.

2. **Impact:** Approval of this tax abatement agreement will assist Fox Television Stations, LLC, NW Communications of Texas Inc. (D/B/A KDFW), Fox Stations Sales Inc., New Fox Services LLC, and FoxCorp Holdings, LLC (“Company”) in the development of a new office building/broadcast studio in the City of Irving.

3. This economic development incentive agreement was discussed at the Irving City Council Work Session meetings on April 11, 2024.
4. Under this Agreement, the required Minimum Qualifications to be achieved by the Company are as follows: (i) Purchase the real property at 2203 W. Royal Lane, Irving, Texas (“Premises”) by September 30, 2024; (ii) Construct at least one (1) new office building/ broadcast studio, totaling at least 53,000 SF, at the Premises by December 31, 2026; (iii) Occupy at least 53,000 square feet of the newly constructed office building/ broadcast studio at the Premises by December 31, 2026, and maintain for at least ten (10) continuous years; and (iv) Increase the taxable value of the Real Property Improvements owned by the Company, at the Premises by at least $30,000,000 over the 2024 Dallas County Appraisal District certified taxable value by January 1, 2027. (iv) Increase the combined taxable value of the Business Personal Property owned by the Company and/or Company Affiliates, at the Premises by at least $20,000,000 over the 2024 Dallas County Appraisal District certified taxable value by January 1, 2027.

5. Upon achievement of Minimum Qualifications, the Company would be eligible to receive a 50% property tax abatement on the net new Maintenance and Operations (M&O) taxable value of Real Property Improvements (land value is not included in this abatement) owned by the Company, at 2203 W. Royal Lane, Irving, Texas. The abatement could be available for up to ten (10) consecutive years upon achievement of all Minimum Qualifications annually.

6. Should the Company fail to maintain its obligations for which the incentives were received, the company shall be required to repay the total value of all incentives received plus interest.

7. State law requires that a notice of a public hearing to consider a tax abatement agreement must be provided at least thirty (30) days before the scheduled time of the meeting. A notice was published in accordance to Chapter 551, Government Code, on Saturday, June 29, 2024.

**Recommendation**

The resolution be approved.
ZONING CASES AND COMPANION ITEMS

29 Resolution - 2024-06-5306 - Considering a Request for a Temporary Use Permit to Allow Operation of a Circus to Exceed the Maximum Allowed 30 Days Within a Calendar Year - 3602 W. Airport Freeway

Administrative Comments

1. Owner: Mall Ground Portfolio, LLC (Irving Mall)
   Applicant: Delman Circus

2. The applicant is seeking approval of a Temporary Use Permit to operate a Circus that exceeds the maximum 30 days in a calendar year at 3602 W. Airport Freeway in the parking lot between Irving Mall and State Highway 183.

3. Section 1.19 of the Unified Development Code regulates Temporary Uses.
   a. Section 1.19.2 states that temporary use permits may be administratively issued for carnivals, circuses, and fairgrounds for up to 30 days.
   b. Section 1.19.3 states that the City Council can grant temporary uses for uses over 30 days and up to 180 days.

4. The 30 days are measured on a rolling calendar. In October, Irving Mall will have eight (8) available days in the rolling year where 21 days are needed, exceeding the maximum allowed by 13 days.

5. The applicant, Delman Circus, intends to occupy the site for 21 days from October 8, 2024 to October 29, 2024, with performances from October 11, 2024 through October 28, 2024.

6. The group’s attendance projections are for a total of approximately 3,375 people over the duration of the Temporary Use Permit, with peak attendance being approximately 375 people over 3 shows on each Sunday (October 13, 20, and 27).

7. The site plan is anchored by a “big top” styled tent and a series of eleven (11) “RVs” for staff accommodations, with indoor and outdoor experiences throughout the venue. One on-site concession trailer will be available; however, there will be no alcohol sales.

8. All fire lanes will be maintained for the duration of the event. Additionally, all parking must be contained on-site and off of any state or local roadways.

9. Five temporary restrooms will be available.

10. Separate permits will be required for the tents.

11. Staff from Fire, Police, Inspections, and Traffic and Transportation have reviewed the application.
**Recommendation**

Approval of the Resolution

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**Ordinance - CP23-0016 - Considering a Comprehensive Plan Amendment**

Changing the Future Land Use Category from "Local Commercial" and "Traditional Neighborhood" to "Compact Neighborhood" - Approximately 1.31 Acres Located at 1221 and 1225 Senter Road

**Administrative Comments**

1. The Planning and Zoning Commission recommended **denial** on July 1, 2024 by a vote of 8-0.

   Commissioners in support of recommendation for denial: Skinner, Prichard, Haacke, Vigliante, Myrick, Lightfoot, Reyes, Sanguino

   Commissioner absent: Denny

2. Owners/Applicant: Metro RealEdge LLC (Milan and Indra Poudel)

3. The subject property is an approximately 182 ft. wide by 316 feet deep, 1.31-acre vacant tract. The Imagine Irving Comprehensive Plan Future Land Use Map recommends **Traditional Neighborhood (1221 Senter Rd.) and Local Commercial (1225 Senter Rd.)** uses for the subject property.

4. The **Traditional Neighborhood** land use category is described as a “Predominantly residential area with the appearance of traditional single-family detached homes or duplexes with some mix of non-residential uses at intersections of collector or arterial streets.

5. The **Local Commercial** land use category is described as a “Neighborhood serving commercial areas along collector or minor arterial roads in close proximity and safely walkable from nearby residences.” This category was likely chosen due to the location of commercial property to the northeast of the site, and the proximity to the intersection with Shady Grove Road.

6. In conjunction with the companion zoning case (ZC23-0047), the applicant seeks to change the future land use to **Mid-density Residential**, being described as a “Medium density residential areas typically five stories or less. New structures should be high quality construction sited near public transportation nodes, arterial streets or in proximity to mixed use areas. Pedestrian-oriented buildings and streets are preferred.” The companion zoning case seeks to rezone the property to allow multi-unit townhouse style development.
7. Half of the property has a non-residential Future Land Use category (“Local Commercial”); however, all of the surrounding property is categorized as “Traditional Neighborhood” or “Compact Neighborhood” or is zoned for residential uses. Therefore, evaluation of the amendment to the Future Land Use Map is based on both the residential-to-residential and the non-residential-to-residential criteria.

8. The Future Land Use Map Interpretation Policies under Goal 1 of the Land Use + Urban Design Section of the 2017 Imagine Irving Comprehensive Plan requires that, if an area that is designated and/or developed as residential desires to transition to another residential use, the City of Irving should require the following:

   a. The area is **physically appropriate** (i.e., size, shape, etc.) for the proposed residential use.

   b. The area **provides adequate access and parking capacity** required for the proposed residential development.

   c. The rezoning **does not create any foreseeable negative impacts on the adjacent uses**.

9. The applicant’s letter of justification states that the proposed change meets these stipulations, with corresponding staff comments as follows:

   a. The property is suited in size, shape, and location for residential use.

   b. The property is to the rear of two recently constructed single-family residences and part of a larger predominantly residential area.

   c. The rezoning does not result in a shortage of land available in the immediate area for non-residential development.

   d. There is no remaining residual property left from this development and it continues the expansion of residential housing in the area.

10. The Future Land Use Map shows the developed properties to the north and developed as duplexes categorized as “Compact Neighborhood”. Vacant properties to the north are categorized as “Local Commercial” but are zoned for single family and have recently been sold to BCDC for residential homes. Developed property with homes and a church to the west and south is categorized as “Traditional Neighborhood”. The nearest properties categorized as “Mid-density Residential” are over ¼-mile away to the southwest along Hilltop Drive. Accordingly, staff does not believe the proposed future land use category is appropriate at this location.
11. Since the proposed amendment does not meet the criteria in the adopted Imagine Irving Comprehensive Plan, staff cannot support this request.

12. A total of 36 public notices were mailed. Staff received no responses in support and one (1) response in opposition.

13. **On July 18, the applicant submitted a request to withdraw this case.**

**Staff Recommendation**

The Council accept the applicant’s request to withdraw the case.

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**Ordinance - ZC23-0047 and MF23-0005 - Considering a Zoning Change from R-6 “Single-Family Residential 6” and R-3.5 “Two-Family Residential 3.5” to S-P-1 (R-2.5) “Detailed Site Plan – Four-Family Residential” with Variances to Sections 2.4.14 and 3.13 of the Unified Development Code Including But Not Limited to Minimum Side Yard Setback, Minimum Rear Yard Setback, and Minimum Landscaping Requirements - Approximately 1.31 Acres Located at 1221 and 1225 Senter Road**

**Administrative Comments**

1. The Planning and Zoning Commission recommended **denial** on July 1, 2024 by a vote of 8-0.

   Commissioners in support of recommendation for denial: Skinner, Prichard, Haacke, Vigliante, Myrick, Lightfoot, Reyes, Sanguino

   Commissioner absent: Denny

2. **Owner/Applicant: Metro RealEdge LLC**

3. **Zoning Case ZC23-0047**

   3. The applicant is requesting a zoning change and approval of a Multifamily Concept Plan to develop a vacant lot with two multi-unit townhouse-style buildings on a 1.31-acre site. The property is near the intersection of West Shady Grove Road and Senter Rd. It is a strip of land between duplex uses to the north, single family to the south, and a church to the west. A portion of Fritz Park is located to the east across Senter Road.

   4. The applicant is proposing one four-plex and one five-plex on the same lot for a total of nine (9) units. This will result in a density of seven (7) units per acre. The R-MF-2 district allows a maximum density of 18 units per acre. All nine units will have three bedrooms and be approximately 1,400 square feet. The units will be designed
similar to townhomes where each will have a front door on the ground level and the upper levels will be part of the same unit. These are multifamily because all the units are on one lot with one ownership and are not intended to be divided into separate lots or sold individually.

5. No variances to the R-MF-2 standards are required. Other variances from the multifamily standards are listed in the evaluation of the Multifamily Concept Plan (MFCP) section of this report.

Community Framework Plan

6. The applicant provided a required Community Framework Plan (CFP) with the purpose of evaluating the location of any proposed multifamily development in context with the location of amenities and services that are necessary to accommodate such a development.

7. The CFP shows there are several recreation centers, parks, retail, and schools within one to two miles of the subject property.

Multifamily Concept Plan MF23-0005

8. The Multifamily Concept Plan (MFCP) ensures compliance with Section 3.13 (Multifamily Development Standards). Variances from these standards may be requested as part of the MFCP.

9. The applicant is proposing a 2-story four-plex (“Block A” on the Multifamily Concept Plan) and a two-story five-plex building (“Block B” on the Multifamily Concept Plan) on 1.31 acres, with a total lot density of 7 units per acre.

10. Based on the unit mix, a minimum of 23 parking spaces are required. The proposed Multifamily Concept Plan establishes a requirement that each unit will have a 20-ft. by 20-ft. two-car garage and will meet the required parking count. Additionally, 13 guest parking spaces will be located adjacent to the five-plex (“Block B”). A total of 31 parking spaces are provided for the nine units (2 per each in 9 units = 18 + 13).

11. As the development is not a typical multi family configuration, the following variances are being requested from the Multifamily Development Standards (Section 3.13 of the Unified Development Code).
<table>
<thead>
<tr>
<th>Standard</th>
<th>Required</th>
<th>Provided</th>
<th>Requested Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum North Side Setback from Single-family Zoned Property</td>
<td>75 Feet from single-family or 3x height, whichever is greater</td>
<td>40 Feet</td>
<td>-35 Feet</td>
</tr>
<tr>
<td>Sec. 3.13.2(d)(5)(d)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimum East Side Setback from Single-family Zoned Property</td>
<td>75 Feet from single-family or 3x height, whichever is greater</td>
<td>55 Feet</td>
<td>-20 Feet</td>
</tr>
<tr>
<td>Sec. 3.13.2(d)(5)(d)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimum Rear Setback from Single-family Zoned Property</td>
<td>75 Feet from single-family or 3x height, whichever is greater</td>
<td>18 Feet</td>
<td>-57 Feet</td>
</tr>
<tr>
<td>Sec. 3.13.2(d)(5)(d)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscape Buffer Adjacent to Principle Buildings</td>
<td>12 feet</td>
<td>0 feet</td>
<td>12 feet</td>
</tr>
<tr>
<td>Sec. 3.13.2 (8)(d)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

12. Staff from Traffic and Transportation, Fire, Water Utilities, CIP, and Inspections have reviewed the request and have no comments.

13. While the proposed density is compatible with the adjacent uses, the design of the project does not overall fit with the existing neighborhood. The applicant’s plan as currently construed includes extensive paving, and requires several variances to the landscaping, open space and single-family residential setback requirements. Furthermore, the project does not comply with the Comprehensive Plan Future Land Use Map, nor can Staff support the requested Future Land Use Amendment (Case # CP23-0016). Additionally, the development is not a good transition of use between single-family residential uses in the area. Therefore, staff cannot support this case.

14. A total of 36 public notices were mailed. Staff received no responses in support and one (1) in opposition to this request.

15. **On July 18, the applicant submitted a request to withdraw this case.**

**Staff Recommendation**

The City Council accept the applicant’s request to withdraw this case.
Ordinance - 2024-186-CP - Considering a Comprehensive Plan Amendment Changing the Future Land Use Category from "Business/Office" to "Community Village" - 900 Byron Nelson Way (Also Known as 701 Mills Lane) - Postponed from June 27, 2024

Administrative Comments

1. The Planning and Zoning Commission recommended approval on June 3, 2024 by a vote of 6-2.

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

2. Owner: DLC Hotel Owner, LLC
   Applicant: Koa Partners

3. The subject property is an approximate 7.22-acre lot that is developed with a self-storage/mini warehouse facility constructed in 1983. The applicant requests a zoning change to S-P-2 (C-C) “Generalized Site Plan – Community Commercial” with variances to Sec. 3.16 “Self Storage – Mini Warehouses” to allow construction of a new two story storage building.

4. The subject property is a 5.67-acre tract. The Imagine Irving Comprehensive Plan Future Land Use Map recommends Business/Office uses for the subject property. The Business/Office land use category is described as a “Flexible use area for retail, office and commercial uses. Multi-story structures with a mix of surface and structured parking. Uses are primarily office oriented with some supportive services.” Likely Compatible Zoning: P-O, C-O, C-N, C-C, FWY.

5. In conjunction with the companion zoning case (2024-109-ZC), the applicant seeks to change the future land use to Community Village, being described as a “Pedestrian-oriented mixed-use village with free standing structures ranging from two to four stories. Areas should contain a mix of live and work opportunities with retail, entertainment, and housing within one-half mile of any residential unit. Ideally located near a variety of transportation options. Typical net units per acre: 8 – 30 units/acre.” The companion zoning case seeks to rezone the property to allow a mixed use development, with approximately 24 units per acre in Phase 1.

6. The property is not located within one-half mile of a rail station or high frequency bus station; therefore, the “Transit Oriented Development” future land use category is not appropriate for this location. Likewise, the property is not in the Heritage District, so the “Main Street/Downtown” future land use category is also not applicable. The Comprehensive Plan currently does not have a future land use category for high-density multifamily residential or high-intensity mixed uses other than the above-referenced categories. The “Community Village” classification was created in 2023 to identify areas for low intensity mixed use development.
and was therefore chosen as the closest category for the proposed use.

7. The Future Land Use Map designates the surrounding properties as follows:

<table>
<thead>
<tr>
<th>Direction</th>
<th>Future Land Use Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>Open Space</td>
</tr>
<tr>
<td>East</td>
<td>Open Space</td>
</tr>
<tr>
<td>Southeast</td>
<td>Mid-Density Residential</td>
</tr>
<tr>
<td>South</td>
<td>Traditional Neighborhood and Compact Neighborhood</td>
</tr>
<tr>
<td>Southwest</td>
<td>Open Space</td>
</tr>
<tr>
<td>West</td>
<td>Local Commercial</td>
</tr>
</tbody>
</table>

8. The property is bounded by the following roads:

<table>
<thead>
<tr>
<th>Roadway</th>
<th>Master Thoroughfare Plan Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Byron Nelson Way</td>
<td>Local Road</td>
</tr>
<tr>
<td>Leland Boulevard</td>
<td>Minor Arterial</td>
</tr>
</tbody>
</table>

9. The proposed mixed use product is primarily multifamily residential in Phase 1, and will have an unknown mix of uses in Phase 2. Since no evaluation standards currently exist for mixed use, the justification for a change in the future land use map is being evaluated based on the considerations for a change from “non-residential” to primarily “residential” uses. Accordingly, the Comprehensive Plan states that the City of Irving should require the following:

a. The area is physically appropriate (i.e., size, shape, etc.) for residential use.

b. The area is adjacent to a residential neighborhood shown on the generalized Future Land Use Map and is not separated from the neighborhood by a major thoroughfare (or larger), or the residential use is a part of a mixed-use development.

c. The rezoning will not result in a shortage of land designated for non-residential development.

d. The rezoning does not leave a residual tract of non-residentially zoned property that does not conform to the generalized Future Land Use Map, or that negatively affects the proposed residential use.

e. The rezoning provides for an appropriate transition between residential and non-residential uses through separation by distance, screening, or land use (i.e., creek, four-lane roadway, etc.), if integration of residential and non-residential land uses into a mixed use environment is not achievable.

10. The applicant submitted a response letter to staff stating:

a. The Ritz Condominium project, being adjacent to the Country Club, is an
appropriate use and size project.

b. The existing parcel is adjacent to a grocery store-anchored retail center to the west and is separated from single-family residential by Leland Boulevard to the south.

c. The site has sufficient room for residential and non-residential development.

d. The rezoning does not leave a residual tract.

e. The use provides an appropriate transition between residential and non-residential uses. Screening of structured parking and service areas will be provided.

11. Given the property's location near a mix of residential and commercial uses and the potential for infill development complimentary to the nearby country club and golf course, **staff believes the Community Village future land use designation is appropriate for this property.**

12. A total of 377 public notices were mailed. Staff received six (6) responses in support and thirteen (13) responses in opposition to this request, plus a petition in opposition with 184 names (163 addresses). The opposition represents 5.32% of the land within 200 feet of the subject property.

13. This case was postponed from the June 27, 2024 City Council meeting at the applicant’s request.

**Staff Recommendation**

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

33 **Ordinance - 2024-109-ZC - Considering a Zoning Change from PUD 1 (C-N) "Planned Unit Development No. 1 for Neighborhood Commercial Uses" to S-P-2 (Mixed Use) "Generalized Site Plan - Mixed Use" and Establishing Development Standards for Urban Style Development - 900 Byron Nelson Way (Also Known as 701 Mills Lane) - Postponed from June 27, 2024**

**Administrative Comments**

1. The Planning and Zoning Commission recommended **approval** on June 3, 2024 by a vote of 5-3.

   **Commissioners in support:** Haacke, Vigliante, Myrick, Lightfoot, Reyes,

   **Commissioners in opposition:** Skinner, Prichard, Denny
Commissioner absent: Sanguino

2. **Owner:** DLC Hotel Owner, LLC

   **Applicant:** Koa Partners

3. The subject property is a 5.67-acre vacant tract. The applicant is requesting a zoning change to allow a mixed use development built in two-phases, including up to 89 multifamily units.

4. While the property is currently in PUD 1 (Planned Unit Development 1), the proposed project does not fit into the PUD 1 structure. The PUD does not allow for a "mixed use" product, nor does it have any remaining multifamily capacity. Accordingly, staff recommended that the applicant submit a zoning change request to remove the property from the PUD and be rezoned as a S-P-2 “Site Plan” zoning and set the standards for the Urban Mixed Use development.

5. The development is proposed to be in two phases. Phase 1 will be on the northern 3.6 acres of the property and is expected to consist of multifamily and restaurant uses, most likely in a single structure. The applicant’s letter states that they anticipate it will “consist of a branded condominium tower sitting atop of a structured parking garage with the garage roof serving as an amenity/pool deck”, with “either an exclusive club/lounge at the top of the tower for use by the residences or a fine dining restaurant (tenant space) that is open to the general public”.

6. The applicant’s letter states that Phase 2 “is anticipated to be a mix of Commercial/Entertainment, and additional condominium uses,” and the site plan states it could include multifamily, hotel, office, retail, restaurant, indoor amusement, and/or other commercial uses.
   
   a. “Indoor Amusement” uses would require a Conditional Use Permit to be approved by the City Council prior to issuance of a Certificate of Occupancy, as the property is within 500 feet of single-family residential property. Staff has requested that the applicant add a clarifying note on the site plan.
   
   b. Restaurants requesting to sell alcoholic beverages will still require S-P-1 (R-AB) zoning, per Section 3.3 of the Unified Development Code

7. The city’s Unified Development Code (UDC) does not provide a definition of “Mixed Use” outside of a Transit-Oriented Development (TOD) District or the State Highway 161 Overlay. Additionally, the Irving Unified Development Code does not have an existing zoning district that provides standards for a mixed use development such as the one being proposed; the TOD/Transit Oriented Development district provides for an urban form, high intensity mixed use in proximity to a rail station, which is not appropriate nor applicable at this location. Therefore, the applicant is establishing the standards for this mixed use development through the S-P-2 process.

8. The proposal is a “Mixed Use” product and not purely a multifamily product and
therefore Multifamily Concept Plan standards that create “garden style” apartments are not appropriate. The proposed site plan includes a note that Section 3.13 “Multifamily Development” does not apply for this development, nor is a Multifamily Concept Plan required. However, the standards in 3.13 were used, in part, to evaluate the standards for the proposed mixed use development. Many of the standards listed on page 2 of the site plan are informed by the multifamily development standards but they are not required “variances”.

9. The applicant proposes the following development standards:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Min. Front Building Setback</td>
<td></td>
</tr>
<tr>
<td>- From Byron Nelson Way</td>
<td>10 feet</td>
</tr>
<tr>
<td>- From Leland Blvd</td>
<td>20 feet</td>
</tr>
<tr>
<td>Min. Side and Rear Building Setbacks</td>
<td>10 feet</td>
</tr>
<tr>
<td>Minimum Separation Between Buildings (end-to-end)</td>
<td>30 feet</td>
</tr>
<tr>
<td>Maximum Building Length</td>
<td>365 feet</td>
</tr>
<tr>
<td>Minimum Height</td>
<td>Residential: 7 stories or 80 feet (excl. levels of podium garage)</td>
</tr>
<tr>
<td></td>
<td>Non-residential: no minimum</td>
</tr>
<tr>
<td>Maximum Height</td>
<td>20 stories or 250 feet</td>
</tr>
<tr>
<td>Hotel (as part of mixed use building)</td>
<td>Does not need to comply with Sec. 3.10 “Hotel Development Standards”</td>
</tr>
<tr>
<td>Hotel (stand-alone building)</td>
<td>Shall comply with Sec. 3.10 “Hotel Development Standards”</td>
</tr>
<tr>
<td>Max. Lot Coverage</td>
<td></td>
</tr>
<tr>
<td>- Buildings</td>
<td>80%</td>
</tr>
<tr>
<td>- Buildings, Driveways, and Parking</td>
<td>90%</td>
</tr>
<tr>
<td>Dwelling Unit Size</td>
<td>Will comply with standards in Sec. 3.13.2 (d)(6) “Multifamily Development”</td>
</tr>
<tr>
<td>Street Trees</td>
<td></td>
</tr>
<tr>
<td>- Minimum</td>
<td>1 tree per 30 feet on center</td>
</tr>
<tr>
<td>- Maximum</td>
<td>1 tree per 50 feet on center</td>
</tr>
<tr>
<td>Minimum Landscape Buffer</td>
<td></td>
</tr>
<tr>
<td>- Side/Rear adjacent to other non-residential structures</td>
<td>8 feet</td>
</tr>
<tr>
<td>- Abutting public streets</td>
<td>10 feet</td>
</tr>
<tr>
<td>- Adjacent to principal buildings</td>
<td>8 feet</td>
</tr>
</tbody>
</table>

10. Parking for all uses will comply with those established in Sections 4.4.3 “Off-Street Parking Requirements” and in Section 3.10 “Hotel Development Standards of the Unified Development Code. Multifamily uses will have the following parking requirements:
### Required Parking

<table>
<thead>
<tr>
<th>Required Parking</th>
<th>Multifamily Standards (Sec 3.13.2)</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Bedroom</td>
<td>1.5 spaces/unit</td>
<td>1.5 spaces/unit (no variance)</td>
</tr>
<tr>
<td>Two Bedrooms</td>
<td>1.8 spaces/unit</td>
<td>1.8 spaces/unit (no variance)</td>
</tr>
<tr>
<td>Three Bedrooms</td>
<td>2.5 spaces/unit</td>
<td>2.5 spaces/unit (no variance)</td>
</tr>
<tr>
<td>Four Bedrooms</td>
<td>3.0 spaces/unit</td>
<td>2.5 spaces/unit (0.5 space variance)</td>
</tr>
</tbody>
</table>

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

   a. The **Fire Department** stated that future development must comply with all IFD codes and ordinances.

   b. The **Traffic Department** stated that a Traffic Impact Analysis (TIA) shall be required and approved prior to the issuance of a building permit. The developer should contact the Traffic and Transportation Department for requirements and scope of the TIA.

   c. The **Water Utilities Department** stated that it is unclear if capacity exists in the sanitary sewer system for this development. A sewer capacity study, and possibly infrastructure upgrades, will be required prior to approval of any plats or building permits. Additionally, the department noted that utility easements cannot be abandoned by plat or through zoning.

   d. The **CIP Department** stated that the City will require a 10-foot utility easement along Leland Boulevard during the platting process, and that the City will keep the existing 10-foot utility easement along Byron Nelson Way.

12. With a location next to a large hotel, golf course, retail center, multifamily (condo) uses and single family residential, the site has the opportunity to showcase how mid-density mixed use projects can be completed at appropriate infill locations. Residents will have access to ample retail, restaurant and recreation uses within walking distance, adjacent to the property. Finally, development is anticipated to provide a more walkable environment adjacent to the property. For these reasons, staff can support this request.

13. A total of 377 public notices were mailed. Staff received six (6) responses in support and thirteen (13) responses in opposition to this request, plus a petition in opposition with 184 signatures (163 addresses). The opposition represents 5.32% of the land within 200 feet of the subject property. Since this is less than 20%, per state law a ¾-vote is not required for approval.

14. This case was postponed from the June 27, 2024 City Council meeting at the applicant’s request.
Staff Recommendation
The ordinance be adopted per the recommendation of the Planning and Zoning Commission

34 Ordinance - 2024-198-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 for a Carport - 3709 Canary Dr.

Administrative Comments
1. The Planning and Zoning Commission recommended approval on July 1, 2024 by a vote of 6-2.
   Commissioners in support: Skinner, Haacke, Vigliante, Myrick, Lightfoot, Reyes
   Commissioners in opposition: Prichard, Sanguino
   Commissioner absent: Denny

2. Owner/Applicant: Ronald Holbrook

3. The subject property is a 0.17-acre lot with an existing single-family house. The applicant is requesting a zoning change to allow a front carport to encroach 14 feet into the established 30-foot front yard setback.

4. The proposed carport is proposed to be 13 feet tall (as measured to the peak of roof) and will measure 18 feet in length by 19 feet in width. The carport has not been built.

5. Per Section 8.4.2 "Established Front Yard", the front yard setback shall be the same as the average front yard line of the street if thirty (30) percent or more of the street’s frontage has an observed front yard line. While the R-6 district currently requires a minimum 25-foot front yard setback, the houses fronting this side of Canary Dr. were built following a 30-foot front yard setback, as was required in the R-6 district at the time.

6. The following variance is being requested:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Required</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Established Front Yard Setback (Sec. 8.4.2)</td>
<td>30 feet</td>
<td>16 feet (14-foot variance)</td>
</tr>
</tbody>
</table>
7. The applicant states they are requesting a carport to protect an antique car that they inherited from weather damage.

8. Two (2) zoning cases approving variances for front carports have been approved within approximately ¼-mile of the subject property. One case was approved in 1995 on Flamingo Lane, northwest of the subject property. The second case was approved in 1996 on Whippoorwill Lane, also to the northwest of the subject property. No carports have been approved on Canary Drive.

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

10. A total of 41 public notices were mailed. Staff has received three (3) responses in support and none in opposition to this request.

**Staff Finding**

No undue hardship is evident, and the site plan does not comply with the development standards outlined in Section 8.4.2 (Established Front Yard) in the Unified Development Code.

35  **Ordinance - 2024-216-CP - Considering a Comprehensive Plan Amendment Changing the Future Land Use Category from "Business/Office" to "Mid-Density Residential" - 519 Joffre Dr.**

**Administrative Comments**

1. The Planning and Zoning Commission recommended **denial** on July 1, 2024 by a vote of 7-1.

   Commissioners in support: Skinner, Spurlock, Vigliante, Myrick, Lightfoot, Reyes, Sanguino

   Commissioner in opposition: Haacke

   Commissioner absent: Denny

2. Owner/Applicant: Joffre519 LLC, individual series of Cori Ardo LLC

3. The subject property is a 0.74-acre vacant tract. The Imagine Irving Comprehensive Plan Future Land Use Map recommends **Business/Office** uses for the subject property. The **Business/Office** land use category is described as an “Flexible use area for retail, office and commercial uses. Multi-story structures with a mix of surface and structured parking. Uses are primarily office oriented with some supportive services. Likely Compatible Zoning: P-O, C-O, C-N, C-C, FWY.” The
Business/Office district was formerly the “Business District”; it is unknown why this category was chosen for this property. It may have been with the intention of including it in the adjacent commercial development or could have been in error during the Imagine Irving Comprehensive Plan process.

4. In conjunction with the companion zoning case (2024-199-ZC), the applicant seeks to change the future land use to **Mid-Density Residential**, being described as a “Medium density residential areas typically five stories or less. New structures should be high quality construction sited near public transportation nodes, arterial streets or in proximity to mixed use areas. Pedestrian-oriented buildings and streets are preferred. Likely Compatible Zoning: R-MF-1, R-MF-2, R-MF-O, R-XF.” The companion zoning case seeks to rezone the property to R-XF “Extra Family Residential” to allow extra family uses.

5. The Master Thoroughfare Plan categorizes Joffre drive as a local road. The closest intersection is with E Pioneer Dr., which is classified as a “5U (5-lane undivided) Minor Arterial”.

6. The Future Land Use Map Interpretation Policies under Goal 1 of the Land Use + Urban Design Section of the Imagine Irving Comprehensive Plan requires that, if an area that is designated and/or developed as **non-residential desires to transition to a residential use**, the City of Irving should require the following:

   a. The area is physically appropriate (i.e., size, shape, etc.) for residential use.

   b. The area is adjacent to a residential neighborhood shown on the generalized Future Land Use Map and is not separated from the neighborhood by a major thoroughfare (or larger), or the residential use is a part of a mixed-use development.

   c. The rezoning will not result in a shortage of land designated for non-residential development.

   d. The rezoning does not leave a residual tract of non-residentially zoned property that does not conform to the generalized Future Land Use Map, or that negatively affects the proposed residential use.

   e. The rezoning provides for an appropriate transition between residential and non-residential uses through separation by distance, screening, or land use (i.e., creek, four-lane roadway, etc.), if integration of residential and non-residential land uses into a mixed use environment is not achievable.

7. Likewise, it states that, if an area that is designated and/or developed as **residential desires to transition to a different residential use (such as low density to medium density)**, the City of Irving should require the following:

   a. The area is physically **appropriate** (i.e., size, shape, etc.) for the proposed residential use.

   b. The area provides **adequate access and parking capacity** required for the
proposed residential development.

c. The rezoning does not create any foreseeable negative impacts on the adjacent uses.

8. In this case, since the property has historically been a single-family residence and generally been in low-density residential categories in past Future Land Use Maps, staff is evaluating this case on this second set of criteria.

9. Staff does not believe the requested change meets criteria (c) from the future land use criteria analysis regarding negative impacts for changing from a developed residential use to a different residential future land use. This block of Joffre north of the intersection with E. Pioneer Drive includes large single-family residential lots, and the proposed change to multifamily is inconsistent with that use. Therefore, staff cannot support this future land use change. Staff will identify this area for possible re-classification to “Traditional Neighborhood” at a later date.

10. A total of 26 public notices were mailed. Staff received no responses in support and six (6) responses in opposition. Opposition within 200 feet is 41.34% for the companion zoning case; however the supermajority vote requirement does not apply to this comprehensive plan change request.

Staff Recommendation

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

36 Ordinance - 2024-199-ZC - Considering a Zoning Change from R-6 "Single-Family Residential 6" to R-XF "Extra Family Residential" - 519 Joffre Dr.

Administrative Comments

1. The Planning and Zoning Commission recommended denial on July 1, 2024 by a vote of 7-1.

   Commissioners in support of recommendation for denial: Skinner, Prichard, Vigliante, Myrick, Lightfoot, Reyes, Sanguino

   Commissioner in opposition to recommendation for denial: Haacke

   Commissioner absent: Denny

2. Owner/Applicant: Joffre519 LLC, individual series of Cori Ardo LLC

3. The subject property is a 0.74-acre lot with a single-family home. The applicant is requesting a zoning change to allow the operation of senior Rooming
House/Boarding House uses under the R-XF “Extra Family Residential” district.

4. The property is currently a three bedroom/two bathroom home built in 1945 in the R-6 “Single-family Residential 6” zoning district. The surrounding uses on other lots facing the block are single family.

5. This case is a companion item with Comprehensive Plan Amendment 2024-216-CP which, if approved, would change the classification of the property on the Future Land Use Map from “Business/Office” to “Mid-Density Residential”.

6. The applicant indicates the proposed development will comply with all requirements in the Unified Development Code, including the R-XF “Extra Family Residential” district regulations and the minimum parking requirements. As no variances are requested or conditions being stipulated, site plan zoning is not required.

7. The applicant’s Letter of Intent states that they intend to develop the property “into a 55+ senior independent living facility with a selection of private bedrooms and shared bedrooms.” The existing house would be remodeled and expand an additional 16 rooming units to accommodate this use. The letter states that:
   
   a. Residents will be on a minimum 30-day lease
   b. Each resident will have a unique door code for secure, keyless entry
   c. The kitchen, bathrooms, and work/recreation areas will be shared by residents (no indication is made that any meals will be provided).
   d. The minimum bedroom size will be 70 sq. ft. per person for a private room, and 50 sq. ft. per person for a shared room.

8. Since this is not a site plan zoning case, none of the above statements could be enforced if approved as R-XF. Additionally, current or future owners could develop the property in conformance with any R-XF “Extra Family Residential” district uses, subject to all other requirements in the Unified Development Code. Such uses include:
   
   a. Rooming House
   b. Boarding Home
   c. Nursing Home

9. The applicant has referred to the proposal as Independent Living. The operation will not include separate fully functioning living spaces and instead will provide shared kitchen and bathroom facilities.

The National Council on Aging (NCOA.org) lists the following typical characteristics of “Independent Living”:

   a. Most independent living communities offer the following services:
i. Three meals a day  
ii. Regular, light housekeeping  
iii. Transportation to and from doctor’s appointments and nearby stores  
iv. Social activities, including planned outings to museums, restaurants, parks, and theaters  
v. On-site amenities, such as beauty salons, laundry facilities, libraries, and fitness centers  

b. Tend to attract active adults, so they may have larger campuses with more outdoor spaces  
c. Usually offer more spacious apartment options. While small studios may be available, so are apartments with one to three bedrooms, multiple bathrooms, and full kitchens.  

10. Staff from Traffic and Transportation, Fire, Water Utilities, Inspections and CIP have reviewed the request and have made the following comments:  
a. The Fire Department stated that future development must comply will all IFD codes and ordinances. Single-family homes and accessory units must be located within 150' of a street, or a fire lane will be required to be brought onto the site.  

11. While providing senior housing within a single-family neighborhood is beneficial to the residents, it would be appropriate within a single-family home at a scale consistent with the area. Staff believes that a boarding or rooming house with shared restroom and bathroom facilities for up to 19 rooms (3 existing + 16 new) does not have the characteristics of an “independent living facility”. Furthermore, the uses allowed in R-XF are not compatible with the surrounding single-family residential area. Therefore, staff is unable to support this case.  

12. A total of 26 public notices were mailed. Staff has received no responses in support and six (6) in opposition to this request. The opposition represents 41.34% of the land within 200 feet of the subject property. Since this is greater than 20%, per state law a ¾-vote is required for approval.  

Staff Recommendation  
The ordinance be **denied** per the recommendation of the Planning and Zoning Commission
Ordinance - 2024-201-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 a Variance to the Minimum Side Yard Setback on a Corner Lot - 1618 Briarwood Ln.

1. The Planning and Zoning Commission recommended approval on July 1, 2024 by a vote of 8-0.

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

   Commissioner absent: Denny

2. Owner: Barbara Berryman

   Applicant: Lively’s Carpentry Service

3. The subject property is a 0.22-acre lot with a single-family home and an accessory building in the rear yard. The applicant is requesting a zoning change to allow an encroachment into the side yard setback adjacent to a street.

4. In March 2024, the applicant applied for a building permit through the City’s Inspections Department to perform repair and reconstruction work on the foundation and roof of the existing garage. The applicant also requested to add four (4) feet to the exterior wall of the garage for additional storage space through this project.

5. Since this home is on a corner lot with double street frontage, the side yard adjacent to the side street must be 20 feet or must have the same setback as the front yard, whichever is less. In this case the front yard setback for the R-7.5 district is 25 feet, so the side yard adjacent to the street must have a 20-foot setback. It was also discovered during the permit review process that the existing garage already encroaches three (3) feet into the 20-foot side yard setback.

6. The current owners have been in the home for approximately 40 years, and they did not make any changes to the footprint during that time.

7. The following table summarizes the variance requested:

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Current Ordinance</th>
<th>Existing Encroachment</th>
<th>Request (Variance)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sec. 8.4.1 – Corner lots</td>
<td>Minimum side yard setback adjacent to a street shall be the same as the front building setback or 20 ft., whichever is less</td>
<td>17 ft. setback</td>
<td>13 ft. setback (7 ft. variance)</td>
</tr>
</tbody>
</table>

8. Staff from Traffic and Transportation, Fire, Water Utilities, Inspections and CIP have reviewed the request and have no objections to this zoning request.
9. A total of 39 public notices were mailed. Staff received one (1) response in support and one (1) response in opposition to the request. The opposition represents 7.58% of the land within 200 feet of the subject property. Since this is less than 20%, per state law a ¾-vote is not required for approval.

**Staff Finding**

No undue hardship is evident, and the site plan does not comply with the development standards outlined in Section 8.4.1 (Corner Lots) in the Unified Development Code.

**APPOINTMENTS AND REPORTS**

38 Mayor’s Report

Adjournment
The Irving City Council met in work session on July 11, 2024 at approximately 1:00 p.m. The following members were present/absent:

<table>
<thead>
<tr>
<th>Attende Name</th>
<th>Organization</th>
<th>Title</th>
<th>Status</th>
<th>Arrived</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mayor Rick Stopfer</td>
<td>Irving City Council</td>
<td>Mayor</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>John Bloch</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
<td>1:12 PM</td>
</tr>
<tr>
<td>Brad M. LaMorgese</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Abdul Khabeer</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Luis Canosa</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
<td>1:04 PM</td>
</tr>
<tr>
<td>Mark Cronenwett</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Al Zapanta</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Kyle Taylor</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
<td></td>
</tr>
<tr>
<td>Dennis Webb</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
<td></td>
</tr>
</tbody>
</table>

DISCUSSION TOPIC

1 Citizen Comments on Items Listed on the Agenda
The following individuals signed up to speak on items on the agenda:
Susan Motley, 2617 Still Meadow, Irving, TX- Work Session item 4

2 City Operations Update
-Sparks & Stripes Recap
Joe Moses, Parks and Recreation Director, showed a video to recap of the Sparks and Stripes 4th of July celebration events.

-Last Month on ICTN – June
April Reiling, Communications Director, presented videos on the ICTN programming from June.

3 Considerations for New Cemeteries
Jocelyn Murphy, Planning Director, presented the proposed considerations for new cemeteries. The presentation included state law that regulates cemeteries, general costs and oversight, and possible regulations.

Council discussed concerns related to new cemeteries such as funding, eminent domain, and size of cemetery lots.

Jim Kennerly with the Texas Cemeteries and Crematories Association provided information on the regulations of perpetual cemeteries.
Bill Wright with Greenwood Mount Olivet Cemetery discussed the recommendation of a minimum lot size of 25 acres for a cemetery to be sustainable for the future.

Council asked that staff bring back additional research on concerns with the new state law and staff’s recommendations.

4 Homeless Diversion Program Overview

Chris Hillman, City Manager, provided a summary on the need to address both current homeless citizens and those on the verge of homelessness.

Imelda Speck, Senior Housing and Redevelopment Manager, provided an overview of the proposed homeless diversion program. The presentation included review of the homeless needs assessment, and how diversion works to immediately address the needs of someone who has just lost housing. She discussed case studies, current regional efforts, the program overview, client workflow, and the proposed model for Irving.

Rebecca Hickom with Housing Forward, described the client workflow process.

Council and staff discussed the ongoing funding needed for the program, other nonprofit organizations in Irving that have similar programs and how they can participate, and the need to address both current and almost homeless individuals.

Rae Clay with Housing Forward provided information on how Housing Forward works with other nonprofit organizations.

It was requested that Housing Forward representatives present at a future Community Services Committee information on their program in more detail.

Council recessed at approximately 3:00 p.m.

Council reconvened at approximately 3:22 p.m.

5 Review of Regular Agenda

2 Public Hearing -- Public Hearing to Gather Input on the 2024-2025 Annual Action Plan Submission for the Use of Federal Funds from the United States Department of Housing and Urban Development

Councilman Taylor has abstained from this agenda item and has filed an Abstention Affidavit with the City Secretary’s Office.

CONSENT AGENDA

7 Resolution -- Adopting a Position to Support a Reduction in Sales and Use Tax Revenues Collected by the Dallas Area Rapid Transit Authority (DART)

Mayor Stopfer provided background on the governance of DART, the reduction in ridership, the increase in revenue the City provides to DART, and the history of DART infrastructure in Irving.
Council and staff discussed the City’s investment into DART and reducing sales tax revenues collected by DART from one cent to $0.075 and how it would come back to the citizens for consideration at an election.

15 Resolution -- Approving As-Needed Expenditures with Ad-A-Staff, Inc., in the Total Estimated Amount of $550,000.00 for Temporary Staffing Services through the North Texas SHARE Cooperative Purchasing Program for a Two-Year Period

Jill McAdams, Human Resources Director, described the temporary staffing services with Ad-A-Staff, Inc.

ZONING CASES AND COMPANION ITEMS

25 Ordinance -- 2024-235-AD Considering an Alcohol Distance Variance to the 300-Foot Distance Separation Requirement Between a Religious Facility and a Place of Business Selling Alcoholic Beverages - 114 and 118 E. Irving Blvd.

Jocelyn Murphy, Planning Director, presented the applicant’s request.

26 Ordinance -- ZC23-0027 - Considering a Zoning Change from PUD 2 (C-N) “Planned Unit Development No. 2 - Neighborhood Commercial”, Development Plan DP No. 12 to PUD 2 for S-P-1 (R-AB) “Planned Unit Development No. 2 for Detailed Site Plan - Restaurant with the Attendant Accessory Use of the Sale of Alcoholic Beverages for On-Premises Consumption” - 5330 N. MacArthur Blvd., Suite 108

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

27 Ordinance -- 2024-66-ZC - Considering a Zoning Change from State Highway 183 Overlay and S-P-2 (C-C) “Generalized Site Plan – Community Commercial” and Hotel Uses to State Highway 183 Overlay and S-P-2 (C-C) “Generalized Site Plan – Community Commercial” and Warehouse Uses - 2350 Valley View Ln.

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

28 Ordinance -- 2024-141-CP - Considering a Comprehensive Plan Amendment Changing the Future Land Use Category from "Main Street/Downtown" to "Manufacturing/Warehouse" - 530 N. O'Connor Rd.

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

29 Ordinance -- 2024-89-ZC - Considering a Zoning Change from C-N “Neighborhood Commercial” to C-W “Commercial Warehouse” - 530 N. O'Connor Rd.
Jocelyn Murphy, Planning Director, presented the applicant’s request, noting staff recommends denial per the recommendation of the Planning and Zoning Commission.

30 Ordinance -- 2024-112-SFP - Considering a Special Fence Project Plan to Allow a Variance to Not Provide a Solid Wall or Screening Fence for Mechanical Equipment for a Data Center - 505 N. Wildwood Dr.

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

31 Ordinance -- 2024-138-AD - Considering an Alcohol Distance Variance to the 300-Foot Distance Separation Requirement Between a Residentially-Zoned Property and a Place of Business Selling Alcoholic Beverages for On-Premises Consumption - 1421 and 1423 W. Shady Grove Rd.

Jocelyn Murphy, Planning Director, presented the applicant’s request.

32 Ordinance -- 2024-116-ZC - Considering a Zoning Change from C-N “Neighborhood Commercial” to S-P-1 (R-AB) “Detailed Site Plan - Restaurant with the Attendant Accessory Use of the Sale of Alcoholic Beverages for on Premises Consumption” - 1421 and 1423 W. Shady Grove Rd.

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

33 Ordinance -- 2024-163-ZC - Considering a Zoning Change from C-C “Community Commercial” with Stipulations to S-P-2 (C-C) “Generalized Site Plan – Community Commercial” with a Variance to Allow an Automated Ice & Water Vending Facility as a Primary Use in the C-C Zoning District - 3551 N. Belt Line Rd.

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


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

35 Ordinance -- 2024-222-CP - Considering a Comprehensive Plan Amendment Changing the Future Land Use Category from "Business/Office" to "Manufacturing/Warehouse" - 5615 Highpoint Dr. and 1420 Greenway Dr.
Jocelyn Murphy, Planning Director, presented the applicant’s request, noting staff recommends denial per the recommendation of the Planning and Zoning Commission.

36 Ordinance -- 2024-200-ZC - Considering a Zoning Change from C-O “Commercial Office” to ML-20A “Light Industrial 20A” - 5615 Highpoint Dr. and 1420 Greenway Dr.

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


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


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

39 Ordinance -- 2024-224-CP - Considering a Comprehensive Plan Amendment Changing the Future Land Use Category from "Urban Center" and "Open Space" to "Manufacturing/Warehouse" - 1301 and 1351 E. John Carpenter Fwy.

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

Councilmen Bloch and Zapanta have abstained from this agenda item and have filed Abstention Affidavits with the City Secretary’s Office.

40 Ordinance -- 2024-205-ZC - Considering a Zoning Change from PUD 6 “Planned Unit Development No. 6”, Tract “G” (Transit-Oriented Mixed Use/Office) to S-P-2 (ML-20A) “Generalized Site Plan – Light Industrial 20A” for Data Center Uses and Excluding Certain Uses - 1301 and 1351 E. John Carpenter Fwy.

Jocelyn Murphy, Planning Director, presented the applicant’s request, noting staff recommends approval per the recommendation of the Planning and Zoning Commission.
Councilmen Bloch and Zapanta have abstained from this agenda item and have filed Abstention Affidavits with the City Secretary’s Office.

**41 Ordinance -- 2024-211-ZC** - Considering a Zoning Change from S-P-2 (C-C) “Generalized Site Plan – Community Commercial” to S-P-2 (C-C) “Generalized Site Plan – Community Commercial” with a Parking Variance to Reduce the Minimum Parking Requirement for a Retail Center with “Indoor Amusement” Uses - 1080 and 1100 W. LBJ Fwy.

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

Council convened into Executive Session.

**6 Legislative Update**

Jon Weist, Legislative Officer, provided a legislative update. The presentation included leadership issues, city priorities, recurring issues, and federal activity.

**7 Future in Focus Presentations: Irving Convention and Visitors Bureau, Police**

The Police Department presentation was not discussed at this meeting and will be rescheduled for a future meeting.

The Irving Convention and Visitors Bureau presentation was not discussed at this meeting and will be rescheduled for a future meeting.

**EXECUTIVE SESSION**

Council convened into executive session to discuss item No. 42 on the regular agenda pursuant to Section 551.074 of the Texas Local Government Code at approximately 5:00 p.m.

Council reconvened from executive session at approximately 5:09 p.m. and proceeded with item 6 on the work session agenda.

Council adjourned at approximately 5:38 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, July 11, 2024 at approximately 7:00 p.m. The following members were present / absent:

<table>
<thead>
<tr>
<th>Attendee Name</th>
<th>Organization</th>
<th>Title</th>
<th>Status</th>
<th>Arrived</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rick Stopfer</td>
<td>Irving City Council</td>
<td>Mayor</td>
<td>Present</td>
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</tr>
<tr>
<td>John Bloch</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
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<tr>
<td>Brad M. LaMorgese</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
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<tr>
<td>Abdul Khabeer</td>
<td>Irving City Council</td>
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<tr>
<td>Luis Canosa</td>
<td>Irving City Council</td>
<td>Councilman</td>
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<tr>
<td>Mark Cronenwett</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
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<tr>
<td>Al Zapanta</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
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<tr>
<td>Kyle Taylor</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
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<tr>
<td>Dennis Webb</td>
<td>Irving City Council</td>
<td>Councilman</td>
<td>Present</td>
<td></td>
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</tbody>
</table>

**ORGANIZATIONAL SERVICE ANNOUNCEMENTS**

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

**INVOCATION**

The invocation was delivered by Pastor Larry Pittman, Irving Baptist Fellowship, Irving, Texas.

**PLEDGE OF ALLEGIANCE**

The pledge of allegiance was led by Councilman Kyle Taylor.

**PROCLAMATIONS**

Mayor Stopfer presented a plaque to Councilman Phil Riddle recognizing his nine years of service on the City Council. The ICTN presented a review of Councilman Phil Riddle’s career as a fireman and council member with the City.

Judge Rodney Adams administered the Oath of Office of Elected Official to Councilman Luis Canosa, Place 4, Councilman Al Zapanta, Place 6, and Councilman Dennis Webb, Place 8.
The council recessed at 7:20 p.m. for a reception in honor of the newly elected and re-elected council members.

Council reconvened at approximately 7:50 p.m.

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**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.

Emma West, 3639 W. Northgate #152, Irving, TX 75062 – Ms. West spoke regarding streetlights in Irving.

---

**CITY COUNCIL AGENDA**

1 **City Operations Update**

   There was no operations update at tonight’s meeting.

2 **Public Hearing** -- Public Hearing to Gather Input on the 2024-2025 Annual Action Plan Submission for the Use of Federal Funds from the United States Department of Housing and Urban Development

   Councilman Kyle Taylor abstained from discussion of this item and has filed an Abstention Affidavit with the City Secretary’s Office.

   Mayor Stopfer opened the public hearing at approximately 7:51 p.m.

   Susan Motley, 2617 Still Meadow, Irving, TX

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

   No other action is required on this item at tonight’s meeting.

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**CONSENT AGENDA**

Motioned by Councilman Zapanta, seconded by Councilman LaMorgese to approve consent agenda items 3-24 and pull item(s) 7 for individual consideration.

Motion approved 9-0.
3 Approving Minutes for Saturday, June 08, 2024

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

4 Approving Minutes for Tuesday, June 25, 2024

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

5 Approving Minutes for Thursday, June 27, 2024

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

6 Approving Minutes for Thursday, June 27, 2024

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Al Zapanta, Councilman
SECONDER: Brad M. LaMorgese, Councilman
AYES: Stopfer, Bloch, LaMorgese, Khabee, Canosa, Cronenwett, Zapanta, Taylor, Webb
7 **Resolution No. RES-2024-251 --** Adopting a Position to Support a Reduction in Sales and Use Tax Revenues Collected by the Dallas Area Rapid Transit Authority (DART)

Mayor Stopfer opened the public hearing at approximately 7:57 p.m.

The following individual(s) signed up in opposition of this item but did not want to speak:
Jacinto Szabo, 4509 Bentley Dr., Plano, TX
Benjamin Nguyen, 1008 Mustang Ridge Dr., Murphy, TX

The following individual(s) signed up to speak in opposition of this item:
Benedict Parks, 643 Senda, Irving, TX
Jonathan Hoover, 153 Cowboys Parkway, Irving, TX
Varun Srinivasan, 8221 Ranchview Dr., Apt 3023, Irving, TX
Manuel Benavidez, 2108 Meadows Glen, Irving, TX
John Peter Yamauchi, 3329 San Simeon Way, Plano, TX
Shyam Sundar Gaqneshram, 12164 Gonzales Dr., Frisco, TX
Ahnd Shabbir, 810 Lake Carolyn Pkwy, Irving, TX
Kay Schecht, 931 E. Oakdale Rd., Irving, TX

Mayor Stopfer closed the public hearing at approximately 8:14 p.m.

Motioned by Councilman LaMorgese, seconded by Councilman Taylor to approve a Resolution -- Adopting a Position to Support a Reduction in Sales and Use Tax Revenues Collected by the Dallas Area Rapid Transit Authority (DART).

Motion passed 9-0.

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

8 **Resolution No. RES-2024-252 --** Authorizing Additional Expenditures to Polsinelli, P.C., in an Amount Not to Exceed $100,000.00 for Continued Legal Services Relating to Benefits and Plans and for Employees and Retirees
9 Resolution No. RES-2024-253 -- Authorizing Additional Expenditures to Bickerstaff Heath Delgado Acosta, LLP., in an Amount Not to Exceed $50,000.00 for Continuing Litigation in Regard to 1501 Valley View Road (Conflans Road Extension Project)

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

10 Resolution No. RES-2024-254 -- Awarding a Contract to SYB Construction Company, Inc. in the Amount of $4,285,125.00 for the Strait, Seaside, Oceanview Wastewater Improvement Project

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

11 Resolution No. RES-2024-255 -- Awarding a Contract to Mart, Inc. in the Amount of $136,093.00 for the American Rescue Plan Act (ARPA) Funded Spring Trail Park Cricket Field Shade Canopies Project

RESULT: ADOPTED [UNANIMOUS]
MOVER: Al Zapanta, Councilman
SECONDER: Brad M. LaMorgese, Councilman
AYES: Stopfer, Bloch, LaMorgese, Khabeer, Canosa, Cronenwett, Zapanta, Taylor, Webb
12 Resolution No. RES-2024-256 -- Awarding a Contract to A & C Construction, Inc., in the Amount of $1,716,310.20 for the Irving Golf Club Cart Path Replacement Project

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

13 Resolution No. RES-2024-257 -- Approving Sole Source Contract with Hach Company in the Total Estimated Amount of $90,224.23 for the Field Services Preventative Maintenance Program for Water Utilities

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

14 Resolution No. RES-2024-258 -- Approving Addendum No. 2 to an Engineering Services Agreement with Freese and Nichols, Inc., in the Amount of $84,817.00 for Engineering Services to Complete a Water Reuse Evaluation Study

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

15 Resolution No. RES-2024-259 -- Approving As-Needed Expenditures with Ad-A-Staff, Inc., in the Total Estimated Amount of $550,000.00 for Temporary Staffing Services through the North Texas SHARE Cooperative Purchasing Program for a Two-Year Period

RESULT: ADOPTED [UNANIMOUS]
MOVER: Al Zapanta, Councilman
SECONDER: Brad M. LaMorgese, Councilman
AYES: Stopfer, Bloch, LaMorgese, Khabeeer, Canosa, Cronenwett, Zapanta, Taylor, Webb
16 Resolution No. RES-2024-260 -- Approving and Accepting the Bid of Jet Security LLC in the Total Estimated Amount of $258,000.00 for Municipal Court Security Services

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

17 Resolution No. RES-2024-261 -- Approving and Accepting the Bid of Green Dream International, LLC. in the Total Estimated Amount of $966,990.00 for Stone Rip Rap for the City of Irving

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

18 Resolution No. RES-2024-262 -- Renewing the Annual Contract with Juan Roberto Orozco dba Oasis Landscape Company in an Amount Not to Exceed $500,000.00 for Annual Landscape Services

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

19 Resolution No. RES-2024-263 -- Approving and Accepting the Bid of CCGMG, LLC Series B, in an Amount Not to Exceed $2,000,000.00 for Concrete Repair of Sidewalks, Utility Cuts, Streets, and Alleys

RESULT: ADOPTED [UNANIMOUS]
MOVER: Al Zapanta, Councilman
SECONDER: Brad M. LaMorgese, Councilman
AYES: Stopfer, Bloch, LaMorgese, Khabeeer, Canosa, Cronenwett, Zapanta, Taylor, Webb
20 Resolution No. RES-2024-264 -- Renewing the Annual Contract with Green Dream International, LLC, in the Total Estimated Amount of $500,000.00 for Concrete Making Materials

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

21 Resolution No. RES-2024-265 -- Approving an Engineering Services Agreement between the City of Irving and Burgess & Niple, Inc., in the Amount of $57,250.00 for American Rescue Plan Act (ARPA) Funded Professional Engineering Services for the Downtown Grease Trap Initiative

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

22 Resolution No. RES-2024-266 -- Renewing the Annual Contract from Core & Main LP and Ferguson Enterprises, LLC. in the Total Estimated Amount of $152,000.00 for Couplings, Clamps and Service Saddles

RESULT: ADOPTED [UNANIMOUS]
MOVER: Al Zapanta, Councilman
SECONDER: Brad M. LaMorgese, Councilman
AYES: Stopfer, Bloch, LaMorgese, Khabeer, Canosa, Cronenwett, Zapanta, Taylor, Webb
Resolution No. RES-2024-267 -- Authorizing Payment to Zones, LLC, in the Total Estimated Amount of $82,435.95 for Adobe Enterprise Software Licensing through The Interlocal Purchasing System (TIPS) Program Administered by the Region VIII Education Service Center

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

Ordinance No. ORD-2024-10954 -- Authorizing the Abandonment and Vacation of a 10-Foot Utility Easement and a 20-Foot Privately Maintained Drainage Easement along a Portion of Properties Located at 13 S. Beltline Rd., 998 Edgemont Dr., 957 Edgemont Dr., and 949 Edgemont Dr., Part of the McKinney & Williams Survey, Abstract 1059, and Being a Portion of Lots 12 and 13, Block A, Lots 1X & 19X, Block G, Aspen Square Townhomes Amended, Owned by Aspen Square Homes, LLC

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

ZONING CASES AND COMPANION ITEMS

Ordinance No. ORD-2024-10955 -- 2024-235-AD Considering an Alcohol Distance Variance to the 300-Foot Distance Separation Requirement Between a Religious Facility and a Place of Business Selling Alcoholic Beverages - 114 and 118 E. Irving Blvd.

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

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

The following individual(s) signed up in support of this item but did not want to speak:
Jaskaran S. Thind, 1120 Market Blvd., Irving, TX
Jagpal Sandhu, 1436 Peakness Dr., Irving, TX
Sandeep Singh, 2600 Sherwood Ln, Colleyville, Tx 75069
The following individual(s) signed up to speak in support of this item:
Harry Singh, 114 E. Irving Blvd, Irving, TX

The following individual(s) signed up to speak in opposition of this item:
Debra Howard, 115 S. Main St., Irving, TX
Ron Zimmerman, 115 S. Main St., Irving, TX

Mayor Stopfer closed the public hearing at approximately 8:45 p.m.

Motioned by Councilman Taylor, seconded by Councilman LaMorgese to Approve Ordinance -- 2024-235-AD Considering an Alcohol Distance Variance to the 300-Foot Distance Separation Requirement Between a Religious Facility and a Place of Business Selling Alcoholic Beverages - 114 and 118 E. Irving Blvd.

Motion failed 1-8.

Councilmember(s) voting in favor of this motion include: LaMorgese

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

26 Ordinance No. ORD-2024-10956 -- ZC23-0027 - Considering a Zoning Change from PUD 2 (C-N) “Planned Unit Development No. 2 - Neighborhood Commercial”, Development Plan DP No. 12 to PUD 2 for S-P-1 (R-AB) “Planned Unit Development No. 2 for Detailed Site Plan - Restaurant with the Attendant Accessory Use of the Sale of Alcoholic Beverages for On-Premises Consumption” - 5330 N. MacArthur Blvd., Suite 108

Mayor Stopfer opened the public hearing at approximately 9:05 p.m.

The following individual(s) signed up to speak in support of this item:
Roberto Villa, 5330 N. MacArthur Blvd. #108, Irving, TX

Mayor Stopfer closed the public hearing at approximately 9:08 p.m.

Motioned by Councilman LaMorgese, seconded by Councilman Zapanta to Approve Ordinance -- ZC23-0027 - Considering a Zoning Change from PUD 2 (C-N) “Planned Unit Development No. 2 - Neighborhood Commercial”, Development Plan DP No. 12 to PUD 2 for S-P-1 (R-AB) “Planned Unit Development No. 2 for Detailed Site Plan - Restaurant with the Attendant Accessory Use of the Sale of Alcoholic Beverages for On-Premises Consumption” - 5330 N. MacArthur Blvd., Suite 108.
Motion approved 9-0.

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>ADOPTED [UNANIMOUS]</th>
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<tbody>
<tr>
<td>MOVER:</td>
<td>Brad M. LaMorgese, Councilman</td>
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<tr>
<td>SECONDER:</td>
<td>Al Zapanta, Councilman</td>
</tr>
<tr>
<td>AYES:</td>
<td>Stopfer, Bloch, LaMorgese, Khabeer, Canosa, Cronenwett, Zapanta, Taylor, Webb</td>
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### Ordinance No. ORD-2024-10957

2024-66-ZC - Considering a Zoning Change from State Highway 183 Overlay and S-P-2 (C-C) “Generalized Site Plan – Community Commercial” and Hotel Uses to State Highway 183 Overlay and S-P-2 (C-C) “Generalized Site Plan – Community Commercial” and Warehouse Uses - 2350 Valley View Ln.

Mayor Stopfer opened the public hearing at approximately 9:08 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 9:14 p.m.

Motioned by Councilman Bloch, seconded by Councilman Webb to Approve Ordinance -- 2024-66-ZC - Considering a Zoning Change from State Highway 183 Overlay and S-P-2 (C-C) “Generalized Site Plan – Community Commercial” and Hotel Uses to State Highway 183 Overlay and S-P-2 (C-C) “Generalized Site Plan – Community Commercial” and Warehouse Uses - 2350 Valley View Ln.

Motion approved 7-1.

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

Councilman Zapanta stepped out of the meeting during the voting of this item.

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<th>RESULT:</th>
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<tr>
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<td>John Bloch, Councilman</td>
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<tr>
<td>SECONDER:</td>
<td>Dennis Webb, Councilman</td>
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<tr>
<td>AYES:</td>
<td>Stopfer, Bloch, LaMorgese, Khabeer, Canosa, Taylor, Webb</td>
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<tr>
<td>NAYS:</td>
<td>Mark Cronenwett</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Al Zapanta</td>
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</table>
28 **Ordinance No. ORD-2024-10958** -- 2024-141-CP - Considering a Comprehensive Plan Amendment Changing the Future Land Use Category from "Main Street/Downtown" to "Manufacturing/Warehouse" - 530 N. O'Connor Rd.

Mayor Stopfer opened the public hearing at approximately 9:15 p.m.

The following individual(s) signed up to speak in support of this item:
Marlon Guevara, 530 N. O'Connor Rd., Irving, TX

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

Motioned by Councilman Cronenwett, seconded by Councilman Bloch to Deny Ordinance -- 2024-141-CP - Considering a Comprehensive Plan Amendment Changing the Future Land Use Category from "Main Street/Downtown" to "Manufacturing/Warehouse" - 530 N. O'Connor Rd.

Motion to deny approved 9-0.

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<td>SECONDER:</td>
<td>John Bloch, Councilman</td>
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<tr>
<td>AYES:</td>
<td>Stopfer, Bloch, LaMorgese, Khabeer, Canosa, Cronenwett, Zapanta, Taylor, Webb</td>
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29 **Ordinance No. ORD-2024-10959** -- 2024-89-ZC - Considering a Zoning Change from C-N “Neighborhood Commercial” to C-W “Commercial Warehouse” - 530 N. O’Connor Rd.

The following individual(s) signed up in opposition of this item but did not want to speak:
Dirk Stricklin, 504 O'Connor Rd., Irving, TX

Item 29 is now rendered mute as a result of item 28 failing. They were companion items.

| RESULT: | NO VOTE |

30 **Ordinance No. ORD-2024-10960** -- 2024-112-SFP - Considering a Special Fence Project Plan to Allow a Variance to Not Provide a Solid Wall or Screening Fence for Mechanical Equipment for a Data Center - 505 N. Wildwood Dr.

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:
Phillip Esmaili, Applicant, 505 N. Wildwood Dr., Irving, TX

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

Motioned by Councilman LaMorgese, seconded by Councilman Webb to Approve Ordinance -- 2024-112-SFP - Considering a Special Fence Project Plan to Allow a Variance to Not Provide a Solid Wall or Screening Fence for Mechanical Equipment for a Data Center - 505 N. Wildwood Dr.

Motion approved 9-0.

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

Ordinance No. ORD-2024-10961 -- 2024-138-AD - Considering an Alcohol Distance Variance to the 300-Foot Distance Separation Requirement Between a Residentially-Zoned Property and a Place of Business Selling Alcoholic Beverages for On-Premises Consumption - 1421 and 1423 W. Shady Grove Rd.

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

The following individual(s) signed up to speak in support of this item:
Elizabeth Hart, applicant, 1421 W. Shady Grove, Irving, TX

Mayor Stopfer closed the public hearing at approximately 9:27 p.m.

Motioned by Councilman Webb, seconded by Councilman Cronenwett to Approve Ordinance -- 2024-138-AD - Considering an Alcohol Distance Variance to the 300-Foot Distance Separation Requirement Between a Residentially-Zoned Property and a Place of Business Selling Alcoholic Beverages for On-Premises Consumption - 1421 and 1423 W. Shady Grove Rd.

Motion approved 5-4.

Councilmember(s) voting in opposition of this motion include: Khabeer, LaMorgese, Bloch, and Canosa
RESULT:  
ADOPTED [5 TO 4]  
MOVER:  
Dennis Webb, Councilman  
SECONDER:  
Mark Cronenwett, Councilman  
AYES:  
Stopfer, Cronenwett, Zapanta, Taylor, Webb  
NAYS:  
John Bloch, Brad M. LaMorgese, Abdul Khabeer, Luis Canosa


Mayor Stopfer opened the public hearing at approximately 9:29 p.m.

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

Mayor Stopfer closed the public hearing at approximately 9:30 p.m.

Motioned by Councilman Webb, seconded by Councilman Cronenwett to Approve Ordinance -- 2024-116-ZC - Considering a Zoning Change from C-N “Neighborhood Commercial” to S-P-1 (R-AB) “Detailed Site Plan - Restaurant with the Attendant Accessory Use of the Sale of Alcoholic Beverages for on Premises Consumption” - 1421 and 1423 W. Shady Grove Rd.

Motion failed 4-5.

Councilmember(s) voting in opposition of this motion include: Khabeer, Zapanta LaMorgese, Bloch, and Canosa.

RESULT:  
DENIED [4 TO 5]  
MOVER:  
Dennis Webb, Councilman  
SECONDER:  
Mark Cronenwett, Councilman  
AYES:  
Mayor Rick Stopfer, Mark Cronenwett, Kyle Taylor, Dennis Webb  
NAYS:  
Bloch, LaMorgese, Khabeer, Canosa, Zapanta

33 Ordinance No. ORD-2024-10963 -- 2024-163-ZC - Considering a Zoning Change from C-C “Community Commercial” with Stipulations to S-P-2 (C-C) “Generalized Site Plan – Community Commercial” with a Variance to Allow an Automated Ice & Water Vending Facility as a Primary Use in the C-C Zoning District - 3551 N. Belt Line Rd.

Mayor Stopfer opened the public hearing at approximately 9:35 p.m.
The following individual(s) signed up to speak in support of this item:
Erik Fulkerson, applicant, 9503 Winding Ridge, Dallas, TX

Mayor Stopfer closed the public hearing at approximately 9:35 p.m.

Motioned by Councilman LaMorgese, seconded by Councilman Bloch to Approve Ordinance -- 2024-163-ZC - Considering a Zoning Change from C-C “Community Commercial” with Stipulations to S-P-2 (C-C) “Generalized Site Plan – Community Commercial” with a Variance to Allow an Automated Ice & Water Vending Facility as a Primary Use in the C-C Zoning District - 3551 N. Belt Line Rd.

Motion approved 9-0.

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


Mayor Stopfer opened the public hearing at approximately 9:36 p.m.

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

Mayor Stopfer closed the public hearing at approximately 9:38 p.m.

Motioned by Councilman Khabeer, seconded by Councilman LaMorgese to Approve Ordinance -- 2024-194-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 a Variance to the Minimum Rear Yard Setback - 915 Hadrian St.

Motion approved 9-0.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Abdul Khabeer, Councilman
SECONDER: Brad M. LaMorgese, Councilman
AYES: Stopfer, Bloch, LaMorgese, Khabeer, Canosa, Cronenwett, Zapanta, Taylor, Webb
Ordinance No. ORD-2024-10965 -- 2024-222-CP - Considering a Comprehensive Plan Amendment Changing the Future Land Use Category from "Business/Office" to "Manufacturing/Warehouse" - 5615 Highpoint Dr. and 1420 Greenway Dr.

Mayor Stopfer opened the public hearing at approximately 9:41 p.m.

The following individual(s) signed up to speak in support of this item:
Herbert Gears, 4526 Wildbriar, Irving, TX
Levy Hermis, 7510 Claybrook, Dallas, TX

Mayor Stopfer closed the public hearing at approximately 9:55 p.m.

Motioned by Councilman Cronenwett, seconded by Councilman Zapanta to Deny Ordinance -- 2024-222-CP - Considering a Comprehensive Plan Amendment Changing the Future Land Use Category from "Business/Office" to "Manufacturing/Warehouse" - 5615 Highpoint Dr. and 1420 Greenway Dr.

Motion to deny approved 7-2.

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

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

Ordinance No. ORD-2024-10966 -- 2024-200-ZC - Considering a Zoning Change from C-O "Commercial Office" to ML-20A "Light Industrial 20A" - 5615 Highpoint Dr. and 1420 Greenway Dr.

Item 36 is now rendered mute as a result of item 35 failing. They were companion items.

RESULT: NO VOTE


Mayor Stopfer opened the public hearing at approximately 10:15 p.m.

No one signed up to speak on this item at tonight's meeting.
Mayor Stopfer closed the public hearing at approximately 10:15 p.m.

Motioned by Councilman LaMorgese, seconded by Councilman Zapanta to Approve Ordinance -- 2024-202-ZC - Considering a Zoning Change P-O "Professional Office" to C-O "Commercial Office" - 2200 W. Irving Blvd.

Motion approved 9-0.

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


Mayor Stopfer opened the public hearing at approximately 10:16 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 10:17 p.m.

Motioned by Councilman Cronenwett, seconded by Councilman Webb to Approve Ordinance -- 2024-203-ZC and 2024-232-DVP - Considering a Zoning Change to Amend PUD 6 (Planned Unit Development No. 6) to Add “Truck Service and Repair, Indoors” as an Allowed Use Under Flex-Work Uses Within a Portion of PUD 6, Tract “C”; and Approving Development Plan No. 5, PUD 6 for ML-20A "Light Industrial 20A" Plus “Truck Service and Repair, Indoors” - 3100 E. John Carpenter Fwy.

Motion approved 8-1.

Councilmember(s) voting in opposition of this motion include: Taylor
RESULT: ADOPTED [8 TO 1]
MOVER: Mark Cronenwett, Councilman
SECONDER: Dennis Webb, Councilman
AYES: Stopfer, Bloch, LaMorgese, Khabeer, Canosa, Cronenwett, Zapanta, Webb
NAYS: Kyle Taylor


Councilman John Bloch abstained from discussion of this item and has filed an Abstention Affidavit with the City Secretary’s Office.

Councilman Al Zapanta abstained from discussion of this item and has filed an Abstention Affidavit with the City Secretary’s Office.

Mayor Stopfer opened the public hearing at approximately 10:17 p.m.

The following individual(s) signed up to speak in support of this item:
Johnathan Sanford, 200 Ginkgo Circle, Irving, TX
Bill Dahlstrom, 2323 Ross Ave, Dallas, TX
Walt Mountford, 5132 Horseshoe Trail, Dallas, TX
Ben Gibbs, 1301 E. John Carpenter Fwy, Irving, TX

The following individual(s) signed up to speak in opposition of this item:
Rick Gibbs, 2802 Allen Street, Dallas, TX
Garrett Boone, 2417 Loving Ave., Dallas, TX
Mike Austin, 6122 Ridgecrest Rd., #1010, Dallas, TX

Mayor Stopfer closed the public hearing at approximately 10:41 p.m.

Motioned by Councilman Cronenwett, seconded by Councilman LaMorgese to Approve Ordinance -- 2024-224-CP - Considering a Comprehensive Plan Amendment Changing the Future Land Use Category from "Urban Center" and "Open Space" to "Manufacturing/Warehouse" - 1301 and 1351 E. John Carpenter Fwy.

Motion approved 6-1-2.

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

Councilmember(s) abstaining from this motion include: Bloch and Zapanta
RESULT: ADOPTED [6-1-2]  
MOVER: Mark Cronenwett, Councilman  
SECONDER: Brad M. LaMorgese, Councilman  
AYES: Stopfer, LaMorgese, Khabeer, Canosa, Cronenwett, Webb  
NAYS: Kyle Taylor  
ABSTAIN: John Bloch, Al Zapanta

40 Ordinance No. ORD-2024-10970 -- 2024-205-ZC - Considering a Zoning Change from PUD 6 “Planned Unit Development No. 6”, Tract “G” (Transit-Oriented Mixed Use/Office) to S-P-2 (ML-20A) “Generalized Site Plan – Light Industrial 20A” for Data Center Uses and Excluding Certain Uses - 1301 and 1351 E. John Carpenter Fwy.

Councilman John Bloch abstained from discussion of this item and has filed an Abstention Affidavit with the City Secretary’s Office.

Councilman Al Zapanta abstained from discussion of this item and has filed an Abstention Affidavit with the City Secretary’s Office.

Mayor Stopfer opened the public hearing at approximately 10:50 p.m.

The following individual(s) signed up to speak in support of this item:
Johnathan Sanford, 200 Ginkgo Circle, Irving, TX
Bill Dahlstrom, 2323 Ross Ave, Dallas, TX
Walt Mountford, 5132 Horseshoe Trail, Dallas, TX
Ben Gibbs, 1301 E. John Carpenter Fwy, Irving, TX

The following individual(s) signed up to speak in opposition of this item:
Rick Gibbs, 2802 Allen Street, Dallas, TX
Garrett Boone, 2417 Loving Ave., Dallas, TX
Mike Austin, 6122 Ridgecrest Rd., #1010, Dallas, TX

Mayor Stopfer closed the public hearing at approximately 10:50 p.m.

Motioned by Councilman Cronenwett, seconded by Councilman LaMorgese to Approve Ordinance -- 2024-205-ZC - Considering a Zoning Change from PUD 6 “Planned Unit Development No. 6”, Tract “G” (Transit-Oriented Mixed Use/Office) to S-P-2 (ML-20A) “Generalized Site Plan – Light Industrial 20A” for Data Center Uses and Excluding Certain Uses - 1301 and 1351 E. John Carpenter Fwy.

Motion approved 6-1-2.

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

Councilmember(s) abstaining from this motion include: Bloch and Zapanta
RESULT: ADOPTED [6-1-2]
MOVER: Mark Cronenwett, Councilman
SECONDER: Brad M. LaMorgese, Councilman
AYES: Stopfer, LaMorgese, Khabeer, Canosa, Cronenwett, Webb
NAYS: Kyle Taylor
ABSTAIN: John Bloch, Al Zapanta

Ordinance No. ORD-2024-10971 -- 2024-211-ZC - Considering a Zoning Change from S-P-2 (C-C) "Generalized Site Plan – Community Commercial" to S-P-2 (C-C) "Generalized Site Plan – Community Commercial" with a Parking Variance to Reduce the Minimum Parking Requirement for a Retail Center with "Indoor Amusement" Uses - 1080 and 1100 W. LBJ Fwy.

Mayor Stopfer opened the public hearing at approximately 10:54 p.m.

The following individual(s) signed up to speak in support of this item:
Karim Kargozar, 3126 Spring Creek, Prosper, TX

Mayor Stopfer closed the public hearing at approximately p.m. 11:15 p.m.

Motioned by Councilman Zapanta, seconded by Councilman Taylor to Deny Ordinance -- 2024-211-ZC - Considering a Zoning Change from S-P-2 (C-C) "Generalized Site Plan – Community Commercial" to S-P-2 (C-C) "Generalized Site Plan – Community Commercial" with a Parking Variance to Reduce the Minimum Parking Requirement for a Retail Center with "Indoor Amusement" Uses - 1080 and 1100 W. LBJ Fwy.

Motion to deny approved 9-0.

RESULT: DENIED [UNANIMOUS]
MOVER: Al Zapanta, Councilman
SECONDER: Kyle Taylor, Councilman
AYES: Stopfer, Bloch, LaMorgese, Khabeer, Canosa, Cronenwett, Zapanta, Taylor, Webb
42 **Resolution No. RES-2024-268** -- Selection of Mayor Pro Tem and Deputy Mayor Pro Tem by City Council

Motioned by Councilman Taylor, seconded by Councilman LaMorgese to Approve Resolution -- Selection of Dennis Webb as Mayor Pro Tem and John Bloch as Deputy Mayor Pro Tem by City Council.

Motion approved 9-0.

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>ADOPTED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Kyle Taylor, Councilman</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Brad M. LaMorgese, Councilman</td>
</tr>
<tr>
<td>AYES:</td>
<td>Stopfer, Bloch, LaMorgese, Khabeer, Canosa, Cronenwett, Zapanta, Taylor, Webb</td>
</tr>
</tbody>
</table>

43 **Resolution No. RES-2024-269** -- Appointments to the Irving Hospital Authority Board to Fill a Two-Year Term Expiring June 30, 2026

Motioned by Councilman Taylor, seconded by Councilman Webb to Approve Resolution -- Appointments to the Irving Hospital Authority Board to Fill a Two-Year Term Expiring June 30, 2026.

To appoint:

Blair Robinson

to a term that expires June 30, 2026, and reappoint:

John P. West
Susie S. Fan
Mark P. Andrews

to terms that expires June 30, 2026.

Motion approved 9-0.

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>ADOPTED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Kyle Taylor, Councilman</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Dennis Webb, Councilman</td>
</tr>
<tr>
<td>AYES:</td>
<td>Stopfer, Bloch, LaMorgese, Khabeer, Canosa, Cronenwett, Zapanta, Taylor, Webb</td>
</tr>
</tbody>
</table>
44 Mayor's Report

Mayor Stopfer asked Joe Moses, Parks and Recreation Director, to provide a recap of the Sparks and Stripes 4th of July celebration events.

Adjournment

The meeting was adjourned at approximately 11:21 p.m.

__________________________________________
Richard H. Stopfer, Mayor

ATTEST:

_____________________
Shanae Jennings, TRMC
City Secretary/Chief Compliance Officer
Ordinance -- Amending Ordinance No. 2023-10795 Providing Budget Adjustment #7 to the 2023-24 Fiscal Year Budget

Administrative Comments:
1. This item has been recommended by the Financial Services Department. It supports Future in Focus - Government Sustainability, protect the city’s financial integrity and credibility.
3. The adjustments have been proposed by city staff and have been reviewed and recommended by Financial Services.
4. Total Budgeted Revenues = ($34,953,598) Total Budgeted Expenditures = ($33,742,083) and Total Fund Balance Net Impact = ($1,211,515).

Recommendation:
The ordinance be adopted.

ADDITIONAL COMMENTS:
Contract Required: No  Review Completed By: Christina N. Weber
Previous Action: 2023-10795  Council Action: Approval of Ordinance
Discretionary Contract Disclosure Form Required: N/A
Certificate of Interested Parties (Form 1295) Required: N/A
TGC 2271 Verification Form Required: N/A
TGC 2274 Verification Form Required: N/A

ATTACHMENTS:
• BA#7 - 08-01-2024  (PDF)

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

REVISION INFORMATION:
Prepared: 7/16/2024 08:52 AM by Anita Gomez
Last Updated: 7/26/2024 09:18 AM by Anita Gomez
AMENDING ORDINANCE NO. 2023-10795 PROVIDING FOR BUDGETARY ADJUSTMENT TO THE FOLLOWING FUNDS: GENERAL FUND, POLICE NARCOTICS TREASURY FUND, PROPERTY CASUALTY SELF INSURANCE FUND, VEHICLE REPLACEMENT FUND, STREET IMPROVEMENT BOND FUND, OPERATIONS AND MAINTENANCE BOND FUND, PUBLIC SAFETY JOINT FACILITIES BOND FUND, INFRASTRUCTURE BOND FUND, LIBRARY GRANT FUND AND AMERICAN RESCUE PLAN ACT FUND

WHEREAS, the City Council finds that amendment of the Fiscal Year (FY) 2023-24 City of Irving Budget is required for municipal purposes pursuant to Section 102.010 of the Texas Local Government Code;

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

SECTION 1. That City of Irving Ordinance No. 2023-10795 (FY 2023-24 Budget Ordinance) is hereby amended as shown in Exhibit “A” attached hereto and incorporated herein for all purposes.

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

To: Chris Hillman, City Manager  
From: Bret Starr, Chief Financial Officer  
cc: Brad Duff, Financial Services Director  
cc: Shannon Phillips, Budget Manager  
Date: July 18, 2024  
Subject: BUDGET ADJUSTMENT FY 2023-2024  
August 1st- Adjustment #7  
AGENDA ITEM  

Attached is a schedule that provides the detail for Budget Adjustment #7. Upon City Council approval, the FY 2023-24 budget will be adjusted to reflect these changes. Amendment needed to record one-sided entries for the 2023-24 adopted budget.

<table>
<thead>
<tr>
<th>Item</th>
<th>Source of Funds</th>
<th>Use of Funds</th>
<th>Fund Balance Impact</th>
<th>Description</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$</td>
<td>$2,500</td>
<td>$4,000</td>
<td>($1,500)</td>
<td>Wellness Conference 2024</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Create a revenue and expenditure budget for the 2024 Wellness Conference for first responders on August 7, 2024. The Irving Fire Association sponsored the event in the amount of $2,500. The Wellness Conference is a part of the Dallas County First Responders Mental Health Program. Sponsorship monies will fund expenses that are not allowable under the grant. The General Fund will contribute the remaining $1,500 from miscellaneous revenue.</td>
</tr>
<tr>
<td>2</td>
<td>$</td>
<td>$4,112</td>
<td>$4,112</td>
<td>Treasury Forfeiture Deposits Correction</td>
<td>Funds were incorrectly recorded to the Police Narcotics Treasury Fund for forfeiture deposits that should have been recorded in the General Fund. Deposits were incorrectly coded. Transactions occurred in 2019 and 2021.</td>
</tr>
<tr>
<td>Fund</td>
<td>Item</td>
<td>Source of Funds</td>
<td>Use of Funds</td>
<td>Fund Balance Impact</td>
<td>Description</td>
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</tr>
<tr>
<td>7</td>
<td></td>
<td>$</td>
<td>(8,045,000)</td>
<td>$ 8,045,000</td>
<td>Reimbursement of Advanced Funding of 2024 GO Bond Sale</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td>(12,500,000)</td>
<td>$ 12,500,000</td>
<td>Reimbursement of Advanced Funding of 2024 GO Bond Sale</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td>(6,070,000)</td>
<td>$ 6,070,000</td>
<td>Reimbursement of Advanced Funding of 2024 GO Bond Sale</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td>(6,750,000)</td>
<td>$ 6,750,000</td>
<td>Reimbursement of Advanced Funding of 2024 GO Bond Sale</td>
</tr>
<tr>
<td>8</td>
<td></td>
<td>$ 2,189,790</td>
<td>$</td>
<td>$ 2,189,790</td>
<td>Excess American Rescue Plan Act (ARPA) balance for Public Safety Payroll</td>
</tr>
</tbody>
</table>

**Total General Fund**

|      |      | $ 2,196,402    | (33,361,000) | $ 35,557,402       |             |             |

Attachment: BA#7 - 08-01-2024 (14826 : 14 - Budget Adjustment #7 to the 2023-24 Fiscal Year Budget)
<table>
<thead>
<tr>
<th>Fund</th>
<th>Item</th>
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<th>Fund Balance Impact</th>
<th>Description</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Narcotics Justice Fund</td>
<td>3</td>
<td>$</td>
<td>$ 273,223</td>
<td>(273,223)</td>
<td>Purchase of Sparrowhawk Radar</td>
<td>Fund one-time purchase of a Sparrowhawk Radar including equipment, accessories, software, support and maintenance training as part of the Drone First Responder program presented at the Public Safety Committee on May 30, 2024 and Council work session on June 27, 2024. Funded from available fund balance.</td>
</tr>
</tbody>
</table>

Total Police Narcotics Justice Fund

<table>
<thead>
<tr>
<th>Fund</th>
<th>Item</th>
<th>Source of Funds</th>
<th>Use of Funds</th>
<th>Fund Balance Impact</th>
<th>Description</th>
<th>Explanation</th>
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</thead>
<tbody>
<tr>
<td>Police Narcotics Treasury Fund</td>
<td>2</td>
<td>$</td>
<td>$ 4,112</td>
<td>(4,112)</td>
<td>Treasury Forfeiture Deposits Correction</td>
<td>Funds were incorrectly recorded to the Police Narcotics Treasury Fund for forfeiture deposits that should have been recorded in the General Fund. Deposits were incorrectly coded. Transactions occurred in 2019 and 2021.</td>
</tr>
</tbody>
</table>

Total Police Narcotics Treasury Fund

<table>
<thead>
<tr>
<th>Fund</th>
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<th>Fund Balance Impact</th>
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<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Casualty Self Insurance Fund</td>
<td>4</td>
<td>$</td>
<td>$ 796,792</td>
<td>(796,792)</td>
<td>Fund Damage at the North Police Station/Parks Servicing Center</td>
<td>Provide additional funding for damage at the North Police Station/Parks Servicing Center that have exceeded budgeted amounts. Funded from available fund balance.</td>
</tr>
</tbody>
</table>

Total Property Casualty Self Insurance Fund
<table>
<thead>
<tr>
<th>Fund</th>
<th>Item</th>
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<th>Use of Funds</th>
<th>Fund Balance Impact</th>
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</thead>
<tbody>
<tr>
<td>Vehicle Replacement Fund</td>
<td>6</td>
<td>$</td>
<td>$ 140,000</td>
<td>$ (140,000)</td>
<td>Purchase (2) Dodge 4500 HD Cabs and Chassis</td>
<td>Purchase two Dodge 4500 HD Cabs and Chassis which are available now and will ensure cab and chassis are readily available to install for Frazier Ambulance bodies in October after budget approval. Funded from available fund balance.</td>
</tr>
<tr>
<td></td>
<td>7</td>
<td>$</td>
<td>$ (3,800,000)</td>
<td>$ 3,800,000</td>
<td>Reimbursement of Advanced Funding of 2024 GO Bond Sale</td>
<td>Reimburse the Vehicle Replacement Fund for prior advanced funding for fire apparatus in the Infrastructure Bond Fund. Funded from 2024 Bond Sale proceeds.</td>
</tr>
<tr>
<td>Total Vehicle Replacement Fund</td>
<td></td>
<td>$</td>
<td>$ (3,660,000)</td>
<td>$ 3,660,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital Projects and Capital Equipment Purchases</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street Improvement Bond Fund</td>
<td>7</td>
<td>$ (8,045,000)</td>
<td>$</td>
<td>$ (8,045,000)</td>
<td>Reimbursement of Advanced Funding of 2024 GO Bond Sale</td>
<td>Reimburse the General Fund for prior advanced funding for the Esters Road Phase 1 Rochelle to SH 183 Project in the Street Improvement Bond Fund. Funded from 2024 Bond Sale proceeds.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ (6,750,000)</td>
<td>$</td>
<td>$ (6,750,000)</td>
<td>Reimbursement of Advanced Funding of 2024 GO Bond Sale</td>
<td>Reimburse the General Fund for prior advanced funding for Road to the Future Contracts in the Street Improvement Bond Fund. Funded from 2024 Bond Sale proceeds.</td>
</tr>
<tr>
<td>Total Street Improvement Bond Fund</td>
<td></td>
<td>$ (14,795,000)</td>
<td>$</td>
<td>$ (14,795,000)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fund</td>
<td>Item</td>
<td>Source of Funds</td>
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<td>--------------------</td>
<td>-------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Operations and Maintenance Bond Fund</td>
<td>7</td>
<td>$ (6,070,000)</td>
<td>$</td>
<td>- $ (6,070,000)</td>
<td>Reimbursement of Advanced Funding of 2024 GO Bond Sale</td>
<td>Reimburse the General Fund for prior advanced funding for the Fleet Services Center Project in the Operation and Maintenance Facilities Bond Fund. Funded from 2024 Bond Sale proceeds.</td>
</tr>
<tr>
<td>Total Operations and Maintenance Bond Fund</td>
<td></td>
<td>$ (6,070,000)</td>
<td>$</td>
<td>- $ (6,070,000)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Safety Joint Facilities Bond fund</td>
<td>7</td>
<td>$ (12,500,000)</td>
<td>$</td>
<td>- (12,500,000)</td>
<td>Reimbursement of Advanced Funding of 2024 GO Bond Sale</td>
<td>Reimburse the General Fund for prior advanced funding for the Gun Range Project in the Public Safety Joint Facilities Bond Fund. Funded from 2024 Bond Sale proceeds.</td>
</tr>
<tr>
<td>Total Public Safety Joint Facilities Bond Fund</td>
<td></td>
<td>$ (12,500,000)</td>
<td>$</td>
<td>- $ (12,500,000)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Infrastructure Bond Fund</td>
<td>7</td>
<td>$ (3,800,000)</td>
<td>$</td>
<td>- (3,800,000)</td>
<td>Reimbursement of Advanced Funding of 2024 GO Bond Sale</td>
<td>Reimburse the Vehicle Replacement Fund for prior advanced funding for fire apparatus in the Infrastructure Bond Fund. Funded from 2024 Bond Sale proceeds.</td>
</tr>
<tr>
<td>Total Infrastructure Bond Fund</td>
<td></td>
<td>$ (3,800,000)</td>
<td>$</td>
<td>- $ (3,800,000)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fund</td>
<td>Item</td>
<td>Source of Funds</td>
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<td>-------------------------------------------</td>
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<td>---------------------</td>
<td>-----------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>Grants, Donations, and Contributions</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Library Grant Fund</td>
<td>5</td>
<td>$ 15,000</td>
<td>$ 15,000</td>
<td>-</td>
<td>2024 National Endowment for the Arts (NEA) Big Read Grant</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Create a revenue and expenditure budget for the 2024 NEA Grant. Grant funds will be used for the planning and implementation of the city's NEA Big Read Program. The grant period is September 1, 2024 to June 30, 2025.</td>
<td></td>
</tr>
<tr>
<td>Total Library Grant Fund</td>
<td></td>
<td>$ 15,000</td>
<td>$ 15,000</td>
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<tr>
<td>American Rescue Plan Act Fund</td>
<td>8</td>
<td>$ -</td>
<td>$ 2,189,790</td>
<td>(2,189,790)</td>
<td>Excess American Rescue Plan Act (ARPA) balance for Public Safety Payroll</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Transfer excess fund balance to cover public safety payroll. Funded from available fund balance.</td>
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<tr>
<td>Total American Rescue Plan Act Fund</td>
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<td>$ -</td>
<td>$ 2,189,790</td>
<td>(2,189,790)</td>
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<tr>
<td>Total Budget Adjustment</td>
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<td>$ (34,953,598)</td>
<td>$ (33,742,083)</td>
<td>(1,211,515)</td>
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</table>

Bret Starr  
Chief Financial Officer  
Attachments  
BWS/sp
## General Fund

### 2023-24

<table>
<thead>
<tr>
<th></th>
<th>ADOPTED</th>
<th>AMEND #1</th>
<th>AMEND #2</th>
<th>AMEND #4</th>
<th>AMEND #5</th>
<th>AMEND #7</th>
<th>ADJUSTED</th>
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<tr>
<td><strong>Available Fund Balance 10-01</strong></td>
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<td>$ -</td>
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#### Revenues

<table>
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<tr>
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<th>AMEND #1</th>
<th>AMEND #2</th>
<th>AMEND #4</th>
<th>AMEND #5</th>
<th>AMEND #7</th>
<th>ADJUSTED</th>
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<tbody>
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<td><strong>Property Tax</strong></td>
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<td><strong>Fines</strong></td>
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<td><strong>Investment Income</strong></td>
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<td>$ -</td>
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#### Total Funds Available

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<th>AMEND #2</th>
<th>AMEND #4</th>
<th>AMEND #5</th>
<th>AMEND #7</th>
<th>ADJUSTED</th>
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<td><strong>Total Funds Available</strong></td>
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<td>$398,739,606</td>
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#### Expenditures

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<tr>
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<th>ADOPTED</th>
<th>AMEND #1</th>
<th>AMEND #2</th>
<th>AMEND #4</th>
<th>AMEND #5</th>
<th>AMEND #7</th>
<th>ADJUSTED</th>
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<tbody>
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<td><strong>Mayor and Council</strong></td>
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<tr>
<td><strong>City Attorney’s Office</strong></td>
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<td><strong>Human Resources</strong></td>
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<td><strong>Police</strong></td>
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<td><strong>Fire</strong></td>
<td>66,754,258</td>
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<td>-</td>
<td>66,959,519</td>
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<td><strong>Judicial</strong></td>
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<td><strong>Parks and Recreation</strong></td>
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<td>51,074,478</td>
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<td><strong>Libraries</strong></td>
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<td><strong>Capital Improvement Program</strong></td>
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<td>-</td>
<td>-</td>
<td>14,761,176</td>
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<tr>
<td><strong>Street/Traffic/Transportation</strong></td>
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<td><strong>Communications</strong></td>
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<td>-</td>
<td>2,861,688</td>
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<tr>
<td><strong>Total Expenditures</strong></td>
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<td>$396,980,557</td>
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#### Net Change in Fund Balance

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<tr>
<th></th>
<th>ADOPTED</th>
<th>AMEND #1</th>
<th>AMEND #2</th>
<th>AMEND #4</th>
<th>AMEND #5</th>
<th>AMEND #7</th>
<th>ADJUSTED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Available Fund Balance 09-30</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td><strong>Available Fund Balance 09-30</strong></td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$98,983,842</td>
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</tbody>
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# Capital Improvement Program

## Operations & Maintenance Facilities Bond

### Fund Budget Summary

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<tr>
<th></th>
<th>2023-24 ADOPTED</th>
<th>AMEND #4</th>
<th>AMEND #6</th>
<th>AMEND #7</th>
<th>2023-24 ADJUSTED</th>
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<tbody>
<tr>
<td>Available Fund Balance 10-01</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
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</table>

**Revenues**
- Bond Proceeds: $6,070,000
- Transfer from General Fund: $6,070,000
- Interest on Investments: $ -

Total Revenues: $6,070,000

**Total Funds Available**
- $6,070,000

**Expenditures**
- Fleet Services Facility: $6,070,000
- Bond Issuance Cost: $ -

Total Expenditures: $6,070,000

**Available Fund Balance 09-30**
- $ -
- $6,070,000
- $ -
- $ -
- $ -

Fund Description:
To account for funding of the operations and maintenance of existing city buildings and facilities. The improvements are funded by 2021 general obligation bond authorization proceeds and interest on investments.

*Amounts estimated are allocated to specific projects. Any allocated amount unspent in the current fiscal year will roll forward to the new fiscal year.*
## CAPITAL IMPROVEMENT PROGRAM
### PUBLIC SAFETY JOINT FACILITIES BOND

<table>
<thead>
<tr>
<th>FUND BUDGET SUMMARY</th>
<th>2023-24 ADOPTED</th>
<th>AMEND #2</th>
<th>AMEND #7</th>
<th>2023-24 ADJUSTED</th>
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<tbody>
<tr>
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<td>Bond Proceeds</td>
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<td>$12,500,000</td>
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<tr>
<td>Transfer from General Fund</td>
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<td>Indoor Gun Range</td>
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<td>Bond Issuance Cost</td>
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<td>Available Fund Balance 09-30</td>
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</table>

**Fund Description:**
To account for funding of improvements and renovations to the Public Safety Joint Facilities. These improvements are funded by 2021 general obligation bond authorization proceeds and interest on investments.

*Amounts estimated are allocated to specific projects. Any allocated amount unspent in the current fiscal year will roll forward to the new fiscal year.*
## CAPITAL IMPROVEMENT PROGRAM
### STREET IMPROVEMENT BOND FUND

<table>
<thead>
<tr>
<th>FUND BUDGET SUMMARY</th>
<th>2023-24 REVISED</th>
<th>AMEND#2</th>
<th>AMEND#4</th>
<th>AMEND#5</th>
<th>AMEND#7</th>
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<tbody>
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<td>(4)</td>
<td>$6,750,000</td>
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<td>(14,795,000)</td>
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<tr>
<td><strong>Total Revenues</strong></td>
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<td>(4)</td>
<td>$6,750,000</td>
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<td>(14,795,000)</td>
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<td>Esters - Rochelle to SH 183</td>
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<td>$375,000</td>
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<td>Miscellaneous</td>
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<td>Intersection Improvement/Traffic Congestion Relief</td>
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<td>$1,000,000</td>
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<td>Right-of-Way Acquisition &amp; Franchise Utilities</td>
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<td>$6,915,661</td>
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<td>Transfer to General Fund **</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfer to General Fund</td>
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<td>-</td>
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<td>$-</td>
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<td><strong>Total Expenditures</strong></td>
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<td>$-</td>
<td>$6,915,661</td>
<td>$-</td>
<td>$28,794,526</td>
</tr>
<tr>
<td>Available Fund Balance 09-30</td>
<td>$3,574,870</td>
<td>$8,045,000</td>
<td>$6,750,000</td>
<td>$3,285,320</td>
<td>(14,795,000)</td>
<td>$289,640</td>
</tr>
</tbody>
</table>

**Fund Description:**
To account for funding of construction of, or improvements to, the city's streets, sidewalks, alleys, and traffic/amounting. These improvements are funded by general obligation bond proceeds and interest on investments.

*Amounts estimated are allocated to specific projects. Any uncaptured amount unspent in the current fiscal year will roll forward to the new fiscal year.*

**Transfer is reimbursement to the General Fund related to operational costs such as salary and benefits associated with these projects.
# CAPITAL IMPROVEMENT PROGRAM
## INFRASTRUCTURE BOND FUND

### FUND BUDGET SUMMARY

<table>
<thead>
<tr>
<th></th>
<th>2023-24 REvised</th>
<th>AMEND #4</th>
<th>AMEND #5</th>
<th>AMEND #7</th>
<th>2023-24 ADJUSTED</th>
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</thead>
<tbody>
<tr>
<td>Available Fund Balance 10-01</td>
<td>$ 50,192</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 50,192</td>
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<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
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<tr>
<td>Certificates of Obligation</td>
<td>$ 13,800,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 13,800,000</td>
</tr>
<tr>
<td>Transfer from Vehicle Replacement Fund</td>
<td>-</td>
<td>3,800,000</td>
<td>(4)</td>
<td>-</td>
<td>7,036,426</td>
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<tr>
<td>Grant Proceeds</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>7,036,426</td>
</tr>
<tr>
<td>Premium on Sale of Bonds</td>
<td>-</td>
<td>-</td>
<td>(3,800,000)</td>
<td>(7)</td>
<td>-</td>
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<tr>
<td>Interest on Investments</td>
<td>1,897,812</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>1,897,812</td>
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<tr>
<td><strong>Total Revenues</strong></td>
<td>$ 15,697,822</td>
<td>$ 3,800,000</td>
<td>$ 7,036,426</td>
<td>$ (3,800,000)</td>
<td>$ 22,734,248</td>
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<tr>
<td><strong>Total Funds Available</strong></td>
<td>$ 15,748,015</td>
<td>$ 3,800,000</td>
<td>$ 7,036,426</td>
<td>$ (3,800,000)</td>
<td>$ 22,784,441</td>
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<tr>
<td><strong>Expenditures</strong></td>
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<tr>
<td>Projects</td>
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<tr>
<td>Fire Engine and Pumpers</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>3,800,000</td>
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<tr>
<td>Senior Indoor Aquatics Facility</td>
<td>10,000,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>10,000,000</td>
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<tr>
<td><strong>Miscellaneous</strong></td>
<td></td>
<td></td>
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<tr>
<td>Transfer to General Debt Service Fund</td>
<td>-</td>
<td>-</td>
<td>8,862,871 (5)</td>
<td>-</td>
<td>8,862,871</td>
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<tr>
<td>Bond Issuance Cost</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td><strong>Total Expenditures</strong></td>
<td>$ 13,800,000</td>
<td>$ -</td>
<td>$ 8,862,871</td>
<td>$ -</td>
<td>$ 22,662,871</td>
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<tr>
<td>Available Fund Balance 09-30</td>
<td>$ 1,948,015</td>
<td>$ 3,800,000</td>
<td>$ (1,826,445)</td>
<td>$ (3,800,000)</td>
<td>$ 121,570</td>
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</table>

### Fund Description:

This fund is used to account for Capital Improvement Program projects funded through the sale of certificates of obligation and tax notes. These debt instruments are approved by Council and are issued to finance projects that were not anticipated or authorized by voters in general obligation bond elections.

* Amounts estimated are allocated to specific projects. Any allocated amount unspent in the current fiscal year will roll forward to the new fiscal year.
# CITY OF IRVING
## Police Narcotics Treasury Fund

<table>
<thead>
<tr>
<th></th>
<th>2023-24 ADOPTED</th>
<th>AMEND #2</th>
<th>AMEND #7</th>
<th>2023-24 ADJUSTED</th>
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<tbody>
<tr>
<td>Available Fund Balance 10-1</td>
<td>$2,054,348</td>
<td>$ -</td>
<td>$ -</td>
<td>$2,054,348</td>
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<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DFW - Federal</td>
<td>100,000</td>
<td>-</td>
<td>-</td>
<td>100,000</td>
</tr>
<tr>
<td>HIDTA Task Force</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Transfers</td>
<td>-</td>
<td>-</td>
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<tr>
<td><strong>Total Revenues</strong></td>
<td>$100,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$100,000</td>
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<tr>
<td><strong>Total Funds Available</strong></td>
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<td>$2,154,348</td>
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<tr>
<td><strong>Expenditures</strong></td>
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<tr>
<td>Salaries and Wages</td>
<td>-</td>
<td>-</td>
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<td>-</td>
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<tr>
<td>Benefits</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Supplies</td>
<td>189,553</td>
<td>-</td>
<td>-</td>
<td>189,553</td>
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<tr>
<td>Outside Services</td>
<td>300,000</td>
<td>-</td>
<td>-</td>
<td>300,000</td>
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<tr>
<td>Travel-Train-Dues</td>
<td>48,550</td>
<td>-</td>
<td>-</td>
<td>48,550</td>
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<tr>
<td>Transfers</td>
<td>-</td>
<td>-</td>
<td>4,112 (2)</td>
<td>4,112</td>
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<tr>
<td>Capital</td>
<td>886,647</td>
<td>(245,000)</td>
<td>(2)</td>
<td>641,647</td>
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<td><strong>Total Expenditures</strong></td>
<td>$1,424,750</td>
<td>$(245,000)</td>
<td>$4,112</td>
<td>$1,183,862</td>
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<tr>
<td><strong>Available Fund Balance 9-30</strong></td>
<td>$729,598</td>
<td>$245,000</td>
<td>$(4,112)</td>
<td>$970,486</td>
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</tbody>
</table>

**Fund Description:**

Collections from seized narcotics are used to fund Police programs and equipment.
Shannon Phillips

To: Shannon Phillips
Subject: RE: Treasury Audit-Reclass?

There is still a discrepancy related to the Treasury forfeiture. Attached is a (very old) request to reclassify wires as they were recorded to the incorrect account. The 1st one is from 2019 and was originally recorded in Banner per attachment. The 2nd one is recorded in Munis on 08/31/21 (JE 2425). I know the revenue accounts could not be touched but could the following JE be recorded instead? If so, the accounts would need to be set up.

(1st) 23031301-851001  DR  3,371.82
(1st) 10011301-812303  CR  3,371.82

(2nd) 23031301-851001  DR  740
(2nd) 10011301-812303  CR  740

Thank you,

Nancy Fulks  |  Accountant
City of Irving  |  Finance Department
825 W. Irving Blvd., Irving, TX 75060
P: (972) 721.2770
nfulks@cityofirving.org  |  www.cityofirving.org
## Police Narcotics Justice Fund

<table>
<thead>
<tr>
<th></th>
<th>2023-24 ADOPTED</th>
<th>AMEND #7</th>
<th>2023-24 ADJUSTED</th>
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<tbody>
<tr>
<td><strong>Available Fund Balance 10-1</strong></td>
<td>$772,061</td>
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<td>$772,061</td>
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<tr>
<td><strong>Revenues</strong></td>
<td></td>
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<tr>
<td>DFW - Federal</td>
<td>150,000</td>
<td>-</td>
<td>150,000</td>
</tr>
<tr>
<td>HIDTA Task Force</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Miscellaneous Revenue</td>
<td>-</td>
<td>-</td>
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<tr>
<td><strong>Total Revenues</strong></td>
<td>$150,000</td>
<td>$ -</td>
<td>$150,000</td>
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<tr>
<td><strong>Total Funds Available</strong></td>
<td>$922,061</td>
<td>$ -</td>
<td>$922,061</td>
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<td><strong>Expenditures</strong></td>
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<tr>
<td>Supplies</td>
<td>30,000</td>
<td>-</td>
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<tr>
<td>Outside Services</td>
<td>166,000</td>
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<td>166,000</td>
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<td>Travel-Train-Dues</td>
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</tr>
<tr>
<td>Capital</td>
<td>251,566</td>
<td>273,223</td>
<td>524,789</td>
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<td><strong>Total Expenditures</strong></td>
<td>$472,566</td>
<td>$273,223</td>
<td>$745,789</td>
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<td><strong>Available Fund Balance 9-30</strong></td>
<td>$449,495</td>
<td>$(273,223)</td>
<td>$176,272</td>
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**Fund Description:**
Collections from seized narcotics are used to fund Police programs and equipment.
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>PRICE</th>
<th>DISC.%</th>
<th>TAXES</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sparrowhawk</td>
<td>1.000</td>
<td>187,500.00</td>
<td>0.00</td>
<td></td>
<td>$187,500.00</td>
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<tr>
<td>Sparrowhawk Radar (8 foot)</td>
<td>1.000</td>
<td>5,700.00</td>
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<td>$5,700.00</td>
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<tr>
<td>Sparrowhawk Hardware Accessory Kit</td>
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<td></td>
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<tr>
<td>Airspace Management Server</td>
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</tr>
<tr>
<td>Third Party Supporting Software</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Year Support &amp; Maintenance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Training</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Setup and Configuration Support</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Radar shipping, installation and training</td>
<td>1.000</td>
<td>5,700.00</td>
<td>0.00</td>
<td></td>
<td>$5,700.00</td>
</tr>
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**Subtotal** $193,200.00
**Quotation # SO216417**

**Quotation Date:** 06/05/2024  
**Expiration:** 09/03/2024  
**Salesperson:** Matthew Rybar

<table>
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<tr>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>DISC.%</th>
<th>TAXES</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>[101-150-1001] DJI Dock 2</td>
<td>3.000</td>
<td>9,000.00</td>
<td>5.00</td>
<td></td>
<td>$25,650.00</td>
</tr>
<tr>
<td>The more capable yet noticeably smaller DJI Dock 2 deploys Matrice 3D or 3TD drones with ease and security. Dock 2 is lightweight, offers high-level operation capabilities, and has cloud-based intelligent functions that bring efficiency and quality to automatic operations.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>INCLUDES</td>
<td></td>
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</tr>
<tr>
<td>Dock 2</td>
<td></td>
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<tr>
<td>Weather Station</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Tools Kit</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cat6E and Power Cable Connections</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal**  $25,650.00

Thank you for choosing UVT!
[101-151-1011] DJI Matrice 3TD w/Care Enterprise Basic 2-Year Plan  
The DJI Matrice 3TD is purpose-built for use with the DJI Dock 2. Boasting a triple camera payload system, the M3TD combines a high-resolution thermal camera with a dual visual camera array for both wide and telephoto/zoom visual imagery. The M3TD is ideal for high-resolution thermal inspections, commercial security, public safety, and other areas where thermal imaging and visual zoom are the primary mission requirements.

<table>
<thead>
<tr>
<th>INCLUDES:</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>DJI Matrice 3TD Aircraft x1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DJI Matrice 3D Series Propeller Pairs x3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DJI Care Enterprise Basic 2-Year Plan for Matrice 3TD x1</td>
<td>3,000</td>
<td>6,325.00</td>
<td>5.00</td>
</tr>
</tbody>
</table>

**Subtotal** $18,026.25

**DJI Dock Accessories**

| [101-151-1201] DJI Matrice 3D Series Intelligent Flight Battery | 12,000 | 320.00 | 5.00 | $3,648.00 |
| [101-136-1002] DJI RC Pro Enterprise | 3,000 | 1,199.00 | 5.00 | $3,417.15 |
| [156-401-1003] JZdrones M3D Quick Search Kit | 3,000 | 1,199.00 | 5.00 | $3,417.15 |
| [101-151-1203] DJI Matrice 3D Series Propellers | 12,000 | 21.00 | 5.00 | $239.40 |

**Subtotal** $10,721.70

**Dock Installation**

| [SRV-PM-103] UVT DJI Dock Installation and Setup | 3,000 | 1,500.00 | 5.00 | $4,275.00 |

*Customer to provide 110v power and ethernet connectivity at the deployment site. UVT will provide cabling to the termination box within 3 feet of the dock installation site. UVT will recommend seal the connections into the termination box, to ensure the cabling is protected.

**Subtotal** $4,275.00

**Training**

| [UA-304] UVT Academy RPIC/VO Remote Operations Train the Trainer Course | 1,000 | 2,000.00 | 100.00 | $0.00 |

Thank you for choosing UVT!

Page: 2 / 3
<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
<th>Cost</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>[UA-101] UVT Academy Turnkey Delivery &amp; 1-Day Basic Equipment Training</td>
<td>1.000</td>
<td>1,999.00</td>
<td>100.00</td>
<td>$ 0.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td>$ 0.00</td>
</tr>
<tr>
<td>UVT ProLine Services</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>[SRV-PL-104] UVT ProLine Pre-Flight Service</td>
<td>1.000</td>
<td>499.00</td>
<td>100.00</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Our ProLine Pre-Flight Service ensures you receive a turnkey system on day one. This service includes the activation of the hardware and any included service plans (ex. DJI Care Enterprise) and the updating and testing of all critical flight components. All ProLine services are performed in-house by our factory-trained technicians.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td>$ 0.00</td>
</tr>
<tr>
<td>[SRV-PLS-103] UVT ProLine Support Premium</td>
<td>1.000</td>
<td>1,195.00</td>
<td>100.00</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>UVT ProLine Support offers you direct access to our technical and operational support teams. With ProLine Support Premium, this access is provided 24x7x365 to ensure you always have the support you need.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td></td>
<td></td>
<td>$ 0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td>$ 58,672.93</td>
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The completion of this transaction via payment, Purchase Order, or electronic signature indicates your acceptance of our Terms & Conditions, available online at www.uvt.us/terms.

The contents of this document are confidential and proprietary and are intended only for the recipient specified herein. It is strictly forbidden to share the contents of this document with any third party, without receiving the prior written consent of UVT.

Payment terms: Net 30
CITY OF IRVING
Vehicle Replacement Fund

<table>
<thead>
<tr>
<th></th>
<th>2023-24 ADOPTED</th>
<th>AMEND #2</th>
<th>AMEND #3</th>
<th>AMEND #6</th>
<th>AMEND #7</th>
<th>2023-24 ADJUSTED</th>
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<tbody>
<tr>
<td>Available Fund Balance 10-01</td>
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<td>$ -</td>
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<td>Revenues</td>
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<td></td>
</tr>
<tr>
<td>Contributions from General</td>
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<td>5,799,950</td>
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<tr>
<td>Contributions from MDU</td>
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<td>216,490</td>
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<tr>
<td>Sale of Fixed Assets</td>
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<td>150,000 (2)</td>
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<td>150,000</td>
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<tr>
<td>Interest on Investments</td>
<td>818,675</td>
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<td>818,675</td>
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<td>Total Revenues</td>
<td>$ 6,835,105</td>
<td>$ 150,000</td>
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<td>$ -</td>
<td>$ -</td>
<td>$ 6,985,105</td>
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<tr>
<td>Total Funds Available</td>
<td>$ 16,328,226</td>
<td>$ 150,000</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 16,478,226</td>
</tr>
</tbody>
</table>

Expenditures

**Dept. #20—Police**
- Tahoe: 180,000
- Motorcycle: 475,000 (2)

**Dept. #25—Fire**
- Boat: 235,000 (9)
- Ford F350 SRW Long Base: 180,000

**Dept. #30—Parks & Recreation**
- F-250: 715,000

**Dept. #42—Transportation**
- Ford F-350 with Utility Body: 677,910
- Flatbed Dump Truck: 270,000

**Dept. #75—Information Technology**
- Truck: 65,000

**Dept. #70—Fleet Maintenance**
- 1/2 Ton Pickup: 60,000

**Dept. #63—Municipal Drainage Utility**
- Front End Loader: 190,000

Lease Payments
- Fire - Pumper #1 and #11: 281,988

**Transfer to Infrastructure Bond Fund**

|                             | 3,800,000 (4) |          |          |          | (3,800,000) (7) |

**Total Expenditures**

|                             | $ 2,619,898     | $ 475,000 | $ 3,800,000 | $ 235,000 | $ (3,660,000) | $ 3,469,898      |

**Available Fund Balance 09-30**

|                             | $ 13,708,328    | $ (325,000) | (3,800,000) | (235,000) | $ 3,660,000   | $ 13,008,328      |

Attachment: BA#7 - 08-01-2024 (1826: 14 - Budget Adjustment #7 to the 2023-24 Fiscal Year Budget)
## PRODUCT PRICING SUMMARY BASED ON CONTRACT

**BUYBOARD #723-23 CHASSIS**  
Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

End Use: CITY OF IRVING  
Contact: LARRY SPAIN  
Phone/Email: lspain@cityofirving.org

Rep: Dennis Thomas  
Phone: 817-410-7541  
Email: dthomas@grapevinedsj.com  
Date: 06/14/2024  

### A. Bid Series 4500 CHASSIS RC

**A. Base Price:** 48,479

### B. Published Options [Itemize each below]

<table>
<thead>
<tr>
<th>Code</th>
<th>Options</th>
<th>Bid Price</th>
<th>Code</th>
<th>Options</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>DP4L65</td>
<td>24 4500 REG CAB 4X2 108CA</td>
<td>2,008</td>
<td>2YG</td>
<td>SLT CUMMINS DIESEL</td>
<td>13,643</td>
</tr>
<tr>
<td>PR4</td>
<td>FLAME RED</td>
<td></td>
<td>MJX8</td>
<td>POWER BUCKETS</td>
<td>965</td>
</tr>
<tr>
<td>A62</td>
<td>LEVEL 1 EQUIPMENT GROUP</td>
<td>1,586</td>
<td>CLY</td>
<td>RUBBER FLOOR MATS</td>
<td>97</td>
</tr>
<tr>
<td>GPD</td>
<td>SLIDING REAR WINDOW</td>
<td>286</td>
<td>XF7</td>
<td>DUAL ALTERNATORS 440A TOT</td>
<td>276</td>
</tr>
<tr>
<td>XNR</td>
<td>MANUAL REGEN</td>
<td>335</td>
<td>AH2</td>
<td>AMBULANCE PREP GROUP</td>
<td>907</td>
</tr>
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</table>

**Total of B. Published Options:** 20,103

### C. Unpublished Options

<table>
<thead>
<tr>
<th>Options</th>
<th>Bid Price</th>
<th>Options</th>
<th>Bid Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 CURRENTLY ON THE GROUND THAT ARE</td>
<td></td>
<td>AVAILABLE 1 MORE IN TRANSIT THAT IS</td>
<td></td>
</tr>
<tr>
<td>AVAILABLE</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total of C. Unpublished Options:**

### D. Pre-delivery Inspection:

$ $

### E. Texas State Inspection:

$ $

### F. Manufacturer Destination/Delivery:

$ $

### G. Floor Plan Interest (for in-stock and/or equipped vehicles):

$ $

### H. Lot Insurance (for in stock and/or equipped vehicles):

$ $

### I. Contract Price Adjustment:

$ $

### J. Additional Delivery Charge:

$150

### K. Subtotal:

$68,732

### L. Quantity Ordered 2 x K =

$137,464

### M. Trade in:

$400.00

### N. BUYBOARD Administrative Fee ($400 per purchase order)

$137,864

### O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE

$
CITY OF IRVING  
Library Grant Fund

<table>
<thead>
<tr>
<th></th>
<th>2023-24 ADOPTED</th>
<th>AMEND #7</th>
<th>2023-24 ADJUSTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Available Fund Balance 10-01</td>
<td>$</td>
<td>-</td>
<td>$</td>
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<tr>
<td>Revenues</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Donations</td>
<td>82,500</td>
<td>-</td>
<td>82,500</td>
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<tr>
<td>Receipts from Federal Govt</td>
<td>10,000</td>
<td>15,000</td>
<td>(5)</td>
</tr>
<tr>
<td>Receipts from State</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Total Revenues</td>
<td>$ 92,500</td>
<td>$ 15,000</td>
<td>$ 107,500</td>
</tr>
<tr>
<td>Total Funds Available</td>
<td>$ 92,500</td>
<td>$ 15,000</td>
<td>$ 107,500</td>
</tr>
<tr>
<td>Expenditures</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries and Wages</td>
<td>$ 10,000</td>
<td>-</td>
<td>$ 10,000</td>
</tr>
<tr>
<td>Outside Services</td>
<td>82,500</td>
<td>15,000</td>
<td>(5)</td>
</tr>
<tr>
<td>Miscellaneous Services</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>$ 92,500</td>
<td>$ 15,000</td>
<td>$ 107,500</td>
</tr>
<tr>
<td>Available Fund Balance 09-30</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
</tbody>
</table>

Fund Description:
Established in FY 2003-04 to account for the receipt and expenditure of various library grants and donations to be used toward literary programs and the purchase of library materials. This is an annual...
NEA Big Read

Grant Agreement

Congratulations on your award!

<table>
<thead>
<tr>
<th>GRANTEE</th>
<th>Irving, City of</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing address for payments</td>
<td>825 W Irving Blvd</td>
</tr>
<tr>
<td></td>
<td>Irving, TX 75060-2845</td>
</tr>
<tr>
<td>UEI number</td>
<td>M69VQ23H8Y17</td>
</tr>
<tr>
<td>Name for publicity purposes</td>
<td>Irving, City of</td>
</tr>
<tr>
<td>Purpose</td>
<td>NEA Big Read</td>
</tr>
<tr>
<td>Grant award</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>Total federal dollars awarded for this opportunity</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>Total active federal awards from Arts Midwest</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>Grant number</td>
<td>2023-2825 NEA Big Read</td>
</tr>
<tr>
<td>Date of Agreement</td>
<td>2024-05-13</td>
</tr>
</tbody>
</table>

The National Endowment for the Arts Big Read

The National Endowment for the Arts Big Read is a program of the National Endowment for the Arts in partnership with Arts Midwest designed to inspire meaningful conversations, celebrate local creativity, elevate a wide variety of voices and perspectives, and build stronger connections in each community.

Arts Midwest

Arts Midwest is a "pass-through entity" for this federally funded program. We will serve as your contact for questions regarding the program and this Grant Agreement. Arts Midwest can be reached at
grants@artsmidwest.org.

This Agreement, by and between Arts Midwest and Irving, City of listed above, hereinafter referred to as GRANTEE, is subject to the following terms and conditions.

Grant Award

Your grant award from Arts Midwest is $15,000.00. These are federal funds.

Your $15,000.00 grant award must be used towards the expenses incurred as part of GRANTEE's approved project. GRANTEE is expected to use the entire grant award amount and no funds can be returned without written approval from Arts Midwest.

GRANTEE must manage this award according to this Agreement. All necessary documents for managing the award are available at www.artsmidwest.org/get-support/nea-big-read. Further instructions will come via email from Arts Midwest. If GRANTEE needs to make major changes to project plans, they should refer to Attachment C of this Agreement for guidance.

Per the NEA Big Read guidelines, funded project MUST include:

- A public kick-off event to launch the program;
- A minimum of 3 discussions on the selected book featuring separate audiences for each discussion;
- At least one presentation inspired by the content and/or themes of the NEA Big Read title. If you are considering an author visit as part of your programming, please be aware that honoraria and availability vary by individual. A visit by the author of your NEA Big Read book selection is not required.
- At least one artistic project or activity that engages the community and/or respond creatively to the theme WHERE WE LIVE and, if applicable, your chosen book (e.g., art exhibitions, theatrical performance, concert, etc.).
- At least 3 creative writing workshops (topics might include: writing your family's history, poetic responses to nature, Q&As with your neighbors, evoking worlds in sci-fi that grapple with real-world challenges).
- At least one activity that allows community voices to be shared publicly (e.g. poetry slams, a public reading or anthology of selected pieces from the creative writing workshops; interviews with community members by a local writer featured in a local newspaper or on a local radio station; a website of archived community stories).
- Partnership with a library (if GRANTEE itself is not a library).

Your project may include:

- Other eligible expenses such as: production fees, staff salaries, technology to host virtual activities, facility rental, equipment purchases for supporting artistic engagements ($5,000 or less), consultant fees, professional development for hosting socially distanced or virtual engagements, accessibility accommodations for individuals with disabilities, market research costs, or promotional plans.
- Indirect costs, allowable at a federally negotiated rate or at a de minimis rate of 10% as outlined in 2 CFR 200.414 (Code of Federal Regulations).

Your project may NOT include:
• Alcohol, bad debts or collection costs, lobbying, capital improvements or construction costs, fundraising, hospitality, home office workspace, meals, concessions, subgranting or regranting, gifts for participants, or costs incurred prior to the execution of this Grant Agreement. Reference the Attachment A: Assurance of Compliance section 12 for more information.

If GRANTEE is unable to meet these requirements, future support from Arts Midwest may not be available.

The award must be matched on a 1-to-1 basis with nonfederal funds. Match refers to the portion of the project’s expenses not paid for by this award. Matching funds may include revenues from GRANTEE’s own funds, donations, other non-federal grants, or in-kind contributions. In order to receive the full grant, GRANTEE’s total expenses as shown on your final report budget must be at least double the grant award amount. There can be no overlapping expenses between this grant and a grant received directly from the National Endowment for the Arts.

The following information is provided to comply with federal regulations.

<table>
<thead>
<tr>
<th>Federal awarding agency</th>
<th>National Endowment for the Arts</th>
</tr>
</thead>
<tbody>
<tr>
<td>CFDA #45.024</td>
<td>Promotion of the Arts – Grants to Organizations and Individuals</td>
</tr>
<tr>
<td>Federal Award Identification Number</td>
<td>1920421-52-C-23</td>
</tr>
<tr>
<td>Federal award date</td>
<td>July 25, 2023</td>
</tr>
<tr>
<td>Federal award description</td>
<td>To support the planning and implementation of the National Endowment for the Arts Big Read program nationwide.</td>
</tr>
<tr>
<td>Subaward period of performance</td>
<td>September 1, 2024 – June 30, 2025</td>
</tr>
<tr>
<td>Pass-through entity and contact information</td>
<td>Arts Midwest, Joshua Feist, grants officer, <a href="mailto:joshua@artsmidwest.org">joshua@artsmidwest.org</a>, 612.238.8054</td>
</tr>
<tr>
<td>Does this grant support Research &amp; Development activities?</td>
<td>No</td>
</tr>
</tbody>
</table>

**Grant Payments**

Arts Midwest will disburse this grant in installments by check or ACH to GRANTEE as follows:
CITY OF IRVING
American Rescue Plan Act (ARPA) Fund

<table>
<thead>
<tr>
<th></th>
<th>2023-24 REVISED</th>
<th>AMEND #7</th>
<th>2023-24 ADJUSTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Available Fund Balance 10-01</td>
<td>$16,181,917</td>
<td>$</td>
<td>$16,181,917</td>
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<tr>
<td>Revenues</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Receipts from Federal Govt</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Transfers from Other funds</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Total Funds Available</td>
<td>$16,181,917</td>
<td>$</td>
<td>$16,181,917</td>
</tr>
<tr>
<td>Expenditures</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outside Services</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Transfers</td>
<td>-</td>
<td>2,189,790(8)</td>
<td>2,189,790</td>
</tr>
<tr>
<td>Capital</td>
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<td>-</td>
<td>-</td>
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<tr>
<td>Total Expenditures</td>
<td>$ -</td>
<td>$2,189,790</td>
<td>$2,189,790</td>
</tr>
<tr>
<td>Available Fund Balance 09-30</td>
<td>$16,181,917</td>
<td>$(2,189,790)</td>
<td>$13,992,127</td>
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</tbody>
</table>

Fund Description:
Established during FY 2020-21, to fund activities that enable local governments to support the public health response and lay the foundation for a strong and equitable economic recovery. Funds can be used to address revenue losses experienced as a result of the pandemic as well as cover costs incurred due to responding to the public health emergency and provide support for recovery - including assistance to households, small businesses and nonprofits, aid to impacted industries, support for essential workers and investments in infrastructure. This is a multiyear fund.
Resolution -- Approving a First Amended and Restated Interlocal Agreement for Security and Peace Officer Services Between the City of Irving and the Irving Independent School District (IISD) to Maintain the School Resource Officer Program at IISD Campuses

Administrative Comments
1. This item is recommended by the Police Department. It supports Future in Focus: Safeguard public safety, security and health.

2. Impact: This Interlocal Agreement with Irving Independent School District (“IISD”) will allow Irving Police Department to continue providing School Resource Officers (“SRO”) at IISD schools to protect the safety and welfare of IISD students and personnel.

3. This is an annual agreement which takes effect August 1, 2024 and expires on July 31, 2025. This agreement is subject to additional one-year renewal terms.

4. The Irving Independent School District shall pay the City 55% of the costs for 18 School Resource Officers’ and at least 2, but not more than 3 Sergeants’ salaries, retirement, health insurance, workers compensation insurance, and unemployment insurance. The City’s portion is estimated at $1,631,649.15 not including overtime. The funds are available in the Police Department budget.

5. Payments will be in three equal payments as compensation due on December 1, April 1, and August 1, in each year which this agreement is effective.

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: Yes Review Completed By: Janet Spugnardi
Previous Action: N/A Council Action: N/A
Discretionary Contract Disclosure Form Required: N/A

Certificate of Interested Parties (Form 1295) Required: N/A

TGC Form 2270 Required: N/A

ATTACHMENTS:

FINAL IISD SRO agreement FY2425 (PDF)
Schedule A IISD 24-25_update7-2-24 (PDF)
CURRENT YEAR FINANCIAL IMPACT:

None

REVISION INFORMATION:

Prepared: 6/24/2024 03:10 PM by Kayte Roberts
Last Updated: 7/25/2024 02:43 PM by Janet Spugnardi
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves the attached First Amended and Restated Interlocal Agreement between the City of Irving and the Irving Independent School District (IISD) whereby IISD will pay the City to provide security and peace officer services, in the estimated amount of $1,631,649.15 to protect IISD property and the safety and welfare of IISD students and personnel from August 1, 2024 until July 31, 2025, and the City Manager is authorized to execute said agreement.

SECTION II. THAT funding for the City’s portion of this Agreement is available in the Police Department budget in the General Fund.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on August 1, 2024.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
STATE OF TEXAS §
COUNTY OF DALLAS §

FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR SECURITY AND PEACE OFFICER SERVICES

Pursuant to V.T.C.A., Government Code §§791.001 et seq. (the "Act") the City of Irving, Texas, ("CITY"), and the Irving Independent School District ("IISD"), each being a unit of "Local Government" as defined by the Act, make and enter into this First Amended and Restated Interlocal Agreement for Security and Peace Officer Services (the "Agreement") for the purposes and consideration as set out below.

WITNESSETH:

WHEREAS, IISD and the Police Department of CITY previously instituted a cooperative School Resource Officer Program at various secondary schools of IISD to combat juvenile delinquency, to assist students involving potential involvement with law enforcement, to develop and maintain positive relations between students and CITY police officers and to assist IISD in maintaining a safe, orderly, and secure environment conducive to learning; and

WHEREAS, IISD and the CITY previously entered into an Interlocal Agreement for Security and Peace Officer Services in July 2017 (the “Original Agreement”) whereby IISD sought, and CITY agreed to provide the services of security and commissioned police officers to protect IISD property and the safety and welfare of IISD students and personnel; and

WHEREAS, the Original Agreement was amended by that certain First Amendment to the Interlocal Agreement for Security and Peace Officer Services dated July 30, 2018 (the “First Amendment”), that certain Second Amendment to the Interlocal Agreement for Security and Peace Officer Services in July 2019 (the “Second Amendment”), that certain Third Amendment to the Interlocal Agreement for Security and Peace Officer Services dated July 30, 2020 (the “Third Amendment”), and that certain Fourth Amendment to the Interlocal Agreement for Security and Peace Officer Services in July 2021 (the “Fourth Amendment”); that certain Fifth Amendment to the Interlocal Agreement for Security and Peace Officer Services in July 2022 (the “Fifth Amendment”); that certain Sixth Amendment to the Interlocal Agreement for Security and Peace Officer Services in July 2023 (the “Sixth Amendment”); and

WHEREAS, IISD and CITY desire to continue the School Resource Officer Program at IISD campuses; and

WHEREAS, CITY has full-time commissioned peace officers in its employ capable of providing IISD security and police protection services; and

WHEREAS, the Act authorizes CITY and IISD to contract with one another for police protection, related administrative functions, and other governmental functions in which they are mutually interested; and

WHEREAS, the IISD Board of Trustees has found, and hereby declares, it is in need of security personnel and law enforcement services to (1) protect the safety and welfare of its students, employees, and other persons authorized to be on IISD property or at IISD sponsored events or activities; and (2) protect the real and personal property of IISD; and
WHEREAS, the IISD Board of Trustees desires to utilize the security and law enforcement services and personnel of CITY for those functions and purposes; and

WHEREAS, the CITY desires to provide IISD the required security and law enforcement functions and services; and

WHEREAS, the Parties wish to enter into a First Amended and Restated Interlocal Agreement for Security and Peace Officer Services to incorporate the terms of the Original Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and such other terms as required for the implementation of the security and peace officer services requested by IISD to be provided by the CITY;

NOW, THEREFORE, in consideration of the promises and of the terms, provisions, and mutual provisions herein contained, CITY and IISD hereby agree as follows:

I. Purpose

1.01 The primary purpose of this Agreement is for IISD to secure the services of security and commissioned peace officers to protect its property and the safety and welfare of IISD students and personnel. It is also the purpose of this Agreement to provide for the maintenance of the School Resource Officer Program by providing School Resource Officers (“S.R.O.s”) to IISD’s schools.

II. Services and Obligations of City

The CITY, through the S.R.O.s, shall provide IISD the following services and related activities:

Law Enforcement Services

2.01 Beginning August 1, 2024, three (3) elementary S.R.O.s will be assigned to share duties among the elementary schools. One (1) S.R.O. will be assigned to each of the following IISD schools: Austin Middle School, Bowie Middle School, Crockett Middle School, De Zavala Middle School, Houston Middle School, Lady Bird Johnson Middle School, Lamar Middle School, Travis Middle School, and the Jack E. Singley Academy. One (1) S.R.O. will be assigned to the Wheeler/Secondary Re-Assignment Center. One (1) S.R.O. will be assigned to share duties among the Cardwell Career Preparatory Center and other district buildings as needed. Two (2) S.R.O.s will be assigned to each of the following IISD schools: Irving High School, MacArthur High School, and Nimitz High School. At least two (2) but no more than three (3) sergeants will be assigned to share the supervisory responsibilities of the S.R.O. program. Such officers shall be assigned during the designated times to perform the services described herein.

2.02 The S.R.O.s will work an eight (8) hour duty on instructional days during the regular school term with specific reporting/exit times to be determined by mutual consent of IISD and the CITY. The IISD designated representatives and CITY designated representatives shall confer and memorialize the agreed-upon schedules in writing. IISD’s representative for the purpose of developing a schedule and giving consent shall be the IISD Director of School Safety and Security. CITY’s representative for the purpose of developing a schedule shall be the Irving Police Lieutenant assigned to the Community Services Division. Exceptions to duty schedule assignments may arise when an assigned S.R.O. is in required training or is otherwise temporarily required to work on a non-IISD...
assignment as reasonably determined by CITY and directed by the Community Services Division Lieutenant. Summer school S.R.O. coverage will be mutually agreed upon by both parties. The IISD designated representatives and CITY designated representatives shall confer, and mutual agreement shall be in writing.

2.03 CITY shall make reasonable efforts to provide S.R.O.s during assigned times. CITY shall promptly provide IISD’s Director of School Safety and Security with written notification if assigned S.R.O.s are not available to provide services at a particular date or time. If an S.R.O. is assigned to work on a non-IISD assignment that varies from the S.R.O.’s typical assigned schedule, IISD’s contribution to the S.R.O. salary amount shall be adjusted accordingly such that IISD is not responsible to pay for any S.R.O. hours not worked for IISD.

2.04 The S.R.O.s shall monitor access to the school grounds and assist in limiting access to authorized persons. The S.R.O.s shall be responsible for securing and removing unauthorized persons from IISD property, as directed by IISD or as required by law.

2.05 The S.R.O.s shall assist IISD personnel in protecting the property of IISD and the security and safety of its students and personnel in accordance with the duties of a commissioned peace officer of CITY and subject to IISD policies.

2.06 The S.R.O.s shall use best efforts to investigate and/or deter the commission of criminal acts that may occur on school property and within their hereinafter-described jurisdiction.

2.07 The S.R.O.s shall coordinate the Crime Stoppers Program.

2.08 The S.R.O.s may serve as a resource to IISD schools for CITY’s Police Department, juvenile officials, probation officials, courts, and other agencies of the juvenile justice system.

2.09 The S.R.O.s shall endeavor to provide a high visibility, crime deterrent on school properties, in buildings, or parking lots, and on athletic fields to effectively promote safety, security, and order. S.R.O.s who provide vehicular patrol services shall drive a marked police car. The S.R.O.s shall meet with the administrators at each campus to discuss expectations.

2.10 The S.R.O.s may be present, upon request, when a school official is conducting a search of a student and the school official has reasonable grounds to believe that the search will discover evidence that the student has violated or is violating the law or will violate the law.

**Education Services**

2.11 The S.R.O.s may participate as resource persons in the classroom, at assemblies, with parent groups, teach a class, lead a discussion, or offer information on law enforcement topics, campus security, or other Police Department programs.

**Public Relations**

2.12 The S.R.O.s shall, upon request by the Director of School Safety and Security and approval by the Irving Police Department, provide presentations to civic groups on topics including, but not limited to S.R.O. programs, school safety initiatives involving the Irving Police Department, and information about gang activities and gang intervention strategies.
III.

Jurisdiction

3.01 When acting as a commissioned peace officer for IISD, the officer’s jurisdiction shall include, in addition to his jurisdiction as an Irving Police Officer, all territory within the boundaries of the IISD that is within the city limits of Irving and all property, real and personal, outside the boundaries of IISD that is within Irving city limits and owned, leased, or rented by or otherwise under the control of IISD and its Board of Trustees.

3.02 S.R.O.s shall not routinely monitor students for infractions of school rules. S.R.O.s are not authorized to discipline students. Infractions of school rules should be reported by the S.R.O.s to the appropriate school officials.

IV.

Qualifications

The S.R.O. assigned by CITY Police Department shall have the following qualifications:

4.01 Must continuously satisfy all minimum standards for peace officers established from time to time by the Texas Commission on Law Enforcement and current procedures in effect for CITY officers, including attendance at all mandatory training and testing to maintain state peace officer licensing and certification/additional standards, if any, of CITY’s Police Department.

4.02 Must successfully complete an education and training program that satisfies the requirements of Subchapter F, Chapter 1701, Section 1701.263 V.T.C.A., Occupations Code.

4.03 Satisfactory knowledge of juvenile laws and procedures.

4.04 Demonstrated ability to communicate effectively.

4.05 Demonstrated ability to develop sincere relationships with young people.

4.06 Initial selection and assignment of the S.R.O.s will be by CITY’s Police Department. Continued assignment at the specific school will be subject to maintaining a satisfactory working relationship with the school principal.

4.07 S.R.O.s are subject to all IISD policies and procedures and are expected to abide by them at all times, except when those policies and procedures conflict with CITY or Police Department policies and procedures, in which case the CITY or Police Department policies and procedures shall control.

4.08 Upon a showing of good cause, IISD may request, at any time, confirmation, verification, and copies of certification that the S.R.O.’s have satisfactorily completed all training required under Tex. Occup. Code Section 1701.262 and 1701.263.

V.

Employees of the City
5.01 All S.R.O.s furnished by CITY will be employees of CITY and will at all times be subject to the supervision and control of the CITY’s Chief of Police and shall be responsible to the Chief of Police.

5.02 All S.R.O.s furnished by CITY have the protection of CITY as the primary responsibility. Therefore, when it is necessary for the CITY to fulfill a critical public safety need for the protection of CITY, all, or a portion of the S.R.O.s, may be removed from schools for a temporary period until those officers are no longer required for the reasonable protection of CITY. Notwithstanding this provision, CITY agrees to make every reasonable effort to have a S.R.O. available to respond to emergency calls for service. Additionally, CITY agrees that the payments owed under this Agreement may be prorated to reflect any dates for which CITY was unable to provide the S.R.O.s required by this Agreement.

5.03 The supervisory personnel of the S.R.O.s who are responsible for their direct supervision shall be available at all reasonable times to report to and confer with designated officials of IISD.

5.04 On a yearly basis, or as needed from time to time, the supervisory personnel of the S.R.O.s will confer with campus administrators to discuss the performance of the S.R.O. assigned to their respective school.

5.05 No S.R.O. employed by CITY shall be considered an agent, servant, or employee of IISD. The relationship of CITY and IISD is that of independent contractor and client. Nothing in this Agreement shall be construed to create a relationship of partnership, joint venture, or agency by or between CITY and IISD. Neither party shall be the agent of the other nor have the authority to bind the other. CITY is solely responsible for the payment of wages, benefits, and taxes on behalf of its employees and for the maintenance of workers’ compensation insurance and the coverage of any work-related claims for personal injury by CITY’s S.R.O.s.

5.06 CITY shall provide IISD with information relating to student arrests and school-related investigations to the extent required by the Texas Code of Criminal Procedure and the Texas Education Code to enable IISD to evaluate and measure the S.R.O. program. Such data and reports shall be made available to IISD on a semester basis or at other reasonable intervals agreed upon by the parties.

5.07 During the performance of services under this Agreement, each S.R.O. shall utilize their City of Irving email address account and shall not utilize an IISD email account.

VI.

Services and Obligations of IISD

IISD shall fulfill the following obligations in return for the CITY's performance of the foregoing services:

6.01 Provide an office, desk, and telephone for the S.R.O.s at each designated school, together with the support of the professional staff as reasonably necessary to provide administrative aid to the S.R.O.s in the performance of their duties described in this Agreement.

6.02 The CITY shall invoice IISD and IISD shall pay the CITY fifty-five percent (55%) of the costs for the S.R.O.s salary (CP-01 for officer/Step 8 and CP-05 for sergeant/Step 8), retirement, health insurance, workers compensation insurance, and unemployment insurance at the rates of pay then existing as established by the CITY. For the period August 1, 2024 through July 31, 2025, those costs are estimated at $1,999,237.85. In the event of a salary adjustment by CITY during the term of this Agreement, IISD shall pay fifty-five percent (55%) of the total cost(s) for the S.R.O salary (CP-01 for officer/Step 8 and CP-05 for sergeant/Step 8), retirement, health insurance, workers compensation insurance, and unemployment insurance at the rates of pay established by the CITY for those
positions, provided the total cost(s) does not exceed five percent (5%) of the estimate. In the event that the rates of pay established by the CITY for those positions are increased by more than five percent (5%), CITY shall give IISD notice of said increase and IISD shall have the option to terminate this Agreement pursuant to Section 7.02 of this Agreement. Payment for services provided in this Agreement shall be made in three equal payments as compensation on December 01, April 01, and August 01, in each term in which this agreement is effective for the contracted services of twenty (20) police officers and up to three (3) police sergeants. Payments shall be delivered to:

City Treasurer
Civic Center Complex
825 West Irving Boulevard
Irving, Texas 75060

6.03 Payments for the above-described governmental services must be made from current revenues available to the school district. Notwithstanding any provision contained herein to the contrary, the obligations of the parties under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein. A party shall have no right of action against the other party in the event the other party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding to pay for its obligations hereunder from any source utilized to fund this Agreement or from failure of the party to budget or authorize for this Agreement during the current or any future fiscal year. In the event a party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding or if funds become unavailable, that party, at its sole discretion, may provide funds from a separate source or may otherwise terminate this Agreement by written notice to the other party at the earliest possible time prior to the end of the fiscal year; provided, however, the terminating party shall be required to pay for Services already received, as the case may be, as of the time the party provides such notice. In the event a party is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, the other party may immediately terminate this Agreement.

6.04 When Irving police officers are requested by IISD administrators to provide security and law enforcement services for IISD athletic, extra-curricular or special events, and such services would result in an officer working overtime as set forth in the Irving Police Department’s General Orders, compensation will be at the CITY overtime rate of the individual officer(s) assigned to the event. The CITY will make payment to the officer(s) at the overtime rate and will invoice the IISD on a quarterly basis for reimbursement. IISD agrees to remit payment to the CITY for the overtime rate, which shall not count toward the five percent (5%) increase referenced in Section 6.02 above. The CITY will provide the IISD with the name, Social Security Number, hourly rate of pay, and total amount of time worked at an IISD event that resulted in the officer working overtime as set forth in the Irving Police Department’s General Orders.

6.05 In the event that one or more S.R.O.s are removed from service at an IISD location or function due to the provision set forth in any section under IV. Qualifications or in section 5.02, IISD will not be required to compensate the CITY for the affected S.R.O.s.

6.06 In a health or safety emergency where the Irving Police Department has been dispatched to an IISD campus as a result of a 911 call or other call for emergency response:

6.06.01 IISD shall provide CITY with live access to cameras at IISD facilities impacted by the health or safety emergency. Further, CITY shall not record or capture any video or still images from the camera access provided under this provision.
6.06.02 The CITY shall be responsible for the police response to the health and safety emergency and the control of such response shall be given to the CITY. IISD shall provide assistance and support to the CITY, including but not limited to access to information about the campus, building structure, number and assigned locations of students and personnel present, and other information or records necessary for the CITY to appropriately respond to and resolve the health and safety emergency.

6.06.03 Access to videos, pictures, audio recordings, images, records and other information under provision 6.06 shall only last so long as the health or safety emergency exists. All other requests by CITY for access to or copies of IISD security camera videos, pictures, audio recordings, images or other records and information shall be made pursuant to Section 10.9 of this Agreement.

6.07 On a yearly basis and on a date mutually agreed to by the parties, IISD agrees to provide training to the S.R.O.s and CITY’s Crime Information Center police officers on use and functionality of the IISD camera system for bona fide training purposes, not during an emergency, to ensure they are familiar with the IISD camera system.

VII.

Term

7.01 The term of this Agreement shall commence on August 1, 2024, and end on July 31, 2025 (the “Term”). Prior to the expiration of the Term, either party may notify the other in writing of its desire to renew the Agreement. If the parties do not renew the Agreement before the expiration of the Term, then this Agreement automatically terminates. CITY shall notify IISD in writing of any changes in the terms or conditions of the Agreement at least thirty (30) days prior to the notice period for renewal or termination. Any renewal of this Agreement will require the approval of the Irving City Council and the Board of Trustees of the Irving Independent School District.

7.02 Prior to the end of the current Agreement date, either party may terminate the Agreement by giving notice. In such case, the Agreement will terminate thirty (30) days after receipt of the notice. Termination of this Agreement shall not excuse any of the payments due for services provided during the term prior to the effective date of the notice for termination. For example, if the Agreement terminates on August 1, 2024, the payment due August 1, 2024, for services previously rendered under this Agreement still must be paid.

7.03 If IISD becomes dissatisfied with the performance or conduct of an S.R.O., IISD shall promptly notify CITY’s designated representatives in writing. Any objection by IISD shall be made in good faith.

7.04 Upon reasonable written notice from IISD that describes unsatisfactory service of an S.R.O., CITY’s designated representatives will meet with IISD’s designated representatives and mutually determine a reasonable remedy, which may include substituting personnel. If the parties are unable to reach an agreement, or if no qualified substitute personnel are available to fill the S.R.O position, then this Agreement shall be modified as to the number of S.R.O. positions assigned to the IISD, and the compensation required under the terms of paragraph 6.02 shall be pro-rated accordingly.

VIII.

Notices and Administration
8.01 All notices, communications and reports required or permitted under this Agreement shall be deemed given if reduced to writing and delivered in person, shipped by overnight delivery by a recognized carrier such as UPS or FedEx, or deposited with the United States Postal Service in the form of certified mail, postage pre-paid return receipt requested, to the party at the addresses shown below, unless and until either party is subsequently notified otherwise in writing:

If intended for CITY, to:

CHIEF OF POLICE
City of Irving
305 North O’Connor Road
Irving, Texas 75061

With a copy to:

DEPUTY CITY ATTORNEY
City of Irving
825 W. Irving Blvd.
Irving, Texas 75060

If intended for IISD, to:

SUPERINTENDENT OF SCHOOLS
Irving Independent School District
2621 W. Airport Freeway
Irving, Texas 75062-6020

With a copy to:

GENERAL COUNSEL
Irving Independent School District
2621 W. Airport Freeway
Irving, Texas 75062-6020

8.02 The rendition of services under this Agreement shall be facilitated by the following District representatives:

Kevin Dodge
Director of School Safety and Security
Irving Independent School District
3620 Valley View Lane
Irving, Texas 75062

IX.

Liability

9.01 It is understood and agreed between parties that each party hereto shall be responsible for its own acts of negligence in connection with this Agreement. Where injury or property damage results from the joint or concurrent negligence of both parties, liability, if any, shall be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity. Neither party shall be responsible to the other party for any negligent act or
omission in connection with this Agreement. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defense available by law.

9.02 This Agreement is expressly made subject to the CITY and IISD’s governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. The parties hereto expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the parties have by operation of law.

X.

Miscellaneous Provisions

Venue

10.1 The obligations of the parties are performable in Irving, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in the state District Courts of Dallas County, Texas. The parties agree to submit to the personal jurisdiction of said court.

Applicable Law

10.2 This Agreement is made subject to the provisions of the Charter and Ordinances of CITY, as amended, enacted written Policies of IISD’s Board of Trustees, as amended, and all applicable local, state, and federal laws.

Governing Law

10.3 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Legal Construction

10.4 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of it and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

Compliance with Applicable Laws and District Policies

10.5 The CITY and the assigned S.R.O.s shall comply with any and all federal, state, and local laws, rules, regulations, ordinances, and policies, and IISD policies affecting the services covered by this Agreement. Such laws include but are not limited to the following: a) Family Educational Rights and Privacy Act (FERPA); b) Protection of Pupil Rights Amendment (PPRA); c) Health Insurance Portability and Accountability Act of 1996 (HIPPA); d) Title VI of the Civil Rights Act of 1964, as amended (Title VI); e) Title VII of the Civil Rights Act (Title VII); f) Title IX of the Education Amendments of 1974 (Title IX); g) Section 504 of the Rehabilitation Act of 1973 (Section 504); h) the Age Discrimination in Employment Act of 1975 (Age Act); i) the Americans with Disabilities Act, as amended (ADA); and j) the Texas Education Code. IISD policies may be obtained at www.irvingisd.net under Board of Trustees/District Policies. These policies may be updated or revised without notice.
10.6 Upon request by CITY, as may be needed to fulfill obligations under this Agreement, IISD will provide directory information relating to its students. Upon request by the CITY, the sergeants assigned to share the supervisory responsibilities of the S.R.O. program will be provided with login credentials to allow the sergeants access to student directory information to the extent provided to school officials through eSchool or such other student information system utilized by IISD. S.R.O. access to and CITY use of student records shall be limited to an educational purpose as stated in IISD Board Policy. Sergeants shall participate in training on FERPA and its incumbent privacy requirements during the term.

10.7 CITY agrees that its employees shall keep confidential all student information obtained and that the information will be used solely for CITY Police Department business in accordance with all applicable federal, state, and local laws, rules, and regulations. No third-party disclosure of student information is permitted.

10.8 IISD agrees to provide access to student records to the extent permitted under FERPA and the U.S. Department of Education’s implementing rules.

10.9 Should any S.R.O. or officer of the CITY violate the terms of provisions 10.5-10.8 during the Term, the CITY shall cooperate with IISD in providing all required notices of such violation and shall bear the sole cost of such notice preparation and delivery.

10.10 During the course of a criminal investigation or a use of force investigation being conducted by CITY, IISD agrees to provide CITY with access to documents, records, recordings, images, emails, and other materials (“IISD Materials”) related to the criminal or use of force investigation, to the extent those IISD Materials are not protected under law, including but not limited to FERPA and the U.S. Department of Education implementing rules, without requiring the CITY to make a request pursuant to the Texas Public Information Act (“TPIA”). To the extent those IISD Materials are protected under law, including but not limited to FERPA and the U.S. Department of Education implementing rules, IISD agrees to make reasonable efforts to cooperate fully with the CITY’s investigation and to seek consent from IISD parent(s) or qualified individual(s) to allow CITY access to the IISD Materials for the limited purpose of the criminal or use of force investigation. Nothing herein shall be construed as requiring the IISD to disclose IISD Materials that are confidential under federal or state law or that are protected by the attorney-client privilege and/or the attorney work product privilege. Use of force investigation is a term of art used by CITY and as used herein refers to a CITY internal investigation of the appropriateness of use of force by a CITY police officer during the course and scope of their employment.

10.11 S.R.O.s shall not engage in relationships of a romantic or sexual nature with an IISD employee while serving as an S.R.O. In the event that a romantic relationship ensues between an S.R.O. and an IISD employee, the S.R.O. shall immediately notify their supervisor and may be subject to transfer of assignment by the Irving Police Department. Additionally, while on a school campus or IISD property, an S.R.O. is prohibited from having romantic, physical, and/or sexual encounters with an IISD employee.

10.12 S.R.O.s shall be permitted to keep a shotgun or rifle, with appropriate ammunition, in the S.R.O. office stored in a locking gun safe during the S.R.O.’s duty hours. The gun safe shall adhere to all safety requirements as identified by IISD, shall be provided by the CITY at the CITY’s sole expense, and shall be installed at the CITY’s sole expense. The shotgun or rifle shall only be deployed by the S.R.O. if the S.R.O. determines that such deployment is necessitated by an imminent threat to public safety or welfare. The rifle or shotgun will be concealed in an appropriate gun case when being transported in or out of the school building. The S.R.O. shall meet with the administrators at each campus to discuss expectations for gun storage, transportation, concealment, and other safety considerations.
Duty to Cooperate

10.10 CITY and IISD shall each have a duty to cooperate with each other in the event that a lawsuit is filed against CITY or IISD by any third party resulting from or related to the services performed under this Agreement. Nothing herein shall be construed as requiring either party to cooperate with the other party in the event of a conflict between the parties.

Captions

10.11 The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

Counterparts

10.12 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

Entire Agreement

10.13 This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and, except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

Authority

10.14 The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act of Texas. All terms and provisions herein are to be construed and interpreted consistently with the Act.
CITY OF IRVING, TEXAS

By:____________________
Chris Hillman
City Manager

Date:__________________

ATTEST:

_______________________
Shanae Jennings
City Secretary

Date:__________________

APPROVED AS TO FORM:

_______________________
Janet Spugnardi
Deputy City Attorney

Date:__________________

IRVING INDEPENDENT
SCHOOL DISTRICT

By:____________________
Dr. Rosemary Robbins, President
Board of Trustees

Date:__________________

ATTEST:

_______________________
Michael Kelley, Secretary
Board of Trustees

Date:__________________

APPROVED AS TO FORM:

_______________________
Wesley Nute
General Counsel

Date:__________________
CITY MANAGER'S ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _______________ A.D., 2024.

________________________________________
Notary Public in and for the State of Texas
TRUSTEE'S ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Randy Randle, President, Board of Trustees of the Irving Independent School District, Irving, Texas, a political subdivision of the State of Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Irving Independent School District, that he was duly authorized to perform the same by appropriate resolution of the Board of Trustees of the Irving Independent School District and that he executed the same as the act of the said School District for purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _______________A.D., 2024.

_____________________________________
Notary Public in and for the State of Texas
## SCHEDULE A

Costs for the 2024 - 2025 School Year

### Police Officer CP-01, step 8

<table>
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<tr>
<th>Category</th>
<th>Cost</th>
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<tbody>
<tr>
<td>Salary</td>
<td>$112,316</td>
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<tr>
<td>Longevity &amp; Certification Pay</td>
<td>$5,500</td>
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<tr>
<td>Unemployment</td>
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<td>Medicare</td>
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<tr>
<td>Life Insurance</td>
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</tr>
<tr>
<td>Health Insurance</td>
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<tr>
<td>SBP + T.M.R.S.</td>
<td>$13,107</td>
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<td><strong>Total</strong></td>
<td><strong>$154,758</strong></td>
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### Police Sergeant CP-05, step 8

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<td>Longevity &amp; Certification Pay</td>
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<td>Unemployment</td>
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<td>Medicare</td>
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<td>Life Insurance</td>
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<tr>
<td>Health Insurance</td>
<td>$21,869</td>
</tr>
<tr>
<td>SBP + T.M.R.S.</td>
<td>$15,386</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$176,909</strong></td>
</tr>
</tbody>
</table>

Total Cost for 20 SROs and 3 SGTs for 2024-2025 = **$3,625,887**

IISD’s cost (55%) for 2024-2025 = **$1,994,237.85**
Resolution -- Approving an Interlocal Agreement for School Resource Officers Between the City of Irving and the Carrollton-Farmers Branch Independent School District (CFB ISD) to Maintain the School Resource Officer Program at CFB ISD Campuses Located in the City of Irving

Administrative Comments

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

2. Impact: This agreement will provide security and peace officer services to protect Carrollton - Farmers Branch ISD (CFB ISD) property and the safety and welfare of CFB ISD students and personnel.

3. This is an annual agreement which takes effect August 1, 2024, and expires July 31, 2025, subject to additional renewal by the parties.

4. The Carrollton – Farmers Branch Independent School District shall pay the City 55% of the costs for two School Resource Officers’ salaries, retirement, health insurance, workers compensation insurance, and unemployment insurance. The City’s portion is estimated at $139,282.00, not including overtime. The funds are available in the Police Department budget.

5. Payments will be in three equal payments as compensation due on December 1, April 1, and August 1, in each year which this agreement is effective.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: Yes
Previous Action: N/A
Discretionary Contract Disclosure Form Required: N/A
Certificate of Interested Parties (Form 1295) Required: N/A
TGC Form 2270 Required: N/A

ATTACHMENTS:

CFBISD SRo agreement FY2425 (PDF)

CURRENT YEAR FINANCIAL IMPACT:

None

REVISION INFORMATION:

Prepared: 6/24/2024 03:13 PM by Kayte Roberts
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves the attached Interlocal Agreement for School Resource Officers between the City of Irving and the Carrollton-Farmers Branch Independent School District (CFB ISD) whereby CFB ISD will pay the City to provide security and peace officer services, in the estimated amount of $139,282.00, at two CFB ISD schools in the City of Irving from August 1, 2024 until July 31, 2025, and the City Manager is authorized to execute said agreement.

SECTION II. THAT funding for the City’s portion of this Agreement is available in the Police Department budget in the General Fund.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on August 1, 2024.

_______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
INTERLOCAL AGREEMENT FOR SCHOOL RESOURCE OFFICERS

Pursuant to Texas Government Code §§791.001 et seq., the Interlocal Cooperation Act (the “Act”), the City of Irving, Texas, ("CITY"), and the Carrollton- Farmers Branch Independent School District ("CFBISD"), each being a unit of "Local Government" as defined by the Act, make and enter into this Agreement for the performance of governmental functions and services for the purposes and consideration as set out below.

WITNESSETH:

WHEREAS, CFBISD and the Police Department of CITY have instituted a cooperative School Resource Officer Program in CFBISD schools contained within the City of Irving to combat juvenile delinquency, to personally assist students with various problems involving potential involvement with law enforcement, to develop and maintain positive relations between students and CITY police officers and to assist CFBISD in maintaining a safe, orderly, and secure environment to learning; and

WHEREAS, CFBISD and CITY desire to establish the School Resource Officer program at CFBISD campuses located in the City of Irving; and

WHEREAS, CITY has full-time commissioned peace officers in its employ capable of providing CFB ISD School Resource Officers; and

WHEREAS, the Act authorizes CITY and CFBISD to contract with one another for police protection, related administrative functions, and other governmental functions in which they are mutually interested; and
WHEREAS, the CFBISD has found, and hereby declares, it is in need of security personnel and law enforcement services to (1) protect the safety and welfare of its students, employees, and other persons authorized to be on CFBISD property or at CFBISD sponsored events or activities; and (2) protect the real and personal property of CFBISD; and

WHEREAS, the CFBISD desires to utilize the security and law enforcement services and personnel of CITY for those functions and purposes; and

WHEREAS, the performance of these functions and services will be paid for out of the current revenues available to the CITY and CFBISD; and

WHEREAS, the CITY desires to provide CFBISD the required School Resource Officers;

NOW, THEREFORE, in consideration of the premises and of the terms, provisions, and mutual provisions herein contained, CITY and CFBISD hereby agree as follows:

I. Purpose

1.01 The primary purpose of this Agreement is for CFBISD to secure the services of security and commissioned peace officers to protect its property and the safety and welfare of CFBISD students and personnel. It is also the purpose of this Agreement to provide for the maintenance of the School Resource Officer Program by assigning School Resource Officers ("SROs") to CFBISD's schools.

II. Services and Obligations of CITY

The CITY, through the SROs, shall provide CFBISD the following services and related activities:
Law Enforcement Services

2.01 Beginning August 1, 2024, officers will be assigned within the CFBISD to serve as follows:

[1] officer will be assigned to Ranchview High School
[1] officer will be assigned to Barbara Bush Middle School

Officers will also service all CFBISD schools within the City of Irving as requested by CFBISD.

2.02 The SROs will work an eight (8) hour duty on instructional days during the regular school term with specific duty times to be determined by mutual consent of CFBISD and the Irving Police Department. Duty assignments for summer school SROs will be assigned annually, with the schedule to coincide with the District's summer school program schedule. SROs shall arrive at their assigned campus and duty station 30 minutes prior to the first bell. Exceptions to such duty may arise when an assigned SRO is in required training or is otherwise temporarily required elsewhere as determined by the CITY. CITY shall provide CFBISD notice by notifying the Campus Administration and the Security Department of CFBISD, in accordance with Paragraph 9.02 of this Agreement, and by notifying the campus principal or other administrator in charge at the location of assignment of when such exceptions are required for training or other required assignments ten (10) days prior to such exception days or, when ten (10) days prior notice is not possible, as soon as CITY becomes aware of such exceptions. In the event an assigned SRO is removed, CITY shall provide a replacement officer, which assists CFBISD in maintaining compliance with House Bill 3. The CITY shall provide law enforcement training and certification, Basic SRO training, a police vehicle, and other police equipment including communication equipment necessary to allow each officer to communicate with the CITY’s Police Department and other officers.

2.03 Changes in the total number of personnel to be provided by CITY and the duty hours to be worked by the officers shall be determined by mutual consent of the parties.
2.04 SROs shall be prepared to account for their attendance and activities each duty day in accordance with this Agreement. The reporting of such shall be to the principal of the assigned campus and/or the CFBISD security department in a mutually agreed upon format and frequency.

2.05 The duties of the SROs shall include, but not be limited to, the following:

(a) Monitoring access to the school grounds and assisting in limiting access to authorized persons;

(b) Protecting the property of CFBISD and the security and safety of its students, personnel, and any person in the jurisdiction of the SROs, as outlined in the Agreement, in accordance with the duties of a commissioned peace officer of the CITY;

(c) Patrolling school property during and after school hours;

(d) Answering calls for assistance from school officials;

(e) Investigating and/or deterring the commission of criminal acts which may occur on school property and within their hereinafter-described jurisdiction;

(f) Preparing reports and documentation on criminal activities and filing of cases with the proper authorities;

(g) Making court appearances as necessary, related to events occurring within the officer’s jurisdiction as addressed herein below;

(h) Answering calls and assisting with the facilitation of dispute resolution between students, students and school authorities and parents and school authorities;

(i) Coordinating the Crime Stoppers Program, if CFBISD chooses to participate;
(j) Serving as liaison between CFBISD school and CITY's Police Department, juvenile officials, probation officials, courts, and other agencies of the juvenile justice system;

(k) Providing a high visibility, crime deterrent on school properties, in buildings, or parking lots, and on athletic fields;

(l) Attempting to detect and identify the early signs of deviant behavior associations;

(m) Promoting student adherence to the CFBISD Student Code of Conduct;

(n) Providing traffic control and direction at locations and during time specified by CFBISD;

(o) Being present upon request, when a school official is conducting a search of a student and the school official has reasonable grounds to believe that the search will discover evidence that the student has violated or is violating the law or the rules of the school;

(p) Attending meetings as requested by CFBISD; and

(q) Other duties as assigned by CFBISD and agreed upon by the CITY’s Police Department.

**Education Services**

2.06 The SROs shall participate as resource persons in the classroom, at assemblies, with parent groups, teach classes, lead discussions, and/or offer information on law enforcement topics, campus security, or other Police Department programs, as requested by CFBISD.
Public Relations

2.07 The SROs shall provide assistance to neighborhood merchants and residents regarding school related problems.

2.08 The SROs shall, upon request and approval by the Irving Police Department, provide presentations to civic groups on topics ranging from SRO programs to information about gang activities and gang strategies.

2.09 The SROs shall provide interpretation of the function and purpose of the SRO Program for the community.

2.10 The SROs shall assist in facilitating and maintaining good relations between CFBISD and other law enforcement units and officers.

Guidance Services

2.11 The SROs shall assist in providing guidance and direction to students, parents, and school staff in law enforcement matters.

2.12 The SROs shall discuss student-police problems with the student council(s) and/or other Principal-approved student groups.

2.13 The SROs shall meet at the school with parents of students with potential law enforcement problems.

2.14 The SROS shall make pertinent literature, with the prior written approval of the campus principal, available to students.
**Equipment**

2.15 CITY agrees to supply any and all necessary equipment, including but not limited to, uniforms, a vehicle, radios, personal defense equipment, and any other equipment the CITY, in its sole discretion deems necessary to perform the duties of a police officer contemplated by this Agreement. SEE ALSO Paragraph 7.01 below regarding workspace and support to be provided by CFBISD.

**III. Confidentiality**

3.01 In carrying out duties, SROs shall at all times recognize and respect the confidentiality of student and education records and shall seek access to such records only in accordance with the requirements of the Family Education Rights and Privacy Act, 20 U.S.C.§ 1232g and its implementing regulations 34 C.F.R. Part 99 ("FERPA") and CFBISD Board Policy FL (LEGAL) and (LOCAL). These Board policies are available upon request or may be located on CFBISD's website.

3.02 CFBISD agrees to provide CITY's Police Department access to student records to the extent permitted under FERPA. SROs may be considered school officials allowed access to student records if he or she has a legitimate educational interest in the records pursuant to FL (LOCAL). All SROs provided with student records shall follow the same rules as CFBISD employees concerning privacy of the records and shall return the records to CFBISD upon completion of their assignment. CITY agrees that any student information obtained from CFBISD will be used solely for legitimate educational purposes in accordance with all applicable federal, state, and local laws, rules and regulations.

3.03 The CITY agrees to provide CFBISD access to information, to the extent permitted by law, pertinent to the safety of any party that CFBISD is responsible for, and all information pertinent to investigations.
3.04 CFBISD will provide, and SROs shall attend, annual training for SROs, in connection with the duties of the SROs, to include the following: training on the application and requirements of CFBISD operations; confidentiality of student records and information under FERPA; crisis prevention training (CPI); and other trainings or meetings deemed necessary by CFBISD and beneficial to SROs or as required by law. Nothing contained herein shall restrict an officer's method of response during investigations of criminal activity or response to behavior that violates criminal laws or threatens the safety of a student or others.

3.05 CFBISD and the CITY’s Police Department will facilitate joint exercises and periodic drills to coordinate campus responses of SROs and CFBISD’s armed and unarmed security specialists. This is to ensure all present and responding personnel from both CFBISD and the CITY utilize safe, efficient, and effective procedures when addressing situations, incidents, and/or emergencies requiring an immediate law enforcement response to a CFBISD campus. The type and frequency of exercises and drills will be mutually agreed upon.

IV.

Jurisdiction

4.01 When acting as a commissioned peace officer on CFBISD property, the officer's jurisdiction shall include, in addition to his jurisdiction as an Irving Police Officer, all territory within the boundaries of the CFBISD that is within the city limits of Irving and all property, real and personal, outside the boundaries of CFBISD that is within Irving city limits and owned, leased, or rented by or otherwise under the control of CFBISD and its Board of Trustees.

4.02 Infractions of school rules, policies, or any behavior deemed inappropriate by the SRO, will be reported by the SROs to the appropriate school officials within a practical time frame. The appropriate disposition of these incidents will be determined through a collaborative effort between the SROs and the appropriate school official.

V.

Qualifications
The SROs assigned by CITY Police Department shall have the following qualifications:

5.01 Must continuously satisfy all minimum standards for peace officers established from time to time by the Texas Commission on Law Enforcement and additional standards, if any, of CITY’s Police Department, and, when required by Texas Education Code §37.081(f), must be licensed by the Texas Commission on Law Enforcement.

5.02 Possess satisfactory knowledge of the applicable Federal and State laws, City and County ordinances, CFBISD Board Policies, and CFBISD Student Code of Conduct.

5.03 Demonstrated ability to communicate effectively.

5.04 Demonstrated ability to develop sincere relationships with students.

5.05 Initial selection and assignment of the SRO will be by CITY's Police Department, and mutually agreed upon by the Assistant Superintendent of Operations for CFBISD. Continued assignment at a specific school will be subject to maintaining a satisfactory working relationship with the campus principal. If the working relationship between the officer and the campus principal becomes unsatisfactory or no longer beneficial to the SRO program, the CITY’s Police Department and the Assistant Superintendent of Operations or designee for CFBISD will resolve the conflict in a manner that is agreeable to both parties.

VI.

Employees of the CITY

6.01 The SROs furnished by CITY will be an employee of the CITY and will at all times be subject to the supervision and control of and shall be responsible to the CITY's Chief of Police. No SRO employed by CITY shall be considered an agent, servant, or employee of CFBISD. The relationship of CITY and CFBISD is that of independent contractor and client. Nothing in this Agreement shall be construed to create a relationship of partnership, joint venture, or agency by or between CITY and CFBISD. Neither party shall be the agent of the other or have the authority to bind the other.
6.02 CITY is solely responsible for the payment of wages, benefits, and taxes on behalf of its employees and for the maintenance of workers' compensation insurance and the coverage of any work-related claims for personal injury by CITY's SROs. SROs shall be subject to all personnel policies, general orders, and practices of CITY.

6.03 The supervisory personnel of the SROs who are responsible for their direct supervision shall be available upon request to meet and confer with designated officials of CFBISD.

6.04 Each SRO will report to the CFBISD Assistant Superintendent of Operations and shall follow the education laws of the state and the policies and procedures promulgated by the CFBISD's Board of Trustees to the extent the duties do not conflict with the policies and procedures of the CITY.

VII.

Services and Obligations of CFBISD

CFBISD shall fulfill the following obligations in return for the CITY's performance of the foregoing services:

7.01 Provide an office, desk, computer and telephone for the SRO at the designated school to which the SRO may be assigned, together with the support of the professional staff as reasonably necessary to efficiently aid the SRO in the performance of his duties described in this Agreement. The SRO will be required to sign the CFBISD Acceptable Use Agreement signed by all CFBISD personnel regarding use of CFBISD computer networks and internet access. During the performance of services under this Agreement, each SRO shall utilize their City of Irving email address account and shall not utilize a CFBISD email account.
7.02 The CITY shall invoice CFBISD and CFBISD shall pay the CITY 55% of the costs for the SRO's salary (police officer/Step 8), retirement, health insurance, life insurance, Medicare, workers compensation insurance, and unemployment insurance. See attached "Schedule A" setting forth the costs for the 2024-2025 school year, which is incorporated fully herein by reference. Payment shall be made in full as compensation for the contracted services of officers as set forth herein between October 1 and November 15 in each year in which this Agreement is in effect. Payments for the above-described governmental services must be made from current revenues available to CFBISD. Payments shall be delivered to:

City Treasurer
Civic Center Complex
825 West Irving Boulevard
Irving, Texas 75060

7.03 In the event that the SRO is removed from service at the CFBISD location or function as set forth in Paragraphs 2.01 and 2.02 above, CFBISD will not be required to compensate CITY for the affected SRO for the time period for which the SRO is removed. Further, CITY will reimburse CFBISD for any time period not served by the SRO and for which CITY has already received payment.

7.04 During the course of a criminal investigation or a use of force investigation being conducted by CITY, CFBISD agrees to provide CITY with access to documents, records, recordings, images, emails, and other materials ("CFBISD Materials") related to the criminal or use of force investigation, to the extent those CFBISD Materials are not protected under FERPA, without requiring the CITY to make a request pursuant to the Texas Public Information Act ("TPIA"). To the extent those CFBISD Materials are protected under FERPA, CFBISD agrees to make reasonable efforts to cooperate with the CITY's investigation and to seek consent from CFBISD parent(s), guardian(s) or eligible student(s) to allow CITY access to the CFBISD Materials for the limited purpose of the criminal or use of force investigation. Nothing herein shall be construed as requiring the CFBISD to disclose CFBISD Materials that are confidential under federal or state law or that are protected by the attorney-client privilege and/or the attorney work product privilege. Use of force investigation is a term of art used by CITY and as used herein refers to a CITY internal investigation of the appropriateness of use of force by a CITY police officer during the course and scope of their employment.
7.05 When Irving police officers are requested by CFBISD administrators to provide security and law enforcement services, beyond the regular eight (8) hour shift, for CFBISD athletic, extra-curricular or special events, compensation will be at the CITY overtime rate of the individual officer(s) assigned to the event. Such officer assigned to the event shall normally be the SRO assigned under this Agreement unless he or she is unavailable. The overtime rate is calculated as time and a half of that officer’s normal rate. The CITY will make payment to the officer(s) at the overtime rate and will invoice the CFBISD on a quarterly basis for reimbursement. CFBISD agrees to remit payment to the CITY for the overtime rate upon receipt of the invoice. The CITY will provide CFBISD with the name, hourly rate of pay, and total amount of time worked at a CFBISD event as well as a copy of each overtime entry for each officer. All payments shall be governed by the terms of Texas Government Code Chapter 2251, and from current revenues available to the paying party.

VIII.

Term

8.01 The term of this Agreement shall be for one year, and shall commence on August 1, 2024, and end on July 31, 2025. Prior to expiration of the term, this Agreement may be renewed for successive one-year terms upon approval of said renewal by the Irving City Council and Board of Trustees of the Carrollton-Farmers Branch Independent School District. If the parties do not renew the Agreement before the expiration of the Term, then this Agreement automatically terminates. Any party desiring to renew this agreement or desiring to change any terms or conditions of this Agreement shall provide notice to the other party in writing at least sixty (60) days prior to expiration of the Agreement.

8.02 Prior to end of the term of the Agreement, either party may terminate the Agreement, with or without cause, by giving a thirty (30) day written notice to the other, and the Agreement shall terminate on the date set out in the notice. Termination of this Agreement shall not excuse any of the payments due for services provided during the term prior to the effective date of the notice for termination.
IX.

Notices and Administration

9.01 CFBISD and CITY shall each monitor, review and provide oversight and supervision of the services as they are provided, and each agrees to notify the other as soon as reasonably possible in the event the level or quality of any services becomes unsatisfactory.

9.02 All notices, communications and reports required or permitted under this Agreement shall be personally delivered to the respective parties, by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either party is subsequently notified otherwise in writing.

If intended for CITY, to:
CHIEF OF POLICE
City of Irving
305 North O'Connor Road
Irving, Texas 75061

If intended for CFBISD, to:
ASSISTANT SUPERINTENDENT OF OPERATIONS
Carrollton-Farmers Branch Independent School District
P.O. Box 115186
Carrollton, Texas 75011 -5186

X.

Miscellaneous Provision

10.01 VENUE: The obligations of the parties are performable in Irving, Texas, and if legal action is necessary to enforce same, exclusive venue shall be in Dallas County, Texas.

10.02 APPLICABLE LAW: This Agreement is made subject to the provisions of the Charter and Ordinances of CITY, as amended, enacted written Policies of CFBISD's Board of Trustees, as amended, and all applicable State and Federal laws.

10.03 GOVERNMENTAL SERVICES - INDEPENDENT CONTRACTOR:
Notwithstanding any provision to contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities:

(a) The services provided for herein are governmental functions and CFBISD and CITY shall be engaged in the conduct of a governmental function while providing and/or performing service pursuant to this Agreement.

(b) The relationship of the CFBISD and CITY shall, with respect to that part of any service or function undertaken as, a result of or pursuant to this Agreement, be that of independent contractors.

10.04 NO INDEMNIFICATION: It is understood and agreed between parties that each party hereto shall be responsible for its own acts of negligence in connection with this Agreement. Neither party shall be responsible to the other party for any negligent act or omission in connection with this Agreement. It is specifically agreed that, as between the parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability pursuant to this Agreement. Each party hereto reserves and expressly does not waive any defense available at law or in equity, including governmental immunity, for any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstances arising under this Agreement. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Neither the CITY nor CFBISD shall be held legally liable for any claim or cause of action arising pursuant to or out of the services provided under this Agreement, except as specifically provided by the law. Where injury or property damage results from the joint or concurrent negligence of both parties, liability, if any, shall be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity.
10.05 IMMUNITY: This Agreement is expressly made subject to the CITY and CFBISD's governmental immunity under Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to CITY or CFBISD or to create any legal rights or claim on behalf of any third party. Neither CFBISD nor CITY waive, modify or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

10.06 DUTY TO COOPERATE: CITY and CFBISD shall each have a duty to reasonably cooperate with each other in the event that a lawsuit is filed against CITY or CFBISD by any third party resulting from or related to the services performed under this Agreement.

10.07 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

10.08 LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of it and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10.09 CAPTIONS: The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the items and conditions of this Agreement.

10.10 COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

10.11 ENTIRE AGREEMENT: This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.
10.12 AUTHORITY: The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act of Texas. All terms and provisions herein are to be construed and interpreted consistently with the Act.
EXECUTED as of the ______ day of ______ 2024.

CITY OF IRVING, TEXAS

By: ___________________________
   Chris Hillman
   City Manager

CARROLLTON-FARMERS BRANCH
INDEPENDENT SCHOOL DISTRICT

By: ___________________________
   Randy Schackman
   President Board of Trustees

APPROVED AS TO FORM:

Janet Spugnardi,
Deputy City Attorney

APPROVED AS TO FORM:

Elisabeth Nelson,
Attorney for CFB ISD
CITY MANAGER'S ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of __________ A.D. 2024.

Notary Public in and for the State of Texas

TRUSTEE'S ACKNOWLEDGEMENT

THE STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared __________ President, Board of Trustees of the Carrollton-Farmers Branch Independent School District. Carrollton, Texas, a political subdivision of the State of Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Carrollton-Farmers Branch Independent School District, that he was duly authorized to perform the same by appropriate resolution of the Board of Trustees of the Carrollton-Farmers Branch Independent School District and that he executed the same as the act of the said City for purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of __________ A.D. 2024.

Notary Public in and for the State of Texas
## SCHEDULE A

Costs for the 2024 - 2025 School Year

<table>
<thead>
<tr>
<th>Category</th>
<th>Police Officer CSP-01, step 8</th>
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<tbody>
<tr>
<td>Salary</td>
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<td>Longevity &amp; Certification Pay</td>
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<td>Unemployment</td>
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<tr>
<td>Medicare</td>
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<tr>
<td>Life Insurance</td>
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<tr>
<td>Health Insurance</td>
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<tr>
<td>SBP</td>
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</tr>
<tr>
<td>T.M.R.S.</td>
<td>$12,276</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$154,758</strong></td>
</tr>
</tbody>
</table>

Total Cost for Two SROs = $309,516

CFBISD’s cost for 2024-2025 = $170,234
Resolution -- Approving and Adopting the Tarrant County 9-1-1 District 2024-25 Annual Budget

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

2. Impact: The Tarrant County 9-1-1 District is requesting its' members to approve and adopt the district’s annual operating budget for 2024-25. District boundaries include all of Tarrant County, all areas outside Tarrant County included in the corporate limits of a member city, plus DFW International Airport and the City of Irving.

3. As a member city, Irving receives logistical services from the Tarrant County 9-1-1 District to interface Irving’s Public Safety Answering Point (PSAP) with phone carriers.

4. The Tarrant County 9-1-1 District Board of Managers approved the 2024-25 annual operating budget at their board meeting on June 17, 2024.

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: N/A
Previous Action: N/A
Discretionary Contract Disclosure Form Required: N/A
Certificate of Interested Parties (Form 1295) Required: N/A
TGC 2270 Verification Form Required: N/A

ATTACHMENTS:

FY 2025 Budget Presentations for Cities (PDF)

CURRENT YEAR FINANCIAL IMPACT:

None

REVISION INFORMATION:

Prepared: 7/16/2024 03:55 PM by Kayte Roberts
Last Updated: 7/16/2024 04:02 PM by Kayte Roberts
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council of the City of Irving, Texas, as a member city, hereby approves and adopts the attached Tarrant County 9-1-1 District 2024-25 Annual Budget.

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 August 1, 2024.

_______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
TARRANT COUNTY 9-1-1
EMERGENCY ASSISTANCE
DISTRICT

ANNUAL BUDGET
FISCAL YEAR 2025

Approved by the Board of Managers on June 17, 2024

PRESENTED BY
Sherry Decker, Executive Director

PREPARED BY
Aniel Austin, Chief Financial Officer
OUR MISSION

The Tarrant County 9-1-1 District will continuously provide **reliable, accurate, responsive, and effective** emergency communication networks and services to our member jurisdictions ensuring the protection of life and property for citizens in our community.

9-1-1 District Background
The establishment of the Tarrant County 9-1-1 Emergency Assistance District was authorized by the State Legislature and ratified by the voters in 1985 for the purpose of implementing and maintaining an Enhanced 9-1-1 Emergency call network for residents of the District. District boundaries include all of Tarrant County, all areas outside Tarrant County included in the corporate limits of a member city, DFW Airport, and the City of Irving.

Purpose
“To establish the number 9-1-1 as the primary emergency telephone number for use by certain local governments in this state and to encourage units of local governments and combinations of those units of local government to develop and improve emergency communication procedures and facilities in a manner that will make possible the quick response to any person calling the telephone number 9-1-1 seeking police, fire, medical, rescue and other emergency services.”

Participating Member Cities

- Arlington
- Azle
- Bedford
- Benbrook
- Blue Mound
- Burleson
- Colleyville
- Crowley
- Dallas/Fort Worth Airport
- Dalworthington Gardens
- Edgecliffs
- Euless
- Everman
- Forest Hill
- Fort Worth
- Grand Prairie
- Grapevine
- Haltom City
- Haslet
- Hurst
- Irving
- Keller
- Kennedale
- Lakeside
- Lake Worth
- Mansfield
- North Richland Hills
- Pantego
- Pelican Bay
- Richland Hills
- River Oaks
- Saginaw
- Sansom Park
- Southlake
- Watauga
- Westlake
- Westover Hills
- Westworth Village
- White Settlement
- Unincorporated Tarrant County

District Management

As defined in the legislation, the District is governed by a Board of Managers, who appoints an Executive Director. Current board members and their appointing authority include:

**Member**

Aubry Inesco (Chair)
Rick Brunson (Vice-Chair)
Johnathan Ingols
Ray Richardson
Valerie Washington
Robert Aldredge
Sam Hall
Robert Brooks

**Appointed By**

City of Grand Prairie
Tarrant County Commissioners Court
City of Arlington
Mayors’ Council
City of Fort Worth
City of Fort Worth
City of Irving
AT&T (non-voting)

The Emergency Telephone Number Act states, “...the Board shall manage, control and administer the District. The Board may adopt rules for the operation of the District.” The legislation also allows the Board to appoint a director of communications for the District who serves as its general manager. The director, with approval from the Board, manages the services necessary to carry out the purposes of the Emergency Telephone Number Act.
Goals and Objectives

Goal 1: Maintain Standards of Sound Governance

Objective 1-A: Budget Performance
Objective 1-B: Annual Policy Review
Objective 1-C: Annual Review of Mandated Statutory and Regulation Compliance
Objective 1-D: Annual PSAP Managers Survey
Objective 1-E: Staff Development
Objective 1-F: External Influence

Goal 2: Maintain Reliable Network

Objective 2-A: Network Availability
Objective 2-B: Monitor PSAP Hold Times
Objective 2-C: Mean-time to Repair
Objective 2-D: System Capacity
Objective 2-E: Preparedness
Objective 2-F: Wireless and Nomadic VoIP Testing
Objective 2-G: Customer Premise Equipment

Goal 3: Maintain Quality Databases

Objective 3-A: Call Statistics
Objective 3-B: Routing

Goal 4: Effective Outreach, Communications, and Education

Objective 4-A: Engaging Stakeholders
Objective 4-B: Stakeholder Communications
Objective 4-C: Training
Executive Summary

The FY 2025 Budget has been crafted to support the District’s forward movement in several critical areas of public safety communications.

- NG9-1-1 call routing technology is constantly evolving, and TC9-1-1 is dedicated to providing a solution to end-of-life equipment. TC9-1-1 staff continues to research new technologies and service offerings that help enhance our 9-1-1 service infrastructure to deliver voice, video, text, and data calls. Legacy 9-1-1 solutions have limitations Next Generation 9-1-1 Core Services (NGCS) has been designed to eliminate.

- The migration away from legacy 9-1-1 systems covers eight categories: Network (NG9-1-1 and ESInet), 9-1-1 Call Routing and Location, Geographic Information Systems (GIS), NG9-1-1 Core Services, PSAP 9-1-1 Call Handling Systems and Applications, Security, Operations and Operational Planning.

- Planned progress on the Next Generation of 9-1-1 services through continued interaction with our user base, proof of concept projects, and the continued maintenance and upgrades to the NG911 system, when appropriate.

- A focus on Contingency and Continuation of Operations through proof of concept on our Regional Relocation Site strategy and an expanded program for onsite power support to enhance the ability of PSAPs to remain in their primary facility and sustain normal operations during limited commercial failure incidents.

- Continue testing with carriers and service providers for improved location-based routing and preparation for the Z-Axis (height) data.

- The District has been awarded Grant through Commission on State Emergency Communications (CSEC) as a Subrecipient of federal Coronavirus State Fiscal Recovery Fund (CSFRF) funding opportunity # 4549601 for the Next-Generation 9-1-1 upgrade. The grant program originally was ending on December 31, 2024 but the deadline was extended to December 31, 2026.

- The District is continuing to build the reserves for the Next-Generation 9-1-1 upgrade.

- Due to the Texas Department of Transportation’s eminent domain, the District’s new headquarters Phase 1 is near completion, and Phase 2 and Phase 3 are scheduled to start soon. The total cost of building build-out is approximately $27 million, scheduled to be completed in May 2025.
**Funding**

Legislation under which the District was created authorizes the District to receive a monthly per-line fee from each telephone customer of up to six percent of the dominant telephone service provider’s base rate. The following monthly 9-1-1 service fees on each telephone line were revised and adopted by the Board of Managers on May 15, 2023 (RN 23-028):

- Residential lines: $0.20 per line
- Business lines: $1.75 per line
- Business trunks: $2.50 per trunk
- Nomadic VoIP: $0.50 per line

In addition to the fee established by the Board of Managers, the District also receives a portion of the statewide surcharge on wireless telephone service. The surcharge is assessed at 50 cents per activated handset and is distributed to 9-1-1 jurisdictions based on population.

**Expenditures**

The following are highlights of expenditures for FY 2025:

- The District’s overall operating budget for FY 2025 decreased by $3.57 million. The reduction will help support the completion of the Next-Generation Core Services project. In FY 2025, the District designated around $2.4 million specifically for Next-Generation 9-1-1 related expenditures.

- TC9-1-1 will work with industry providers to research, identify, and evaluate mitigation solutions. The Network & Technology Team will recommend potential solutions for future years based on funding availability.

- An extensively expanded training program and assistance with pre-hiring testing to support call-taker retention at participating PSAPs.

- An expanded public education emphasis with an outreach program strongly focused on young consumers and family units.

- The GIS team will continue to work on addressing data to ensure optimal location accuracy for wireless devices used to call for assistance. Ensuring the Master Street Address Guide (MSAG) and Automatic Location Identification (ALI) data are current and match the National Emergency Number Association (NENA) standards of 98% accuracy (currently at 99.22%).

- Continued focus on network security for both the PSAP and administrative networks.

- Texas Department of Transportation has notified the District to vacate the main office building located at 2600 Airport Freeway Fort Worth, TX 76111, due to the expansion work on Hwy 121. The District didn’t budget or plan this expenditure, so it will use its reserve fund balance to plan and pay for the new office building location and any associated expenses related to the move.
FY 2025 FUND BALANCE PROJECTION

There are three significant types of reserve funds: Legally Restricted Reserves, Board Designated Reserves, and Unrestricted Reserves. Legally Restricted Reserves have restrictions imposed by an outside source, such as bond covenants, contractual obligations, etc. Board Designated Reserves are set aside for a specific purpose as determined by the Board of Managers. The Board of Managers has the authority to redirect the use of these reserves as the needs of the District change. Unrestricted Reserves are planned for use within a budget year for contingencies.

Legally Restricted Reserves

9-1-1 Emergency Equipment Fund

The Board established this fund to fund equipment acquisition and replacement projects as planned in the Capital Improvement Program (CIP) and the Five-Year Financial Plan. The balance shall not exceed total expenditures planned in the Capital Improvement Program and Five-Year Financial Plan.

Board Designated Reserves

Employee Benefits Payable Fund

Even though Government Accounting Standards Board (GASB) Statement 45 does NOT require the reporting of other post-employment benefits, they are a District’s financial obligation.

Sick Leave Payable: It is the policy of the District to reward an employee upon retirement for a percentage of unused sick leave in accordance with the provision of the Personnel Policy.

Vacation Payable: Upon termination of employment, each employee is eligible for their accrued vacation leave.

TCDRS Underfunding: If at any time the District’s Texas County and District Retirement System (TCDRS) account is underfunded, the District will establish sufficient reserves to fund that account fully.

Unemployment Compensation: The District is self-insured against unemployment liabilities. The District shall maintain sufficient reserves for this self-insurance.
Unrestricted Undesignated Reserves

Any remaining balance shall be considered unrestricted reserves. Any excess reserves in this category may result in an adjustment to the District’s service fee.

Tarrant County 9-1-1 District’s Reserve Fund - Specific Purposes

<table>
<thead>
<tr>
<th>Fund Balance, September 30, 2023</th>
<th>$20,817,074</th>
</tr>
</thead>
<tbody>
<tr>
<td>Projected surplus (deficit), FY 2024</td>
<td>$9,880,591</td>
</tr>
<tr>
<td>Projected surplus (deficit), FY 2025</td>
<td>$10,715,385</td>
</tr>
<tr>
<td>New District Headquarters - Building</td>
<td>($20,700,000)</td>
</tr>
<tr>
<td>Projected Fund Balance, September 30, 2025</td>
<td>$20,713,049</td>
</tr>
<tr>
<td>Three-Month Operating Reserve</td>
<td>($4,750,000)</td>
</tr>
<tr>
<td>Available Equipment Replacement Fund</td>
<td>$15,963,049</td>
</tr>
</tbody>
</table>
## Tarrant County 9-1-1 District Emergency Assistance District
### Annual Budget Summary for FY 2025

<table>
<thead>
<tr>
<th>Acct. No.</th>
<th>Account Description</th>
<th>FY 2025</th>
<th>FY 2024</th>
<th>$ Inc / (Dec)</th>
<th>% Inc / (Dec)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue Budget:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4010</td>
<td>Wireline Service Fee</td>
<td>$5,800,000</td>
<td>$6,000,000</td>
<td>$(200,000)</td>
<td>-3.33%</td>
</tr>
<tr>
<td>4011</td>
<td>Wireless Service Fee</td>
<td>$14,000,000</td>
<td>$13,300,000</td>
<td>$700,000</td>
<td>5.26%</td>
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<tr>
<td>4030</td>
<td>Intergovernmental</td>
<td>$9,701,445</td>
<td>$ -</td>
<td>$9,701,445</td>
<td>100.00%</td>
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<tr>
<td>4020</td>
<td>Interest Income</td>
<td>$480,000</td>
<td>$300,000</td>
<td>$180,000</td>
<td>60.00%</td>
</tr>
<tr>
<td><strong>Total Income</strong></td>
<td>$29,981,445</td>
<td>$19,600,000</td>
<td>$10,381,445</td>
<td>52.97%</td>
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<tr>
<td><strong>Operating Budget:</strong></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>5110</td>
<td>Salaries</td>
<td>$3,314,411</td>
<td>$3,101,763</td>
<td>$212,647</td>
<td>6.86%</td>
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<tr>
<td>5431</td>
<td>Auto Allowance</td>
<td>$27,000</td>
<td>$32,400</td>
<td>$(5,400)</td>
<td>-16.67%</td>
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<tr>
<td>5120</td>
<td>Health Insurance</td>
<td>$1,000,000</td>
<td>$950,000</td>
<td>$50,000</td>
<td>5.26%</td>
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<tr>
<td>5130</td>
<td>Retirement Benefits</td>
<td>$500,969</td>
<td>$476,100</td>
<td>$24,870</td>
<td>5.22%</td>
</tr>
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<td>5132</td>
<td>Medicare</td>
<td>$48,450</td>
<td>$45,445</td>
<td>$3,005</td>
<td>6.61%</td>
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<tr>
<td>5140</td>
<td>Worker’s Comp</td>
<td>$15,000</td>
<td>$12,000</td>
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<tr>
<td><strong>Personal Services</strong></td>
<td>$4,905,830</td>
<td>$4,617,708</td>
<td>$288,122</td>
<td>6.24%</td>
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<tr>
<td>5210</td>
<td>Office Supplies</td>
<td>$25,000</td>
<td>$21,000</td>
<td>$4,000</td>
<td>19.05%</td>
</tr>
<tr>
<td>5211</td>
<td>Incentives / Appreciations</td>
<td>$18,000</td>
<td>$26,500</td>
<td>$(8,500)</td>
<td>-32.08%</td>
</tr>
<tr>
<td>5212</td>
<td>Meetings Expenses</td>
<td>$28,850</td>
<td>$14,000</td>
<td>$14,850</td>
<td>106.07%</td>
</tr>
<tr>
<td>5220</td>
<td>Printing</td>
<td>$500</td>
<td>$500</td>
<td>$0</td>
<td>0.00%</td>
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<tr>
<td>5230</td>
<td>Postage</td>
<td>$2,600</td>
<td>$2,600</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>5240</td>
<td>Supplies and Materials</td>
<td>$43,250</td>
<td>$45,750</td>
<td>$(2,500)</td>
<td>-5.46%</td>
</tr>
<tr>
<td>5250</td>
<td>Software</td>
<td>$299,185</td>
<td>$252,550</td>
<td>$46,635</td>
<td>18.47%</td>
</tr>
<tr>
<td><strong>Supplies and Materials</strong></td>
<td>$417,385</td>
<td>$362,900</td>
<td>$54,485</td>
<td>15.01%</td>
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<tr>
<td>5310</td>
<td>Office Furniture</td>
<td>$10,000</td>
<td>$14,000</td>
<td>$(4,000)</td>
<td>-28.57%</td>
</tr>
<tr>
<td>5311</td>
<td>PSAP Furniture</td>
<td>$2,000</td>
<td>$1,000</td>
<td>$1,000</td>
<td>100.00%</td>
</tr>
<tr>
<td>5320</td>
<td>Office Equipment</td>
<td>$599,500</td>
<td>$202,000</td>
<td>$397,500</td>
<td>196.78%</td>
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<tr>
<td>5321</td>
<td>PSAP Equipment</td>
<td>$34,000</td>
<td>$28,000</td>
<td>$6,000</td>
<td>21.43%</td>
</tr>
<tr>
<td><strong>Furniture and Equipment</strong></td>
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<td>$245,000</td>
<td>$400,500</td>
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<tr>
<td>5411</td>
<td>Legal</td>
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<td>$50,000</td>
<td>$15,000</td>
<td>30.00%</td>
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<tr>
<td>5413</td>
<td>Professional Audit</td>
<td>$28,500</td>
<td>$27,500</td>
<td>$1,000</td>
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<tr>
<td>5414</td>
<td>Equipment Maintenance</td>
<td>$175,600</td>
<td>$151,100</td>
<td>$24,500</td>
<td>16.21%</td>
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<tr>
<td>5415</td>
<td>Other Services</td>
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<td>$54,000</td>
<td>$(1,900)</td>
<td>-3.52%</td>
</tr>
<tr>
<td>5416</td>
<td>Professional Development/Training</td>
<td>$131,840</td>
<td>$98,655</td>
<td>$33,185</td>
<td>33.64%</td>
</tr>
<tr>
<td>5418</td>
<td>Building Improvements - Repairs</td>
<td>$65,000</td>
<td>$65,000</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>5429</td>
<td>Professional Services / Contracts</td>
<td>$1,017,400</td>
<td>$1,179,600</td>
<td>$(162,200)</td>
<td>-13.75%</td>
</tr>
<tr>
<td>5430</td>
<td>IT Admin Services</td>
<td>$42,600</td>
<td>$41,000</td>
<td>$1,600</td>
<td>3.90%</td>
</tr>
<tr>
<td><strong>Services, Rentals and Contractual Services</strong></td>
<td>$1,578,040</td>
<td>$1,666,855</td>
<td>$(88,815)</td>
<td>-5.33%</td>
<td></td>
</tr>
<tr>
<td>5422</td>
<td>Equipment Lease</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>5423</td>
<td>Back-Up Site Lease</td>
<td>$102,886</td>
<td>$100,000</td>
<td>$2,886</td>
<td>2.89%</td>
</tr>
<tr>
<td>Acct. No.</td>
<td>Account Description</td>
<td>FY 2025</td>
<td>FY 2024</td>
<td>$ Inc / (Dec)</td>
<td>% Inc / (Dec)</td>
</tr>
<tr>
<td>----------</td>
<td>--------------------------------------</td>
<td>----------</td>
<td>----------</td>
<td>---------------</td>
<td>---------------</td>
</tr>
<tr>
<td>5424</td>
<td>Back-Up Site Fuel</td>
<td>$ 15,000</td>
<td>$ 9,500</td>
<td>$ 5,500</td>
<td>57.89%</td>
</tr>
<tr>
<td>5425</td>
<td>Back-Up Site Maintenance</td>
<td>$ 100,000</td>
<td>$ 15,100</td>
<td>$ 84,900</td>
<td>562.25%</td>
</tr>
<tr>
<td>LE524</td>
<td>Lease Expense &amp; Backup Sites</td>
<td>$ 222,886</td>
<td>$ 129,600</td>
<td>$ 93,286</td>
<td>71.98%</td>
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<tr>
<td>5432</td>
<td>Travel</td>
<td>$ 188,000</td>
<td>$ 170,000</td>
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</tr>
<tr>
<td>5433</td>
<td>Vehicle Maintenance</td>
<td>$ 10,000</td>
<td>$ 10,000</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>TR525</td>
<td>Travel and Auto</td>
<td>$ 198,000</td>
<td>$ 180,000</td>
<td>$ 18,000</td>
<td>10.00%</td>
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<tr>
<td>5441</td>
<td>Professional Memberships</td>
<td>$ 17,025</td>
<td>$ 14,746</td>
<td>$ 2,279</td>
<td>15.46%</td>
</tr>
<tr>
<td>5442</td>
<td>Subscriptions</td>
<td>$ 750</td>
<td>$ 1,050</td>
<td>$ (300)</td>
<td>-28.57%</td>
</tr>
<tr>
<td>TR524</td>
<td>Memberships and Subscriptions</td>
<td>$ 17,775</td>
<td>$ 15,796</td>
<td>$ 1,979</td>
<td>12.53%</td>
</tr>
<tr>
<td>5419</td>
<td>Building Utilities</td>
<td>$ 200,000</td>
<td>$ 140,000</td>
<td>$ 60,000</td>
<td>42.86%</td>
</tr>
<tr>
<td>5451</td>
<td>Office Telephone</td>
<td>$ 16,000</td>
<td>$ 15,000</td>
<td>$ 1,000</td>
<td>6.67%</td>
</tr>
<tr>
<td>5452</td>
<td>9-1-1 Telephone Service</td>
<td>$ 3,141,000</td>
<td>$ 6,637,411</td>
<td>$ (3,496,411)</td>
<td>-52.68%</td>
</tr>
<tr>
<td>5453</td>
<td>9-1-1 Enhancements</td>
<td>$ 1,734,800</td>
<td>$ 820,600</td>
<td>$ 914,200</td>
<td>111.41%</td>
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<tr>
<td>5454</td>
<td>PS 9-1-1 Service</td>
<td>$ 37,000</td>
<td>$ 30,000</td>
<td>$ 7,000</td>
<td>23.33%</td>
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<tr>
<td>5456</td>
<td>Wireless 9-1-1 Service</td>
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<td>$ 80,000</td>
<td>$ -</td>
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</tr>
<tr>
<td>UT524</td>
<td>Total Utilities</td>
<td>$ 5,208,800</td>
<td>$ 7,723,011</td>
<td>$ (2,514,211)</td>
<td>-32.55%</td>
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<tr>
<td>5460</td>
<td>Insurance</td>
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<td>$ 80,000</td>
<td>$ 120,000</td>
<td>150.00%</td>
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<tr>
<td>IN524</td>
<td>Insurance</td>
<td>$ 200,000</td>
<td>$ 80,000</td>
<td>$ 120,000</td>
<td>150.00%</td>
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<tr>
<td>5472</td>
<td>Pub. Ed. Products/Services</td>
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<td>$ 97,000</td>
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<tr>
<td>5474</td>
<td>Pub. Ed. Activities</td>
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<td>Advertising</td>
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<tr>
<td>5420</td>
<td>Bank Charges &amp; Fees</td>
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<tr>
<td>MIS524</td>
<td>Miscellaneous</td>
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<td>$ 4,000</td>
<td>$ -</td>
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<tr>
<td></td>
<td><strong>Total Operating Budget</strong></td>
<td><strong>$ 13,613,216</strong></td>
<td><strong>$ 15,242,370</strong></td>
<td><strong>(1,629,153)</strong></td>
<td><strong>-10.69%</strong></td>
</tr>
</tbody>
</table>

**Capital Budget:**

<table>
<thead>
<tr>
<th>Acct. No.</th>
<th>Account Description</th>
<th>FY 2025</th>
<th>FY 2024</th>
<th>$ Inc / (Dec)</th>
<th>% Inc / (Dec)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1100</td>
<td>Furniture &amp; Fixtures</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>0.00%</td>
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<tr>
<td>1120</td>
<td>Office Equipment</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td></td>
<td><strong>District Furniture and Equipment</strong></td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>1110</td>
<td>PSAP Furniture</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>1122</td>
<td>PSAP Equipment</td>
<td>$ 2,411,000</td>
<td>$ 4,357,630</td>
<td>$ (1,946,630)</td>
<td>-44.67%</td>
</tr>
<tr>
<td></td>
<td><strong>PSAP Furniture and Equipment</strong></td>
<td><strong>$ 2,411,000</strong></td>
<td><strong>$ 4,357,630</strong></td>
<td><strong>(1,946,630)</strong></td>
<td><strong>-44.67%</strong></td>
</tr>
<tr>
<td>1130</td>
<td>New office building-12600 Willow Springs</td>
<td>$ 3,241,844</td>
<td>$ -</td>
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<td>100.00%</td>
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<tr>
<td></td>
<td><strong>District Building</strong></td>
<td><strong>$ 3,241,844</strong></td>
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<td><strong>$ 3,241,844</strong></td>
<td><strong>100.00%</strong></td>
</tr>
<tr>
<td>Acct. No.</td>
<td>Account Description</td>
<td>FY 2025</td>
<td>FY 2024</td>
<td>$ Inc / (Dec)</td>
<td>% Inc / (Dec)</td>
</tr>
<tr>
<td>----------</td>
<td>----------------------------</td>
<td>-------------</td>
<td>-------------</td>
<td>---------------</td>
<td>---------------</td>
</tr>
<tr>
<td></td>
<td>Total Capital Budget</td>
<td>$ 5,652,844</td>
<td>$ 4,357,630</td>
<td>(1,946,630)</td>
<td>-44.67%</td>
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<tr>
<td></td>
<td>Total Operating &amp; CAPEX Budget</td>
<td>$ 19,266,060</td>
<td>$ 19,600,000</td>
<td>(3,575,784)</td>
<td>-18.24%</td>
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<tr>
<td></td>
<td>Total Budgeted Surplus / (Deficit)</td>
<td>$ 10,715,385</td>
<td>$ -</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>
# Tarrant County 9-1-1 Emergency Assistance District

## Modeled Five-Year Funding Projection

<table>
<thead>
<tr>
<th>Acct. No.</th>
<th>Account Description</th>
<th>FY 2023 Actuals</th>
<th>FY 2024 Estimated YE</th>
<th>FY 2025 Budget</th>
<th>FY 2026 Forecast</th>
<th>FY 2027 Forecast</th>
<th>FY 2028 Forecast</th>
<th>FY 2029 Forecast</th>
</tr>
</thead>
<tbody>
<tr>
<td>4010</td>
<td>Wireline Service Fee</td>
<td>6,205,029</td>
<td>5,950,000</td>
<td>5,800,000</td>
<td>5,666,600</td>
<td>5,536,268</td>
<td>5,408,934</td>
<td>5,284,529</td>
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<tr>
<td>4011</td>
<td>Wireless Service Fee</td>
<td>13,963,311</td>
<td>13,700,000</td>
<td>14,000,000</td>
<td>14,210,000</td>
<td>14,423,150</td>
<td>14,639,497</td>
<td>14,859,090</td>
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<tr>
<td>4020</td>
<td>Interest Income</td>
<td>953,779</td>
<td>851,431</td>
<td>480,000</td>
<td>455,000</td>
<td>430,000</td>
<td>405,000</td>
<td>380,000</td>
</tr>
<tr>
<td>4030</td>
<td>Intergovernmental</td>
<td>-</td>
<td>7,149,743</td>
<td>9,701,445</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Income</strong></td>
<td></td>
<td><strong>21,122,119</strong></td>
<td><strong>27,651,174</strong></td>
<td><strong>29,981,445</strong></td>
<td><strong>20,331,600</strong></td>
<td><strong>20,389,418</strong></td>
<td><strong>20,453,418</strong></td>
<td><strong>20,523,618</strong></td>
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## Operating Budget:

<table>
<thead>
<tr>
<th>Acct. No.</th>
<th>Account Description</th>
<th>FY 2023 Actuals</th>
<th>FY 2024 Estimated YE</th>
<th>FY 2025 Budget</th>
<th>FY 2026 Forecast</th>
<th>FY 2027 Forecast</th>
<th>FY 2028 Forecast</th>
<th>FY 2029 Forecast</th>
</tr>
</thead>
<tbody>
<tr>
<td>5110</td>
<td>Salaries</td>
<td>2,648,757</td>
<td>2,783,645</td>
<td>3,314,411</td>
<td>3,977,293</td>
<td>4,772,751</td>
<td>5,250,026</td>
<td>5,775,029</td>
</tr>
<tr>
<td>5431</td>
<td>Auto Allowance</td>
<td>32,400</td>
<td>32,400</td>
<td>27,000</td>
<td>32,400</td>
<td>32,400</td>
<td>32,400</td>
<td>32,400</td>
</tr>
<tr>
<td>5120</td>
<td>Health Insurance</td>
<td>806,373</td>
<td>849,287</td>
<td>1,000,000</td>
<td>1,000,000</td>
<td>1,000,000</td>
<td>1,000,000</td>
<td>1,000,000</td>
</tr>
<tr>
<td>5130</td>
<td>Retirement Benefits</td>
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Tarrant County 9-1-1 Emergency Assistance District

Attachment: FY 2025 Budget Presentations for Cities (14830 : 20 Tarrant County 9-1-1 Budget 2025)

Packet Pg. 152
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<th>Acct. No.</th>
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<th>FY 2027 Forecast</th>
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<th>FY 2029 Forecast</th>
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Attachment: FY 2025 Budget Presentations for Cities (14830 : 20 Tarrant County 9-1-1 Budget 2025)
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**Capital Budget:**

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**PSAP Furniture and Equipment**

- $ - $ 1,077,621 $ 2,411,000 $ 3,000,000 $ 17,767 $ - $ - $ -

**Total Capital Budget**

- $ 10,634,236 $ 3,163,746 $ 5,652,844 $ 3,000,000 $ 17,767 $ - $ - $ -

**Total Operating & CAPEX Budget**

- $ 22,152,762 $ 17,770,584 $ 19,266,060 $ 20,331,600 $ 20,389,419 $ 20,453,431 $ 20,523,618

**Total Encumbered Funds**

- $ 697,011 $ - $ - $ - $ - $ - $ - $ -

**Net impact on the reserves**

- $ (1,727,654) $ 9,880,591 $ 10,715,385 $ - $ - $ - $ - $ -

**FUND BALANCE MOVEMENT**

**Beginning Fund Balance**

- $ 22,544,728 $ 20,817,074 $ 30,697,665 $ 20,713,049 $ 15,563,049 $ 10,413,049 $ 7,913,049

**Estimated Ending Fund Balance**

- $ 20,817,074 $ 30,697,665 $ 20,713,049 $ 15,563,049 $ 10,413,049 $ 7,913,049 $ 5,413,049

**Net impact on the reserves**

- $ (1,727,654) $ 9,880,591 $ 10,715,385 $ - $ - $ - $ - $ -

**GMP Phase 2 & Furniture**

- $ - $ - $ 20,700,000 $ - $ - $ - $ - $ -

**Future Projects**

- $ - $ - $ 5,150,000 $ 5,150,000 $ 2,500,000 $ 2,500,000

**Estimated Ending Fund Balance**

- $ 20,817,074 $ 30,697,665 $ 20,713,049 $ 15,563,049 $ 10,413,049 $ 7,913,049 $ 5,413,049
## Building Committed Expenses:

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<td>GMP - Phase 1</td>
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<td>587,080.94</td>
<td>491,181.06</td>
<td>Approved by the BOM RN 24-007</td>
</tr>
<tr>
<td>GMP - Phase 1 - Change Order Chiller Loop Pipes</td>
<td>73,508.10</td>
<td>73,508.10</td>
<td>-</td>
<td>Approved by the BOM RN 24-011</td>
</tr>
<tr>
<td>Switch Gear - ABB - 24-PO-3324</td>
<td>46,784.00</td>
<td>46,784.00</td>
<td></td>
<td>Executive Director approved Emergency Purchase</td>
</tr>
<tr>
<td>GMP - Phase 2 &amp; 3 (WIP) - Number as of 2/27/2024</td>
<td>18,000,000.00</td>
<td>18,000,000.00</td>
<td></td>
<td>Work in progress 6/20/2024</td>
</tr>
<tr>
<td><strong>Furniture:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Furniture for the building</td>
<td>2,700,000.00</td>
<td>2,700,000.00</td>
<td>-</td>
<td>Target date 10/31/2024</td>
</tr>
<tr>
<td><strong>Power Associates Inc.:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Generators 500 &amp; 750 kW - 24-PO-2619</td>
<td>602,655.00</td>
<td>574,855.00</td>
<td>27,800.00</td>
<td>Executive Director approved Emergency Purchase</td>
</tr>
<tr>
<td>Data Center Grid, Cabinets, PDUs - 24-PO-2565</td>
<td>296,204.00</td>
<td>69,500.00</td>
<td>226,704.00</td>
<td>Executive Director approved Emergency Purchase</td>
</tr>
<tr>
<td>Opticool Data Center - 24-PO-2717</td>
<td>674,613.00</td>
<td>674,613.00</td>
<td>-</td>
<td>Executive Director approved Emergency Purchase</td>
</tr>
<tr>
<td>Busway &amp; Lighting - 24-PO-2816</td>
<td>148,356.00</td>
<td>66,581.00</td>
<td>81,775.00</td>
<td>Executive Director approved Emergency Purchase</td>
</tr>
<tr>
<td>UPS A &amp; B 93PM - 24-PO-3205</td>
<td>549,184.00</td>
<td>77,480.00</td>
<td>471,704.00</td>
<td>Executive Director approved Emergency Purchase</td>
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<tr>
<td>Electric work for septic</td>
<td>1,500.00</td>
<td>1,500.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Power Associates Services:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Manager</td>
<td>174,000.00</td>
<td>160,735.00</td>
<td>13,265.00</td>
<td>Approved by the BOM RN 23-031</td>
</tr>
<tr>
<td>Septic work</td>
<td>10,550.00</td>
<td>10,550.00</td>
<td></td>
<td>Executive Director approved Emergency Purchase</td>
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<tr>
<td><strong>Solid Border:</strong></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>Network Infrastructure - 23-PO-2310</td>
<td>87,439.80</td>
<td>87,439.80</td>
<td>-</td>
<td>Executive Director approved Emergency Purchase</td>
</tr>
<tr>
<td>Engineering Services - 24-PO-3203</td>
<td>5,000.00</td>
<td>5,000.00</td>
<td>-</td>
<td>Executive Director approved Emergency Purchase</td>
</tr>
<tr>
<td><strong>Presidio Networked Solutions Group, LLC</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Switch Infrastructure - 23-PO-2309</td>
<td>271,689.62</td>
<td>271,689.62</td>
<td>-</td>
<td>Executive Director approved Emergency Purchase</td>
</tr>
<tr>
<td><strong>Johnson Controls</strong></td>
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<td></td>
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<td>Pre-Wire Access Control - 24-PO-3364</td>
<td>18,637.65</td>
<td>18,637.65</td>
<td>-</td>
<td>Executive Director approved Emergency Purchase</td>
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<tr>
<td>BA Alarm - 24-PO-3210</td>
<td>1,865.21</td>
<td>-</td>
<td>1,865.21</td>
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<td>BA Equipment - 24-PO-3603</td>
<td>1,463.28</td>
<td>-</td>
<td>1,463.28</td>
<td>Executive Director approved Emergency Purchase</td>
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<tr>
<td><strong>AT&amp;T:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>ADE - Willow Springs Construction Charges - 24-PO-3929</td>
<td>47,624.76</td>
<td>47,624.76</td>
<td>-</td>
<td>Executive Director approved Emergency Purchase</td>
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<tr>
<td><strong>NG Companies</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Potholing Willow Springs - Natural Gas Easement</td>
<td>2,520.00</td>
<td>2,520.00</td>
<td>-</td>
<td>Executive Director approved Emergency Purchase</td>
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<tr>
<td>Building Committed Expenses:</td>
<td>Total</td>
<td>Unpaid</td>
<td>Paid</td>
<td>Comments</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>-------</td>
<td>--------</td>
<td>------</td>
<td>----------</td>
</tr>
<tr>
<td><strong>City of Fort Worth</strong></td>
<td>26,027,969.42</td>
<td>23,941,844.24</td>
<td>2,086,125.18</td>
<td>Executive Director approved Emergency Purchase</td>
</tr>
<tr>
<td>Flood Study 24-PO-3866</td>
<td>2,170.00</td>
<td>-</td>
<td>2,170.00</td>
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<tr>
<td><strong>Total</strong></td>
<td>26,027,969.42</td>
<td>23,941,844.24</td>
<td>2,086,125.18</td>
<td></td>
</tr>
<tr>
<td>GMP Phase 2 &amp; 3 and Furniture</td>
<td>20,700,000.00</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>Total Commitments - Part of FY 2025 Budget</strong></td>
<td>3,241,844.24</td>
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### Tarrant County 9-1-1 Emergency Assistance District

#### Next Gen 9-1-1 Cost Analysis and Breakup

<table>
<thead>
<tr>
<th>Next Generation 9-1-1 Core Services (NGCS &amp; ESInet)</th>
<th>Expected Cost $</th>
<th>FY 2025 $</th>
<th>FY 2026 $</th>
<th>FY 2027 $</th>
<th>FY 2028 $</th>
<th>FY 2029 $</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>11,983,458</td>
<td>2,411,000</td>
<td>2,115,284</td>
<td>2,386,606</td>
<td>2,535,284</td>
<td>2,535,284</td>
</tr>
</tbody>
</table>

| Total                                             | $11,983,458     | $2,411,000 | $2,115,284 | $2,386,606 | $2,535,284 | $2,535,284 |
Resolution -- Approval of the Irving Arts and Culture Board of Directors Revised Bylaws

Administrative Comments

1. This item has been recommended by the Irving Department of Arts and Culture and supports Future in Focus Sense of Community – Provide exceptional recreational, cultural and educational opportunity.

2. Impact: Revising the Irving Department of Arts and Culture’s Bylaws promotes a sound government with fiscal responsibility.

3. Section 38-13 of Article I “General” of Chapter 38 “Boards, Commissions, and Committee” of the Code of Civil and Criminal Ordinances of the City of Irving, Texas, provides that the bylaws adopted by a City Board are not effective unless they are approved by the City Council.

4. The revised bylaws were approved unanimously at the June 17, 2024 Board meeting.

5. There are no funding implications with this resolution.

Recommendation

The resolution be adopted.

ADDITIONAL COMMENTS:

Contract Required: No  Review Completed By: Zachary Noblitt
Previous Action: Res 11-16-06-426  Council Action: Yes
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:

Irving Arts and Culture Board of Directors Revised Bylaws (PDF)
Irving Arts and Culture Board of Directors Current Bylaws (PDF)

CURRENT YEAR FINANCIAL IMPACT:

NONE

REVISION INFORMATION:

Prepared: 7/23/2024 04:35 PM by Mary Dawson
Last Updated: 7/26/2024 10:11 AM by Zachary Noblitt
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 14845)

WHEREAS, Section 38-13 of Article I “General” of Chapter 38 “Boards, Commissions, and Committees” of the Code of Civil and Criminal Ordinances of the City of Irving, Texas, provides that bylaws adopted by a City board are not effective unless they are approved by the City Council; and

WHEREAS, the Irving Department of Arts and Culture Board of Directors (“Board”) approved by majority vote and recommended for approval to the City Council the attached revised bylaws at its June 17, 2024 meeting.

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 bylaws of the Irving Department of Arts and Culture Board of Directors as approved by the said Board of Directors on June 17, 2024.

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 August 1, 2024.

RICHARD H. STOPFER
MAYOR

ATTEST:

_____________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

_____________________________
Kuruvilla Oommen
City Attorney
IRVING ARTS AND CULTURE  
BOARD OF DIRECTORS  
BYLAWS  

ARTICLE I. PURPOSE  

The Irving Department of Arts and Culture (hereafter "the Department") and its Board (hereinafter "the Board") were established by Ordinance No. 3503 on August 14, 1980. (Chapter 16B, Article II of The Code of Civil and Criminal Ordinances of the City of Irving, Texas.) That ordinance establishes that the Department shall function as a separate entity from the City of Irving, but it shall remain responsible only to the Irving City Council (hereafter "the City Council"). The Board shall have the following duties:

(a) To make recommendations to the City Council concerning the acquisition of sites and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of auditoriums, galleries, museums, historic properties, and civic theaters, plus debt service.
(b) The encouragement, promotion, improvement, and application of arts and culture, including but not limited to: music (instrumental and vocal), dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic arts, craft arts, motion pictures, television, radio, tape and sound recording, and the presentation, performance, execution, and exhibition of these major art forms and other activities for which hotel occupancy taxes may be used as provided by state law.
(c) The encouragement, promotion, improvement, and application of humanities-based cultural endeavors, including but not limited to: historic preservation, collecting and preservation of archives, art and artifacts, exhibition, interpretation, programming and display of humanities topics and other activities for which hotel occupancy taxes may be used as provided by state law.
(d) Employ an Executive Director who shall be the chief administrator of the Department of Arts and Culture of the City of Irving.
(e) To notify and involve the City Attorney’s Office in any disciplinary actions against the Executive Director that could result in in loss of pay.
(f) Implement policies approved by City Council concerning the Department of Arts and Culture, and museums owned or operated by the City.

The Board further has designated its purpose by the adoption of a mission statement. As the Board may act in the future to amend this mission, the Bylaws will be considered updated immediately upon the action of the Board to adopt a new mission.

The mission of the Department of Arts and Culture is to engage visitors through thought-provoking programs and dynamic exhibits that explore the history, the arts, and the evolving culture of our community and region and to serve the citizens of Irving through the support and development of artistic and humanities-based opportunities.

Ord. No. 6146, § 1, 7-16-92; Ord. No. 6460, § 1, 7-21-94; Ord. No. 7307, § 1, 8-6-98; Ord. No. 8623, § 1, 3-23-06; Ord. No. 2917-9904, § 1, 1-12-17)
ARTICLE II. RULES GOVERNING BOARDS AND COMMISSIONS

The Board operates within the guidelines set out within the City Charter and the City of Irving Code of Civil and Criminal Ordinances.

Per the City Charter, Article IX – GENERAL PROVISIONS, Sec. 10 – Independent boards:

The City Council may by ordinance provide that the management and operation of the Department shall be conducted independently of the office of city manager and the general management of the city. Such ordinance may provide that the Board shall have the exclusive right to appoint, remove and supervise the Executive Director of the Department and may give the Executive Director the exclusive authority to hire, discharge and supervise the employees of the Department.

The Board of the Department shall recommend to the City Council the Department’s annual budget and the manner and use of the expenditures and allocation of Department revenues and funds. Final approval of the Department budget and the expenditure of Department funds, as well as the classification and salary structure of Department employees, shall be recommended by the Board and shall be the sole responsibility and prerogative of the City Council.

By approval of the Department’s annual budget, its expenditures and allocation of Department revenues and funds, administrative services required by other city departments in support of the approved budget are authorized.

ARTICLE III. ORGANIZATION AND MEMBERSHIP

Section 1

The governance of the Department shall be vested in the Board as provided in these Bylaws. The Board shall set policy for and oversee the Department’s operations on behalf of the Irving City Council. The Board shall have the authority to adopt and enforce such policies, procedures and regulations as deemed appropriate to the Department, the visitor industry, and the City of Irving, to the extent those policies, procedures and regulations are consistent with the City Charter and City Council actions pertaining to Department matters. Members of the Board shall serve without compensation.

Membership shall consist of the following: a thirteen (13) member Board of Directors: eleven (11) voting members, and two (2) representatives from the hotel/motel industry who shall be non-voting members.

Ord. No. 6146, § 1, 7-16-92; Ord. No. 6460, § 1, 7-21-94; Ord. No. 7307, § 1, 8-6-98; Ord. No. 8623, § 1, 3-23-06; Ord. No. 2017-9904, § 1, 1-12-17)
The eleven (11) voting members shall not concurrently serve on the Board of a Resident Organization and must be residents of the City of Irving, eligible to vote in city elections. There is no residency requirement for the representatives of the hotel/motel industry.

All voting members of the Board shall serve for a period of two (2) years, unless sooner removed. Voting members of the Board shall serve no more than three (3) full consecutive terms. When a member is appointed to complete a partial term, that partial term shall not count in computing the three (3) full consecutive terms. Non-voting and/or ex officio members may not be limited to three (3) consecutive terms, except that the one (1) non-voting member who is a past Board member should serve no more than one (1) full term; the Board may recommend to the City Council that the one (1) non-voting member who is a past Board member may serve a second full consecutive term.

The Eleven (11) voting members shall occupy a place on the Board, such places being numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11. The representatives from the hotel/motel industry shall occupy places 12 and 13.

The terms of office for all non-voting members of the Board will be defined by their terms of service as chairs of their respective entities or as designated by their respective entities.

In addition, the Board requests that the Mayor designate a member of the City Council to serve as City Council liaison to the Board, whose service is requested to ensure the Council’s priorities are aligned with the Board’s and to ensure the Department’s priorities and concerns are conveyed to the Council.

Section 2

It shall be the duty of each member of the Board to take an active part in the deliberations of the Board and to act in whatever capacity he/she may be called.

It also shall be the duty of each Voting Member of the Board to actively participate in at least one committee of the Board each year.

Section 3

If a board member fails to attend seventy-five percent (75%) of regularly scheduled or special called board meetings within a twelve (12) month period, the Board member shall immediately forfeit the Board position. Enforcement of these attendance provisions are at the discretion of the City Council. Attendance rolls will be provided to the Office of the City Secretary annually or as otherwise requested. (Chapter 38, Sec. 38-5 Attendance of The Code of Civil and Criminal Ordinances of the City of Irving, Texas.)

Ord. No. 6146, § 1, 7-16-92; Ord. No. 6460, § 1, 7-21-94; Ord. No. 7307, § 1, 8-6-98; Ord. No. 8623, § 1, 3-23-06; Ord. No. 2017-9904, § 1, 1-12-17)
Section 4

In the spirit of serving all of the City of Irving, a Board member may not concurrently serve on the Board of a related organization that creates a conflict of interest and should avoid any conflict of interest, whether actual or imputed. Board members shall act in good faith, with undivided loyalty to the Department and with the high degree of diligence, care, and skill which reasonably prudent persons would exercise in the conduct of their own affairs. Members of the Board may not take advantage of their positions, nor the knowledge gained therefrom, for private gain or other personal advantage, either for themselves, their families or anyone else with whom they have a direct or indirect personal or financial interest, to the detriment of the Department.

Board members must reveal conflicts of interest and apparent conflicts of interest which may exist through the disclosure of interests and activities, such as: serving on the board of a resident organization, the ownership, direct or indirect, of a financial or other interest in organizations supplying goods or services to the Department, or in the organizations which provide services competitive with the Department; the receipt or acceptance of benefits from any organization doing, or seeking to do, business with the Department or with a competitor of the Department; or participation in or taking advantage of any business opportunity or activity in which the Department has an interest or which may be competitive with the Department.

In addition to the background information required by the City of Irving’s Application for Boards, Commissions and Committees, to assure compliance with applicable state law and City ordinances, Board Members are required to submit a Conflict of Interest Disclosure Statement annually (or within 30 days of appointment to the Arts and Culture Board) to the Chair. The Department will retain file copies of all statements, which are documents of public record. It is understood that Conflicts of Interest on individual issues or items may arise throughout the year that may not otherwise be assumed at the time the statement is signed. As these conflicts arise, Board members are required to provide a revised Conflict of Interest Disclosure Statement that will replace the document on file.

The Executive Committee will review the statements upon submission. Should there be a determination there is a conflict noted that may cause detriment to the organization, the Executive Committee will meet with the Board member in question, review the noted conflict and determine an appropriate course of action. If requested by the Chair, or if the Board member in question does not agree there is a conflict and the Executive Committee disagrees, the Executive Committee will request in writing an opinion from the City Attorney, with notification to the City Council liaison and the Mayor.

If any member of the Board perceives another member has a conflict of interest, the Chair must be notified in writing of the perceived conflict. The Executive Committee will meet with the Board member in question to review the issue that has been raised. If requested by the Chair, or if the Board member in question does not agree there is a conflict and the Executive Committee disagrees, the Executive Committee will request in writing an opinion from the City Attorney, with notification to the City Council liaison and the Mayor.

Ord. No. 6146, § 1, 7-16-92; Ord. No. 6460, § 1, 7-21-94; Ord. No. 7307, § 1, 8-6-98; Ord. No. 8623, § 1, 3-23-06; Ord. No. 2017-9904, § 1, 1-12-17)
Board members are also expected to adhere to the Code of Conduct in Article V.

Section 5

The Board will adhere to all City of Irving policies and procedures relating to Boards and Commissions. The Board may adopt policies and procedures specifically for the Department and may adopt addendums or exceptions to existing City of Irving policies specifically for the Department. The Board will provide documentation of any new policies, procedures, and addendums to the City Council liaison. Any policies considered by the Board that are in direct conflict with City policies may require the review of the Office of the City Attorney and/or the authorization of the City Council before they may be adopted.

Section 6

The Board shall have a current strategic plan, which is reviewed annually and is updated at least every three years.

Section 7

The Board shall not discuss, engage in, facilitate, or condone activities that restrain competition in violation of state or federal laws or otherwise.

Section 8

Under no circumstances is any member to act or make any statement purporting to commit the Board unless given authority by a vote of the Board.

Section 9

Only the Board may act on the Board’s behalf.

ARTICLE IV. MEETINGS

Section 1

Regular Meetings: The Board shall meet monthly in regular session on dates approved by the Board and published annually. A monthly Board meeting may be omitted if authorized by the Chair.

Section 2

Special Meetings: Special meetings of the Board may be called by the Chair, or by any three (3) voting Board members, and upon written request to the Executive Director. The call for a special meeting shall specify the day and the hour of such special meeting, shall
list the subject or subjects to be considered and a public notice shall be posted at least seventy-two (72) hours before the meeting is scheduled to begin. The agenda for any special meeting shall include a designation of the person(s) who called such meeting. In accordance with state law, the notice to the public of an emergency meeting must be posted at least two (2) hours before the meeting is scheduled to begin. An emergency meeting exists only if immediate action is required of a governmental body because of an "imminent threat to public health and safety" or a "reasonably unforeseeable situation" and/or state law.

Section 3

Quorum: Six (6) of eleven (11) voting members shall constitute a quorum.

Section 4

Conducting Meetings: All meetings of the Board and its committees or task forces are conducted in accordance with the Texas Open Meetings Act in its most current version and all meetings will be posted in accordance with applicable law.

Section 5

It is the responsibility of the Executive Director to see that posting of all meetings (regular, special and committee) is correct in content; posted timely (in accordance with Texas Open Meetings Act); and distributed to all concerned.

Section 6

Meeting agendas are prepared by the Executive Director and upon request, will be submitted to the Chair of the Board for review prior to posting. The Chair may place items on the agenda or request that items be removed from the agenda, provided that the request is made to the Executive Director in writing five (5) working days prior to the meeting. Three (3) voting members of the Board may place an item(s) on the agenda, if request is made to the Executive Director in writing five (5) working days prior to the meeting. If three (3) voting members of the Board place an item on the agenda, it may not be removed by the Chair.

Copies of agendas shall be delivered to the City Secretary's Office for posting.

Section 7

Minutes of all open meetings are taken by Arts Center staff and filed appropriately by Executive director upon final approval by the Board.

Ord. No. 6146, § 1, 7-16-92; Ord. No. 6460, § 1, 7-21-94; Ord. No. 7307, § 1, 8-6-98; Ord. No. 8623, § 1, 3-23-06; Ord. No. 2017-9904, § 1, 1-12-17)
Section 8

Meetings are governed by Robert’s Rules of Order (latest edition) in all applicable cases.

Section 9

All meetings of the Board and its committees are "open" meetings unless closed. Closed meetings (executive sessions) are those that are allowed by the Texas Open Meetings Act, Chapter 551, Texas Government Code, to be closed and may include matters dealing with personnel, leases, land purchases, economic development, and litigation. All Board members may attend closed meetings (executive sessions); however, pursuant to the Open Meetings Act and Attorney General opinions, the Chair may, in limited circumstances, after consulting with the City Attorney, exclude one or more members from a closed meeting to the extent such member(s) have interests divergent to those of the Board for the specified subject of the executive session.

Section 10

Meetings will follow open meeting procedure and all applicable state and local laws, to include: call to order; roll call (may be conducted non-verbally by staff); determination of quorum (may be conducted non-verbally by staff); recognition of guests; minutes approval; acceptance of financial reports; individual action items, including a consent agenda if published; staff reports; committee reports; announcements; and adjournment.

At the Chair’s discretion, the meeting’s agenda may be adjusted to accommodate other priorities. Special Presentations may be scheduled at the Chair’s discretion and the meeting agenda amended to accommodate these presentations.

Section 11

Guests who wish to express a position on an agenda item shall be allowed to speak per the requirements of the Texas Open Meetings Act and in accordance with the City of Irving Citizen Comments Process.

Section 12

Following input from members of the public or guest(s) on any agenda item or community announcements, the proceeding will be closed to the audience and the Board will proceed with its discussion and action. The Open Meetings Act does not allow the Board to discuss or engage with speakers during public comment.

Section 13

Voting shall be by roll call by all voting members in attendance; individual votes will be recorded in the minutes.

Ord. No. 6146, § 1, 7-16-92; Ord. No. 6460, § 1, 7-21-94; Ord. No. 7307, § 1, 8-6-98; Ord. No. 8623, § 1, 3-23-06; Ord. No. 2017-9904, § 1, 1-12-17)
Section 14

Action: Under no circumstances is any member to act nor make any statement purporting to commit the Board unless given authority by a vote of the Board.

ARTICLE V. CODE OF CONDUCT

Each Board member has obligation to give his/her input into any subject being discussed by the Board. Each Board member's input should be solicited and considered. Each Board member should be made to feel his/her contribution is important.

The City of Irving Code of Ethics as adopted by Resolution No. 2014-278 is applicable to all Board members. A copy of the most recent Code of Ethics is attached hereto as Appendix A.

ARTICLE VI. ELECTIONS, OFFICERS AND DUTIES

Section 1

The Arts and Culture Board at its November meeting following the annual appointment of new members and re-appointments by the City Council shall elect from its members a Chair and Vice Chair as Officers for one-year terms and until their successors are elected. Elections are conducted by the current seated board. All voting Board members are eligible to serve as officers. Board elections may be held by voice vote, or by written ballot by all voting members in attendance; individual votes will be recorded in the minutes.

The November meeting is the last meeting for any outgoing Board members; newly appointed board members assume their duties at the following meeting.

The Chair shall, when present, preside at all meetings of the Board. The Chair shall generally provide oversight for issues requiring authorization beyond the Executive Director's for the governance of the Department of Arts and Culture, including the signing of special resolutions and other such documents requiring the Chair's signature and such other duties as may from time to time be prescribed by resolution of the Board or that are otherwise incidental to this office, including all documents that also may be forwarded to the appropriate City of Irving department.

The Chair is the Chair of the Executive Committee and shall serve as an ex officio member of all other committees and shall make all required appointments of standing and special committees.

The Vice Chair shall, in the absence of the Chair, preside over meetings of the Board and its Executive Committee and otherwise exercise all the powers and duties of the Chair. The Vice Chair is the Vice Chair of the Executive Committee and shall serve as an ex officio member of all other committees.

Ord. No. 6146, § 1, 7-16-92; Ord. No. 6460, § 1, 7-21-94; Ord. No. 7307, § 1, 8-6-98; Ord. No. 8623, § 1, 3-23-06; Ord. No. 2017-9204, § 1, 1-12-17)
At least once annually, the Chair shall call a meeting of the Board to establish goals and objectives for the Executive Director and the Department, to determine performance criteria and to review the performance of the Executive Director, and to make any determinations regarding incentive performance, as well as any opportunities for improvement. The Chair will encourage input from all Board Members in this meeting. Any direction, input or action approved by the Board as a result of this meeting will be communicated to the Executive Director either privately by the Chair or with the Board as a whole, at the Chair’s discretion.

No action by any officer shall be binding upon nor constitute an expression of the policy of the Department or Board until it has been approved by the Board.

Section 2

Board Officers shall hold offices for one (1) year and until their successors are elected. A person may hold the same office for a maximum of two consecutive years.

Section 3

In the event that a vacancy occurs in the office of Chair, the Vice Chair shall assume the duties of Chair. An election shall be held to fill the position of Vice Chair at the next regularly scheduled meeting, unless the situation warrants a special meeting be called.

Section 4

In the event that a vacancy occurs in the office of Vice Chair, the Chair may appoint a Board member temporarily to assume the duties of that office until the next regular Board meeting, at which time an election shall be held to fill the existing vacancy.

Section 5

In the event that a vacancy occurs in the offices of the Chair and Vice Chair at the same time, a special meeting may be called of the Board of Directors. If the vacancies are considered permanent, the Board shall elect from its members a Chair and Vice Chair. If the vacancies are temporary and are not expected to exceed three (3) months, the Board shall elect from its members an Acting Chair and an Acting Vice Chair.

Section 6

In the event of the absence of the Chair and Vice Chair from a meeting of the Board of Directors or the Executive Committee, the Chair of the Destination Development Committee shall serve as Chair for the meeting. In the event of the absence of the Destination Development Committee Chair, as well as the Board Chair and Vice Chair, the Community Development Committee Chair shall serve as Chair for the meeting.

Ord. No. 6146, § 1, 7-16-92; Ord. No. 6460, § 1, 7-21-94; Ord. No. 7307, § 1, 8-6-98; Ord. No. 8623, § 1, 3-23-06; Ord. No. 2017-9904, § 1, 1-12-17)
Section 7

No member of the Board of Directors has the ability to appoint or remove a person from the Board of Directors, nor does the Board as a body; this authority lies only with the City Council.

Section 8

The Board shall employ an Executive Director who shall be the chief executive officer of the Department, and in that capacity, serve as a non-voting member of the Board and all its committees. The Executive Director shall be responsible for the preparation and preservation of all records detailing the administrative affairs of the Department and the Board. The Executive Director may delegate Board committee and reporting responsibilities to other employees of the Department.

ARTICLE VII. COMMITTEES AND DUTIES

Section 1

Standing committees are appointed by order of the Chair, as are the Chairs and Vice Chairs of these. All members of the board may serve as voting members of the standing committees; however, committee membership shall not necessarily be restricted to members of the Board. However, the Chair of said standing committees shall be a member of the Board and shall be appointed by the Board Chair. Committee chairs and member appointments should be made by the Chair at the first meeting following each annual meeting of members at which the officers are elected (typically the December meeting), and their appointments are in effect for the following calendar year. The standing committee Chairs and Vice Chairs are appointed by the Chair and may serve multiple years as Chair or Vice Chair at the respective Board Chair’s discretion.

The Board Chair shall have the authority to appoint task forces, liaisons, or special committees at will; any such appointment shall report directly to the Chair and shall terminate at the end of the Chair’s term. Appointees to these task forces, liaisons or special committees shall not necessarily be restricted to members of the Board.

The Board Chair shall ensure that an orientation shall be conducted for new Board members within the first three (3) months of appointment that would include the responsibilities and accountability of the entire Board, including its oversight of the Executive Director. This orientation should be coordinated through the Executive Committee or may be conducted separately at the Chair’s discretion; all board members are welcome to attend. At the invitation of the Board Chair, newly elected members of the City Council should be encouraged to attend an orientation; all current City Council members are welcome to attend.

Ord. No. 6146, § 1, 7-16-92; Ord. No. 6460, § 1, 7-21-94; Ord. No. 7307, § 1, 8-6-98; Ord. No. 8623, § 1, 3-23-06, Ord. No. 2017-9904, § 1, 1-12-17)
No action by any committee shall be binding upon nor constitute an expression of the policy of the Department or its Board until it has been approved by the Board.

All committee reports and recommendations shall be submitted to the full Board, but they shall be deemed only advisory in nature until after they have been reviewed and confirmed by the full Board, and any actions requested taken by the full Board. If any committee deems a matter sufficiently urgent to require action before the next meeting of the full Board, it shall convey its recommendation to the Executive Committee.

Section 2

Quorum: A simple majority of members assigned to a committee shall constitute a quorum.

Section 3

Meeting agendas are prepared by the Executive Director and upon request, will be submitted to the Chair of the committee for review prior to posting. The Chair may place items on the agenda or request that items be removed from the agenda, provided that the request is made to the Executive Director in writing five (5) working days prior to the meeting. Three (3) voting members of the Board may place an item(s) on the agenda, if request is made to the Executive Director in writing five (5) working days prior to the meeting. If three (3) voting members of the Board place an item on the agenda, it may not be removed by the Chair.

Section 4

The committees meet at their discretion and shall consider such matters as are referred to them by the Board Chair or requested by the Executive Director, shall keep records of their activities and recommendations, and shall report to the Board at such intervals as required by the Board. Standing committee chairs may appoint subcommittees, liaisons, task forces or work groups to assist the committee in its responsibilities provided, however, that the leader of any such subcommittee, task force or work group or a liaison is a member of the standing committee and will report back to the standing committee.

All committee members are eligible to vote within the committee’s deliberations.

Section 5

The Board shall have the following standing committees: Executive, Destination Development, and Community Development.

Section 6

The Executive Committee will include a minimum of four (4) voting members and consists of the Chair and Vice Chair of the Board and the chair of each standing committee; If the
Immediate Past Chair remains a voting member of the Board, the Immediate Past Chair is also designated a member of the Executive Committee. The City Council liaison is also a non-voting member of the Executive Committee.

The Executive Committee shall have the authority to make recommendations to the Board as a whole to negotiate, hire, determine compensation, discipline, and dismiss the Executive Director.

If there is a temporary vacancy in the position of the Executive Director, the Executive Committee will make a recommendation to the full Board for an Interim Executive Director. If the vacancy is considered permanent, the Executive Committee will make a recommendation to the full Board for an Acting Executive Director and will determine the procedure and priorities for identifying and hiring a successor.

The Executive Committee is responsible for advising the Department on ways of enhancing board operations and effectiveness. The Executive Committee shall review and study budget requests, income, and expenditures and recommend a comprehensive budget; and study and review the management of all funds held by the Department, and generally, become familiar with any and all other matters relative to the fiscal affairs of the Department. The Executive Committee may also provide review for any other issues that may require budgetary adjustments during the course of a fiscal year.

The Executive Committee will be responsible for advising the Department on the Board’s Bylaws, Legislative Affairs, Governance and Charter issues, Board Member Orientation and Strategic Planning.

The Executive Committee may independently, or at the request of the Executive Director, obtain and consider independent compensation studies for any or all Department positions for changes in the salary structure in order for the Department to remain competitive in recruiting and retention initiatives.

Section 7

The Destination Development Committee is responsible for advising the Department on all Destination Development initiatives, including but not limited to Tourism and Public Improvement District (TPID) formulation. In this role the Destination Development Committee will be responsible for advising the Department on the development of a signature arts and culture event and making recommendations to the full board on how the Department of Arts and Culture can enhance tourism and promote the arts in Irving. The committee will also be responsible for other projects as determined by the Board Chair, or as requested by the Executive Director. Its primary goal is to Advocate for Destination-Defining Development and to Endeavor to Enhance the Visitor Experience.

Ord. No. 6146, § 1, 7-16-92; Ord. No. 6460, § 1, 7-21-94; Ord. No. 7307, § 1, 8-6-98; Ord. No. 8623, § 1, 3-23-06; Ord. No. 2017-9904, § 1, 1-12-17)
Section 8

The Community Development Committee is responsible for advising the Department on ways to increase awareness, appreciation, and support locally for the Department of Arts and Culture. Its primary goal is to enhance the community's awareness and appreciation of Irving as cultural hub for the DFW area and a Visitor Destination. This committee is responsible for the oversight of the community grants program. In this role, the Community Development Committee will advise the Department on the Community Grant programs. They will make recommendations to the full board regarding the criteria, distribution, and evaluation of these programs. This committee is responsible for other projects as determined by the Board Chair or as requested by the Executive Director.

ARTICLE VIII. COMMUNICATIONS

Matters coming from the public and from civic organizations, in order to be sure of consideration at the stated meeting of the Board, must be in writing and received by the Executive Director at the offices of the Department at least five (5) working days prior to the Board meeting.

ARTICLE IX. FISCAL AFFAIRS

Section 1

The Department shall be subject to audit by the City of Irving/its designee upon reasonable notice to the Department.

Section 2
Expenditures of hotel occupancy tax collections by the Department must be made in accordance with Texas Tax Code Chapter 351, Subchapter B, Sec. 351. 101.

Section 3
The Department may accept any contribution, gift, bequest, or device for any purpose consistent with its objectives and mission. The Department shall document receipt of all gifts and in-kind contributions and shall compile a report of same as requested by the Board.

Section 4
All fiscal affairs of the Department shall be controlled and administered in accordance with the City of Irving financial policies, and any supplemental policies established by the Board.

Ord. No. 6146, § 1, 7-16-92; Ord. No. 6460, § 1, 7-21-94; Ord. No. 7307, § 1, 8-6-98; Ord. No. 8623, § 1, 3-23-06; Ord. No. 2017-9904, § 1, 1-12-17)
ARTICLE X. INDEMNIFICATION

The City of Irving Officer and Liability Plan (Chapter 27A, Article V, Irving Code of Ordinances) provides coverage for the Executive Director for acts during the discharge of the Executive Director’s official acts within the course and scope of the office.

ARTICLE XI. EXECUTIVE DIRECTOR

Section 1

The Executive Director shall provide the Board an annual self-evaluation based on the goals and objectives established by the Board.

Section 2

With the concurrence of the Board, the Executive Committee shall have the authority to negotiate, hire, determine compensation, discipline, and dismiss the Executive Director.

The Board shall notify and involve the Office of the City Attorney in any disciplinary actions against the Executive Director.

Section 3

In the event of the temporary inability of the Executive Director to carry out his or her duties, an Acting Executive Director shall be appointed by the Executive Committee.

Section 4

At the direction of the Executive Committee, the Executive Director shall facilitate an orientation for new board appointees.

Section 5

The Executive Director shall hire all employees of the Department, set all employee job responsibilities, and provide recommendations for compensation. The Executive Director may request the Board to consider independent compensation studies for any or all Department positions for changes in the salary structure for the Department to remain competitive in recruiting and retention initiatives.

Section 6

The Executive Director shall provide direct and daily leadership and administration of the Department in its mission to generate economic growth for the City of Irving by: marketing and promoting Irving as a cultural hub for North Texas, oversight and direction of the

Ord. No. 6146, § 1, 7-16-92; Ord. No. 6460, § 1, 7-21-94; Ord. No. 7307, § 1, 8-6-98; Ord. No. 8623, § 1, 3-23-06; Ord. No. 2017-0994, § 1, 1-12-17)
operation and administration of the Department of Arts and Culture; and developing and expanding the arts and culture industry and its products.

The Executive Director reports directly to the Board and is accountable to the Board on all aspects of the performance of duties and responsibilities of the organization, the total budget of the organization, and the performance of Irving Arts Center, Irving Archives and Museum, the Ruth Paine House Museum, the Jackie Townsell Bear Creek Heritage Center and the Mustangs of Las Colinas Museum and Visitors Center. The Executive Director is responsible for implementing the long-range strategic plans of the Board and City Council, while simultaneously supporting the short-term requirements and needs of the arts and culture industry in Irving.

Section 7

The Executive Director or his/her staff designee shall serve as a non-voting member of all of the Board’s committees, standing or special, as well as of any task forces established. The Executive Director may delegate Board committee and reporting responsibilities to other employees of the Department.

ARTICLE XII. FISCAL AFFAIRS

Section 1

The Executive Director shall submit a proposed annual budget to the Board on the forms and on a schedule to coincide with the City of Irving budget process. The Department’s fiscal year coincides with the City of Irving fiscal year and shall begin on October 1 and end on the following September 30. The Department’s annual budget shall be approved by the Board no later than June 30 each year and submitted to the Irving City Council for its review and authorization.

The budget submittal will also include a Strategic Plan (Program of Work) for the Department and Performance Goals.

The budget submittal will also include the budget for Irving Arts Center, Irving Archives and Museum, the Ruth Paine House Museum, the Jackie Townsell Bear Creek Heritage Center and the Mustangs of Las Colinas Museum and Visitors Center including a detailed Capital Improvement Program budget.

Section 2

The Executive Director shall provide the Board with Financial Reports for the Department monthly, in the formats required by the Government Accounting Standards Board (GASB) and the City of Irving.

Ord. No. 6146, § 1, 7-16-92; Ord. No. 6460, § 1, 7-21-94; Ord. No. 7307, § 1, 8-6-98; Ord. No. 8623, § 1, 3-23-06; Ord. No. 2017-9904., § 1, 1-12-17)
Section 3

The Department shall be subject to audit by the City of Irving/its designee upon reasonable notice to the Department.

Section 4

Expenditures of hotel occupancy tax collections by the Department must be made in accordance with Texas Tax Code Chapter 351. Municipal Hotel Occupancy Taxes, Subchapter B. Use and Allocation of Revenue, Sec. 351. 101.Use of Tax Revenue.

Section 5

The Department may accept any contribution, gift, bequest, or device for any purpose consistent with its objectives and mission. The Department shall document receipt of all gifts and in-kind contributions and shall compile a report of same as requested by the Board.

Section 6

All fiscal affairs of the Department shall be controlled and administered in accordance with the City of Irving financial policies, and any supplemental policies established by the Board.

Ord. No. 6146, § 1, 7-16-92; Ord. No. 6460, § 1, 7-21-94; Ord. No. 7307, § 1, 8-6-98; Ord. No. 8623, § 1, 3-23-06; Ord. No. 2017-904, § 1, 1-12-17)
BY-LAWS

ARTICLE I. ORGANIZATION & MEMBERSHIP
ARTICLE II. ELECTIONS & OFFICERS
ARTICLE III. MEETINGS OF THE BOARD
ARTICLE IV. COMMITTEE, TASK FORCES, AND SPECIAL COMMITTEES
ARTICLE V. BOARD ACTION
ARTICLE VI. PARLIAMENTARY PROCEDURE
ARTICLE VII. EXECUTIVE DIRECTOR

Revised: August 2006
CITY OF IRVING ARTS BOARD
BY-LAWS

(Established by Ordinance Number 3503 dated August 14, 1980, and in compliance with City Council Resolution Number 11-13-75-341).

ARTICLE I. ORGANIZATION AND MEMBERSHIP

Section 1. The Arts Board of the City of Irving shall consist of eleven (11) voting members and two (2) non-voting ex-officio members as listed in the Ordinance establishing this Board, (Ordinance 3503, Section 3), and amended by Ordinance expanding board size. (Ordinance 8623).

Section 2. It shall be the duty of each member of the Board to take an active part in the deliberations of the Board and to act in whatever capacity he may be called.

Section 3. If an appointee is absent at three (3) consecutive regularly scheduled meetings or if an appointee is absent from fifty percent (50%) of the regularly scheduled meetings within a twelve (12) month period, without a valid reason as defined in City Council Resolution No. 11-13-75-341, the appointee shall be automatically divested of the appointment and a vacancy shall be declared and the City Council shall fill said vacancy. (City Council Resolution Number 11-13-75-341)

Section 4. In the spirit of serving all the arts of the City of Irving, a member may not concurrently serve on the board of a resident arts organization.

Section 5. In addition to the background information required by the City of Irving’s Application for Boards, Commissions and Committees, Board Members are required to submit a Conflict of Interest Disclosure Statement annually (to coincide with the appointment and officer elections, or within 30 days of appointment to the Irving Arts Board). The Executive Director will retain file copies of all statements. It is understood that Conflicts of Interest on individual issues or items may arise throughout the year that may not otherwise be assumed at the time the statement is signed. As these Conflicts arise, Board members are required to provide a revised Conflict of Interest Disclosure Statement that will replace the document on file.

In the event that a Board member’s statement indicates a potential conflict of interest, the Executive Director will notify the Chair. (In the event the statement is that of the Chair, the Vice Chair will be notified.) Should the Chair determine there is a conflict noted that may cause detriment to the organization, the Chair will meet with the Board member, review the noted conflict and determine an appropriate course of action. If the Board member in question does not agree there is a conflict, the Executive Director will request in writing an opinion from the City Attorney, with notification to the City Council liaison/s.

If any member of the Board perceives another member has a conflict of interest, he/she is required to notify the Chair in writing (or the Vice Chair, if the perceived conflict resides

Revised: August 2006 Council Resolution No. 11-16-06-426
with the Chair) of the perceived conflict. The Executive Director will provide a copy of the statement of the Board member in question to the Chair; if the Board member in question has indicated no Conflicts of Interest, the Chair will meet with said Board member to review the issue that has been raised. If the Board member in question does not agree there is a conflict, the Executive Director will request in writing an opinion from the City Attorney, with notification to the City Council liaison/s.

ARTICLE II. ELECTIONS AND OFFICERS

Section 1. The Board, at its first regular meeting following the annual appointment of new members and re appointments by the City Council, shall elect from its members a Chairman, Vice-Chairman, and Secretary, who shall be the officers of the Board and shall serve for one-year terms and until their successors are elected.

Section 2. Officers shall hold office for one (1) year and until their successors are elected. The Chairman may hold office for two (2) consecutive terms, after which one term must elapse before the same person may be eligible for re-election to such office.

Section 3. If a vacancy occurs in the office of Chairman, the Vice-Chairman shall assume the duties of Chairman until the next regular meeting of the Board. At that time an

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election shall be held to fill the existing vacancy or any other vacancy that may occur.

Section 4. If a vacancy occurs in the office of Vice-Chairman or Secretary, the Chairman may appoint a Board member temporarily to assume the duties of that office until the next regular Board meeting, at which time an election shall be held to fill the existing vacancy or vacancies.

ARTICLE III. MEETINGS OF THE BOARD

Section 1. Regular Meetings: The Board shall meet in regular session on the third Monday of each month. Should the third Monday fall on a holiday or a day which is impractical for a meeting as determined by the Chairman or Acting Chairman, a substitute day for the regular meeting will be announced at the earliest practical time to permit all requirements for notice of public meetings under Texas law to be met. Section 2. Special Meetings: A special meeting shall be a meeting other than a regularly scheduled Board meeting and may be called to consider items which must be addressed between regularly scheduled Board meetings due to time constraints or emergency considerations with respect to personnel, legal or other time sensitive issues. A special meeting shall be called by the Chairman or upon written request of at least two members of the Board.

Section 3. Quorum: Six (6) members shall constitute a quorum of the Board.

Section 4. All meetings shall be conducted in compliance with the Texas Open Meetings Law as amended.

ARTICLE IV. COMMITTEES, TASK FORCES, AND SPECIAL COMMITTEES

Section 1. From time to time as the need arises the Board may appoint such committees, task forces and/or special committees as it deems necessary in the conducting of business of the Board.

Section 2. Committees. The Board shall establish three (3) standing committees: a Finance Committee, a Performing Arts Committee and a Visual Arts Committee. All members of these committees shall be members of the Board. The Chairman and membership of each committee shall be appointed by the Chairman of the Board and shall serve for a term of one (1) year and until their successor is appointed.

Section 3. Finance Committee. This committee is charged with the responsibility of reviewing Financial Reports with the Executive Director on a monthly basis and being abreast of deviations from the budget. Reviewing all information or activities with financial ramifications and making recommendations to the Board with respect to the approval of monthly Financial Statements, awarding of grants, approval of contracts, monitoring of all financial activity and the development of the Annual Budget.
Section 4. Performing Arts Committee. This committee is charged with reviewing the performing arts activities presented directly by the City of Irving for which the Irving Arts Board’s initial approval is required.

Section 5. Visual Arts Committee. This committee is charged with reviewing the visual arts programming including exhibitions in the Carpenter Hall and Dupree Theater Lobbies, the New Talent Gallery, the Main Gallery and the Sculpture Garden as well as any future exhibition areas. Particular attention will be given to exhibitions directly provided by the Irving Arts Center.

Section 6. Task Forces. The Chairman of the Board may from time to time appoint a task force(s) to address some specific issue or need. A member of the Board must be appointed as the Chairman of a given task force; however, membership of a given task force may include both members of the Board and non-members. The Chairman of the Arts Board shall appoint the chairman of the task forces. Task force members serve on the task force until its work is completed. The task force will terminate upon the completion of its assignment. The authority of a given task force is to investigate or research a given topic, develop potential solutions and submit recommendations for the Board’s consideration, modification, if necessary, and finally adoption.

Section 7. Special Committees. The Chairman of the Board may from time to time appoint a special committee to address a unique situation for which the task force approach may be inappropriate or not suitable. If such a special committee is required the Board shall determine its composition and authorities consistent with these By-Laws.

**ARTICLE V BOARD ACTION**

Section 1. The Board shall have authority to approve motions, proposals and resolutions for the purpose of conducting its business and carrying out the purposes, duties, and responsibilities of the Board. A majority of the members present at a meeting at which the requisite quorum is present shall be required to carry a motion, proposal, resolution or other official Board action.

Section 2. No individual member or members shall have authority to bind the Board.

Revised: August 2006
ARTICLE VI. PARLIAMENTARY PROCEDURES

In the conduct of meetings, the Board shall follow general parliamentary procedures.

ARTICLE VII. EXECUTIVE DIRECTOR

Section 1. By virtue of the authority granted to the Irving Arts Board as defined by Ordinance 3503, the Irving Arts Board shall employ an Executive Director to execute the policies, resolutions and required business functions of the Irving Arts Board and Arts Center.

Section 2. The Executive Director shall have the authority to enforce the policies, represent the Board before City Council and any other body, and to take all necessary legal actions to accomplish the duties directed by the Board.

Section 3. The Executive Director shall have the authority to employ and dismiss staff members of the Irving Arts Center within the established City of Irving Personnel Policies and Procedures. The Executive Director is the sole employee of the Board. All other personnel matters are the responsibility of the Executive Director. Further, the Executive Director shall have the authority to designate specific authorities to other staff individuals as he/she deems appropriate to accomplish board objectives; however, the Executive Director is ultimately responsible for all activities of the staff.

Section 4. The Executive Director shall provide the board with all appropriate and timely information so as to enable the Board to make timely and informed decisions. This information includes but it is not limited to the following: agendas and supporting documentation for all meetings, financial information concerning all aspects of Board and Arts Center operations, an annual budget as well as any other information requested by the Board.

Section 5. The Board, acting as a “committee of the whole,” shall review the performance of the Executive Director on an annual basis in the anniversary month of his/her employment. A written copy of this performance evaluation will be provided to the Executive Director within thirty (30) days from the date of the evaluation and a copy of the evaluation will also be placed in his/her personnel file.

Revised: August 2006
IRVING ARTS AND CULTURE
BOARD OF DIRECTORS
BYLAWS

ARTICLE I. PURPOSE

The Irving Department of Arts and Culture (hereafter "the Department") and its Board (hereinafter "the Board") were established by Ordinance No. 3903 on August 14, 1980. (Chapter 16B of The Code of Civil and Criminal Ordinances of the City of Irving, Texas.) The Ordinance establishes that the Department shall function as a separate entity from the City of Irving, but it shall remain responsible only to the Irving City Council (hereafter "the City Council") and shall have the following duties:

(a) To make recommendations to the City Council concerning the acquisition of sites and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of auditoriums, galleries, museums, and civic theaters, historic properties, and civic theaters, plus debt service.

(b) The encouragement, promotion, improvement, and application of arts, including but not limited to: music (instrumental and vocal), dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic arts, craft arts, motion pictures, television, radio, tape and sound recording, and the presentation, performance, execution, and exhibition of these major art forms and other activities for which hotel occupancy taxes may be used and proved by the state law.

(c) The encouragement, promotion, improvement, and application of humanities-based cultural endeavors, including but not limited to: historic preservation, collecting and preservation of archives, art and artifacts, exhibition, interpretation, programming and display of humanities topics and other activities for which hotel occupancy taxes may be used and proved by state law.

(d) Employ an Executive Director who shall be the chief administrator of the Department of Arts and Culture of the City of Irving.

(e) Implement policies approved by City Council.

The Board further has designated its purpose by the adoption of a mission statement. As the Board may act in the future to amend this mission, the Bylaws will be considered updated immediately upon the action of the Board to adopt a new mission.

The mission of the Organization is to engage visitors through thought-provoking programs and dynamic exhibits that explore the history, the arts, and the evolving culture of our community and region and to serve the citizens of Irving through the support and development of artistic and humanities-based opportunities.

ARTICLE II. RULES GOVERNING BOARDS AND COMMISSIONS

The Board operates within the guidelines set out within the City Charter and the City of Irving Code of Civil and Criminal Ordinances.
For the City Charter, Article IX – GENERAL PROVISIONS, Sec. 10 – independent boards:

The City Council may by ordinance provide that the management and operation of the Department shall be conducted independently of the office of city manager and the general management of the city. Such ordinance may provide that the Board shall have the exclusive right to appoint, remove and supervise the Executive Director of the Department and may give the Executive Director the exclusive authority to hire, discharge and supervise the employees of the Department.

The Board of the Department shall recommend to the City Council the Department’s annual budget and the manner and use of the expenditures and allocation of Department revenues and funds. Final approval of the Department budget and the expenditure of Department funds, as well as the classification and salary structure of Department employees, shall be recommended by the Board and shall be the sole responsibility and prerogative of the City Council.

By approval of the Department’s annual budget, its expenditures and allocation of Department revenues and funds, administrative services required by other city departments in support of the approved budget are authorized.

ARTICLE III. ORGANIZATION AND MEMBERSHIP

Section 1
The governance of the Department shall be vested in the Board as provided in these Bylaws. The Board shall set policy for and oversee the Department’s operations on behalf of the Irving City Council. The Board shall have the authority to adopt and enforce such policies, procedures and regulations as deemed appropriate to the Department, the visitor industry, and the City of Irving. Members of the Board shall serve without compensation.

Membership shall consist of the following: a thirteen (13) member Board of Directors: eleven (11) voting members, and two (2) representatives from the hotel/motel industry who shall be non-voting members.

The eleven (11) voting members who shall not concurrently serve on the Board of a Resident Organization and must be residents of the City of Irving, eligible to vote in city elections. There is no residency requirement for the representatives of the hotel/motel industry.

All voting members of the Board shall serve for a period of two (2) years, unless sooner removed. Voting members of the Irving Arts and Culture Board shall serve no more than three (3) full consecutive terms. When a member is appointed to complete a partial term, that partial term shall not count in computing the three (3) full consecutive terms. Non-voting and/or ex officio members may not be limited to three (3) consecutive terms, except that the one (1) non-voting member who is a past Board member should serve no more than one (1) full term; the Board may recommend to the City Council that the one (1) non-voting member who is a past Board member may serve a second full consecutive term.
The Eleven (11) voting members shall occupy a place on the Board, such places being numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11. The terms of office for places 1, 3, 5, 7 and 9, shall expire on odd-numbered years and the terms of office for places 2, 4, 6, 8, and 10 shall expire on even-numbered years; the representatives from the hotel/motel industry shall occupy places 12 and 13.

The terms of office for all non-voting members of the Board will be defined by their terms of service as chairs of their respective entities or as designated by their respective entities.

In addition, the Board requests that the Mayor designate a member of the City Council to serve as City Council liaison to the Board, whose service is requested to ensure the Council’s priorities are aligned with the Board’s and to ensure the industry’s priorities and concerns are conveyed to the Council. It is requested that the Council liaison be an active participant in the Board’s regular meetings, including that of its Executive Committee.

Section 2
It shall be the duty of each member of the Board to take an active part in the deliberations of the Board and to act in whatever capacity he/she may be called.

It also shall be the duty of each Voting Member of the Board to actively participate in at least one committee of the Board each year.

Section 3
If a Board member is absent from three (3) consecutive regularly scheduled meetings within a twelve-month period without providing notice to the staff liaison, the Board member shall immediately forfeit the Board position. Enforcement of these attendance provisions are at the discretion of the City Council. Attendance rolls will be provided to the Office of the City Secretary annually or as otherwise requested. (Chapter 38, Sec. 38-5 Attendance of The Code of Civil and Criminal Ordinances of the City of Irving, Texas.)

Section 4
In the spirit of serving all of the City of Irving, a Board member may not concurrently serve on the Board of a related organization that creates a conflict of interest and should avoid any conflict of interest. Board members shall act in good faith, with undivided loyalty to the Department and with the high degree of diligence, care, and skill which reasonably prudent persons would exercise in the conduct of their own affairs. Members of the Board may not take advantage of their positions, nor the knowledge gained there from, for private gain or other personal advantage, whether for themselves, their families or anyone else with whom they have a direct or indirect personal or financial interest, to the detriment of the Department.

Board members must reveal conflicts of interest and apparent conflicts of interest which may exist through the disclosure of interests and activities, such as: serving on the board of a resident organization, the ownership, direct or indirect, of a financial or other interest in organizations supplying goods or services to the Department, or in the organizations which provide services competitive with the Department; the receipt or acceptance of benefits from any organization doing, or seeking to do, business with the Department or with a competitor of the Department; or participation in or taking advantage of any business opportunity or activity in which the Department has an interest or which may be
competitive with the Department.

In addition to the background information required by the City of Irving's Application for Boards, Commissions and Committees, to assure compliance with applicable State law and City ordinances, Board Members are required to submit a Conflict of Interest Disclosure Statement annually (or within 30 days of appointment to the Arts and Culture Board) to the Chair. The Department will retain file copies of all statements, which are documents of public record. It is understood that Conflicts of Interest on individual issues or items may arise throughout the year that may not otherwise be assumed at the time the statement is signed. As these conflicts arise, Board members are required to provide a revised Conflict of Interest Disclosure Statement that will replace the document on file.

The Executive Committee will review the statements upon submission. Should there be a determination there is a conflict noted that may cause detriment to the organization, the Executive Committee will meet with the Board member in question, review the noted conflict and determine an appropriate course of action. If requested by the Chair, or if the Board member in question does not agree there is a conflict and the Executive Committee disagrees, the Executive Committee will request in writing an opinion from the City Attorney, with notification to the City Council liaison and the Mayor.

If any member of the Board perceives another member has a conflict of interest, the Chair must be notified in writing of the perceived conflict. The Executive Committee will meet with the Board member in question to review the issue that has been raised. If requested by the Chair, or if the Board member in question does not agree there is a conflict and the Executive Committee disagrees, the Executive Committee will request in writing an opinion from the City Attorney, with notification to the City Council liaison and the Mayor.

Section 5
The Board will adhere to all City of Irving policies and procedures relating to Boards and Commissions. The Board may adopt policies and procedures specifically for the Department and may adopt addendums or exceptions to existing City of Irving policies specifically for the Department. The Board will provide documentation of any new policies, procedures, and addendums to the City Council liaison. Any policies considered by the Board that are in direct conflict with City policies may require the review of the Office of the City Attorney and/or the authorization of the City Council before they may be adopted.

Section 6
The Board shall have a current strategic plan, which is reviewed annually and is updated at least every three years.

Section 67
The Board shall not discuss, engage in, facilitate, or condone activities that restrain competition in violation of state or federal laws or otherwise.

Section 78
Under no circumstances is any member to act or make any statement purporting to commit the Board unless given authority by a vote of the Board.

Section 89
Only the Board may act on the Board's behalf.
ARTICLE IV. MEETINGS

Section 1
Regular Meetings: The Board shall meet monthly in regular session on dates approved by the Board and published annually. A monthly Board meeting may be omitted if authorized by the Chair.

Section 2
Special Meetings: Special meetings of the Board may be called by the Chair, or by any three (3) voting Board members, and upon written request to the Executive Director. The call for a special meeting shall specify the day and the hour of such special meeting, shall list the subject or subjects to be considered and a Public Notice shall be posted at least 72 hours before the meeting is scheduled to begin. The agenda for any special meeting shall include a designation of the person(s) who called such meeting. In accordance with state law, the notice to the public of an emergency meeting must be posted at least two hours before the meeting is scheduled to begin. An emergency meeting exists only if immediate action is required of a governmental body because of an "imminent threat to public health and safety" or a "reasonably unforeseeable situation" and/or state law.

A Special Meeting will be called at least once annually to review the performance of the Executive Director.

Section 3
Quorum: Six (6) of eleven (11) voting members shall constitute a quorum.

Section 4
Conducting Meetings: All meetings of the Board and its committees or task forces are conducted in accordance with the Texas Open Meetings Act in its most current version and all meetings will be posted in accordance with applicable law.

Section 5
It is the responsibility of the Executive Director to see that posting of all meetings (regular, special and committee) is correct in content; posted timely (in accordance with Texas Open Meetings Act); and distributed to all concerned.

Section 6
Meeting agendas are prepared by the Executive Director and upon request, will be submitted to the Chair of the Board for review prior to posting. The Chair may place items on the agenda or request that items be removed from the agenda, provided that the request is made to the Executive Director in writing five (5) working days prior to the meeting. Three (3) voting members of the Board may place an item(s) on the agenda, if request is made to the Executive Director in writing five (5) working days prior to the meeting. If three voting members of the Board place an item on the agenda, it may not be removed by the Chair.

Copies of agendas shall be delivered to the City Secretary’s office for posting.

Section 7
Minutes of all open meetings are taken and filed appropriately.
Section 8
Meetings are governed by Robert’s Rules of Order (latest edition) in all applicable cases.

Section 9
All meetings of the Board and its committees are "open" meetings unless closed. Closed meetings (executive sessions) are those that are allowed by state statute to be closed and may include matters dealing with personnel, leases, land purchases, economic development, and litigation. All Board members may attend closed meetings (executive sessions); however, pursuant to the Open Meetings Act and Attorney General opinions, the Chair may exclude one or more members from a closed meeting.

Section 10
Meetings will follow open meeting procedure and all applicable state and local laws, to include: call to order; roll call (may be conducted non-verbally by staff); determination of quorum (may be conducted non-verbally by staff); recognition of guests; minutes approval; acceptance of financial reports; individual action items, including a consent agenda if published; staff reports; committee reports; announcements; and adjournment.

At the Chair’s discretion, the meeting’s agenda may be adjusted to accommodate other priorities. Special Presentations may be scheduled at the Chair’s discretion and the meeting agenda amended to accommodate these presentations.

Section 11
Guests wishing to express a position on an agenda item shall be allowed to speak per the requirements of the Texas Open Meetings Act and in accordance with the City of Irving Citizen Comments Process.

Section 12
Following input from guest(s) on any agenda item, the discussion will be closed to the audience and the Board will proceed with its discussion and action.

Section 13
Voting: Voting shall be by hand vote, or by written ballot by all voting members in attendance; individual votes will be recorded in the minutes.

Section 14
In the case of extraordinary or exigent events that may occur between meetings, when action to protect the interests of the organization is required and cannot wait until the next regularly scheduled meeting, a special meeting may be called with the appropriate notifications, and actions taken as posted, provided a quorum of all voting Board members is present for any actions.

Section 14
Action: Under no circumstances is any member to act nor make any statement purporting to commit the Board unless given authority by a vote of the Board.
ARTICLE V. CODE OF CONDUCT

Each Board member has obligation to give his/her input into any subject being discussed by the Board. Each Board member's input should be solicited and considered. Each Board member should be made to feel his/her contribution is important.

The City of Irving Code of Ethics as adopted by Resolution No. 2014-278 is applicable to all Board members.

ARTICLE VI. ELECTIONS, OFFICERS AND DUTIES

Section 1
The Arts and Culture Board at its November meeting following the annual appointment of new members and re-appointments by the City Council shall elect from its members a Chair, Vice Chair, and Secretary as Officers for one-year terms and until their successors are elected. Elections are conducted by the current seated board. All voting Board members are eligible to serve as officers. Board elections may be held by hand vote, or by written ballot by all voting members in attendance; individual votes will be recorded in the minutes.

The November meeting is the last meeting for any outgoing Board members; newly appointed board members assume their duties at the following meeting.

The Chair shall, when present, preside at all meetings of the Board. The Chair shall generally provide oversight for issues requiring authorization beyond the Executive Director's for the governance of the Department of Arts and Culture, including the signing of special resolutions and other such documents requiring the Chair's signature and such other duties as may from time to time be prescribed by resolution of the Board or that are otherwise incidental to this office, including all documents that also may be forwarded to the appropriate City of Irving department.

The Chair is the Chair of the Executive Committee and shall serve as an ex officio member of all other committees and shall make all required appointments of standing and special committees.

The Vice Chair shall, in the absence of the Chair, preside over meetings of the Board and its Executive Committee and otherwise exercise all the powers and duties of the Chair. The Vice Chair is the Vice Chair of the Executive Committee and shall serve as an ex officio member of all other committees.

At least once annually, the Chair shall call a Special Meeting of the Board to establish goals and objectives for the Executive Director and the Department, to determine performance criteria and to review the performance of the Executive Director, and to make any determinations regarding incentive performance, as well as any opportunities for improvement. The Chair will encourage input from all Board Members in this meeting. Any direction, input or action approved by the Board as a result of this meeting will be communicated to the Executive Director either privately by the Chair or with the Board as a whole, at the Chair's discretion.
No action by any officer shall be binding upon nor constitute an expression of the policy of the Department or Board until it has been approved by the Board.

Section 2
Board Officers shall hold offices for one (1) year and until their successors are elected. A person may hold the same office for a maximum of two consecutive years.

Section 3
In the event that a vacancy occurs in the office of Chair, the Vice Chair shall assume the duties of Chair. An election shall be held to fill the position of Vice Chair at the next regularly scheduled meeting, unless the situation warrants a special meeting be called.

Section 4
In the event that a vacancy occurs in the office of Vice Chair, the Chair may appoint a Board member temporarily to assume the duties of that office until the next regular Board meeting, at which time an election shall be held to fill the existing vacancy.

Section 5
In the event that a vacancy occurs in the offices of the Chair and Vice Chair at the same time, a special meeting may be called of the Board of Directors. If the vacancies are considered permanent, the Board shall elect from its members a Chair and Vice Chair. If the vacancies are temporary and are not expected to exceed three (3) months, the Board shall elect from its members an Acting Chair and an Acting Vice Chair.

Section 6
In the event of the absence of the Chair and Vice Chair from a meeting of the Board of Directors or the Executive Committee, the Chair of the Destination Development Committee shall serve as Chair for the meeting. In the event of the absence of the Destination Development Committee Chair, as well as the Board Chair and Vice Chair, the Community Engagement Committee Chair shall serve as Chair for the meeting.

Section 7
No member of the Board of Directors has the ability to appoint or remove a person from the Board of Directors, nor does the Board as a body; this authority lies only with the City Council.

Section 8
The Board shall employ an Executive Director who shall be the chief executive officer of the Department, and in that capacity, serve as a non-voting member of the Board and all its committees. The Executive Director shall be responsible for the preparation and preservation of all records detailing the administrative affairs of the Department and the Board. The Executive Director may delegate Board committee and reporting responsibilities to other employees of the Department.
ARTICLE VII. COMMITTEES AND DUTIES

Section 1
Standing committees are appointed by order of the Chair, as are the Chairs and Vice Chairs of these. All members of the board may serve as voting members of the standing committees; however, committee membership shall not necessarily be restricted to members of the Board. However, the Chair of said standing committees shall be a member of the Board and shall be appointed by the Board Chair. Committee chairs and member appointments should be made by the Chair at the first meeting following each annual meeting of members at which the officers are elected (typically the December meeting), and their appointments are in effect for the following calendar year. The standing committee Chairs and Vice Chairs are appointed by the Chair and may serve multiple years as Chair or Vice Chair at the respective Board Chair’s discretion.

The Board Chair shall have the authority to appoint task forces, liaisons, or special committees at will; any such appointment shall report directly to the Chair and shall terminate at the end of the Chair’s term. Appointees to these task forces, liaisons or special committees shall not necessarily be restricted to members of the Board.

The Board Chair shall ensure that an orientation shall be conducted for new Board members within the first three months of appointment that would include the responsibilities and accountability of the entire Board, including its oversight of the Executive Director. This orientation should be coordinated through the Executive Committee or may be conducted separately at the Chair’s discretion; all board members are welcome to attend. At the invitation of the Board Chair, newly elected members of the City Council should be encouraged to attend an orientation; all current City Council members are welcome to attend.

No action by any committee shall be binding upon nor constitute an expression of the policy of the Department or its Board until it has been approved by the Board.

All committee reports and recommendations shall be submitted to the full Board, but they shall be deemed only advisory in nature until after they have been reviewed and confirmed by the full Board, and any actions requested taken by the full Board. If any committee deems a matter sufficiently urgent to require action before the next meeting of the full Board, it shall convey its recommendation to the Executive Committee.

Section 2
The committees meet at their discretion and shall consider such matters as are referred to them by the Board Chair or requested by the Executive Director, shall keep records of their activities and recommendations, and shall report to the Board at such intervals as required by the Board. Standing committee chairs may appoint subcommittees, liaisons, task forces or work groups to assist the committee in its responsibilities provided, however, that the leader of any such subcommittee, task force or work group or a liaison is a member of the standing committee and will report back to the standing committee.

All committee members are eligible to vote within the committee’s deliberations.
Section 3
The Board shall have the following standing committees: Executive, Destination Development, and Community Engagement.

Section 4
The Executive Committee will include a minimum of seven (4) voting members and consists of the Chair and Vice Chair of the Board and the chair of each standing committee; If the Immediate Past Chair remains a voting member of the Board, the Immediate Past Chair is also designated a member of the Executive Committee. The City Council liaison is also a non-voting member of the Executive Committee.

The Executive Committee shall have the authority to make recommendations to the Board as a whole to negotiate, hire, determine compensation, discipline, and dismiss the Executive Director.

If there is a temporary vacancy in the position of the Executive Director, the Executive Committee will make a recommendation to the full Board for an Interim Executive Director. If the vacancy is considered permanent, the Executive Committee will make a recommendation to the full Board for an Acting Executive Director and will determine the procedure and priorities for identifying and hiring a successor.

The Executive Committee is responsible for enhancing board operations and effectiveness. The Executive Committee shall review and study budget requests, income, and expenditures and recommend a comprehensive budget; review and study required audits and report on same; study and review the management of all funds held by the Department and submit reports and recommendations regarding same; review the insurance programs of the Department and submit reports and recommendations regarding same; and generally become familiar with any and all other matters relative to the fiscal affairs of the Department and submit such reports and recommendations as it deems necessary and appropriate. The Executive Committee may also provide review for any other issues that may require budgetary adjustments during the course of a fiscal year.

The Executive Committee will be responsible for the Board’s Bylaws, Legislative Affairs, Governance and Charter issues, Board Member Orientation and Strategic Planning.

The Executive Committee may independently, or at the request of the Executive Director, obtain and consider independent compensation studies for any or all Department positions for changes in the salary structure in order for the Department to remain competitive in recruiting and retention initiatives.
Section 5
The Destination Development Committee is responsible for all Destination Development initiatives, including but not limited to Tourism and Public Improvement District (TPID) formulation and other projects as determined by the Board Chair, or as requested by the Executive Director. Its primary goal is to Advocate for Destination-Defining Development and to Endeavor to Enhance the Visitor Experience.

Section 6
The Community Engagement Committee is responsible for increasing awareness, appreciation and support for the Department of Arts and Culture. Its primary goal is to Enhance the Community’s Awareness and Appreciation of Irving as cultural hub for the DFW area and a Visitor Destination. This committee is responsible for and other projects as determined by the Board Chair or as requested by the Executive Director.

ARTICLE VIII. COMMUNICATIONS

Matters coming from the public and from civic organizations, in order to be sure of consideration at the stated meeting of the Board, must be in writing and received by the Executive Director at the offices of the Department at least five (5) working days prior to the Board meeting.

ARTICLE IX. EXECUTIVE DIRECTOR

Section 1
The Executive Director shall provide direct and daily leadership and administration of the Department in its mission to generate economic growth for the City of Irving by: marketing and promoting Irving as a cultural hub for North Texas, oversight and direction of the operation and administration of the Department of Arts and Culture; and developing and expanding the arts and culture industry and its products.

The Executive Director reports directly to the Board and is accountable to the Board on all aspects of the performance of duties and responsibilities of the organization, the total budget of the organization, and the performance of Irving Arts Center, Irving Archives and Museum, the Ruth Paine House Museum, the Jackie Townsell Bear Creek Heritage Center and the Mustangs of Las Colinas Museum and Visitors Center.

The Executive Director is responsible for implementing the long-range strategic plans of the Board and City Council, while simultaneously supporting the short-term requirements and needs of the arts and culture industry in Irving.

Section 2
The Executive Director or his/her staff designee shall serve as a non-voting member of all of the Board’s committees, standing or special, as well as of any task forces established. The Executive Director may delegate Board committee and reporting responsibilities to other employees of the Department.
Section 3
The Executive Director shall provide the Board an annual self-evaluation based on the goals and objectives established by the Board.

Section 4
With the concurrence of the Board, the Executive Committee shall have the authority to negotiate, hire, determine compensation, discipline, and dismiss the Executive Director.

The Board shall notify and involve the Office of the City Attorney in any disciplinary actions against the Executive Director.

Section 5
In the event of the temporary inability of the Executive Director to carry out his or her duties, an Acting Executive Director shall be appointed by the Executive Committee.

Section 6
At the direction of the Board Chair, the Executive Director shall facilitate an orientation for new board appointees.

Section 7
The Executive Director shall hire all employees of the Department, set all employee job responsibilities, and provide recommendations for compensation. The Executive Director may request the Board to consider independent compensation studies for any or all Department positions for changes in the salary structure for the Department to remain competitive in recruiting and retention initiatives.

ARTICLE X. FISCAL AFFAIRS

Section 1
The Executive Director shall submit a proposed annual budget to the Board on the forms and on a schedule to coincide with the City of Irving budget process. The Department’s fiscal year coincides with the City of Irving fiscal year and shall begin on October 1 and end on the following September 30. The Department’s annual budget shall be approved by the Board no later than June 30 each year and submitted to the Irving City Council for its review and authorization.

The budget submittal will also include a Marketing Plan (Program of Work) for the Department and Performance Goals.

The budget submittal will also include the budget for Irving Arts Center, Irving Archives and Museum, the Ruth Paisley House Museum, the Jackie Townsel Bear Creek Heritage Center and the Mustangs of Las Colinas Museum and Visitors Center including a detailed Capital Improvement Program budget.

Section 2
The Executive Director shall provide the Board with Financial Reports for the Department monthly, in the formats required by the Government Accounting Standards Board (GASB) and the City of Irving.
Section 3
The Department shall be subject to audit by the City of Irving/its designee upon reasonable notice to the Department.

Section 4
Expenditures of hotel occupancy tax collections by the Department must be made in accordance with Texas Tax Code Chapter 351. Municipal Hotel Occupancy Taxes, Subchapter B. Use and Allocation of Revenue, Sec. 351.101. Use of Tax Revenue.

Section 5
The Department may accept any contribution, gift, bequest, or device for any purpose consistent with its objectives and mission. The Department shall document receipt of all gifts and in-kind contributions and shall compile a report of same as requested by the Board.

Section 6
All fiscal affairs of the Department shall be controlled and administered in accordance with the City of Irving financial policies, and any supplemental policies established by the Board.

ARTICLE XI. INDEMNIFICATION
The City of Irving Officer and Liability Plan (Chapter 27A, Article V, Irving Code of Ordinances) provides coverage for members of the Board for acts during the discharge of the member's official duties within the course and scope of the office.

ARTICLE XII. AMENDMENTS
The bylaws listed here, with the exception of those established by Ordinance No. 2414 dated November 9, 1972;
Resolution -- Approving an Expenditure with Mart, Inc. in the Amount of $150,975.00 for the Trinity Railway Express (TRE) O'Connor Road Bridge Lead-Based Paint Stabilization, Encapsulation and Re-Painting Project through the Interlocal Purchasing System (TIPS) Program

Administrative Comments
1. This item is recommended by the Capital Improvement Program Department and supports Future in Focus: Safe and Beautiful City - Safeguard public safety, security, and health.
2. Impact: This project provides a painted finish of the TRE bridge at O'Connor Road.
3. The scope of work includes the removal, collection, and proper disposal of loose paint and rust. An epoxy paint will encapsulate the remaining lead-based paint to provide a painted, finished surface. This project will complement a future mural painting of adjacent concrete bridge abutments and retaining walls.
4. Pending the Dallas Area Rapid Transit (DART) Board approval, funding for half the cost of this work would be reimbursed from DART.
5. A Vendor/Member contract between the City of Irving and Mart Inc., was approved on June 8, 2023, by RES-2023-223. The contract supports utilization of TIPS Contract No. 23010402 for Trades, Labor, and Materials (JOC), which expires on April 30, 2025.
6. Funding in the amount of $150,975.00 is available in the General Non Bond CIP Fund.

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: Yes
Previous Action: N/A
Review Completed By: 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:
The City of Irving entered into and Interlocal Cooperative Purchasing Agreement with The Interlocal Purchasing System (TIPS) program which is administered by Region VIII Education Service Center on June 26, 2014. Purchases under TIPS Contract No. 23010402 which has been extended to April 30, 2025 to meet cooperative bid requirements with the State of Texas statutes, rules, policies, and procedures. Prices are reasonable and within budget. These expenditures will be tracked using Contract #42300214L2.

ATTACHMENTS:
Certification of Determination (PDF)

CURRENT YEAR FINANCIAL IMPACT:

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Budget Adjustment/Transfer Required: No

REVISION INFORMATION:
Prepared: 7/9/2024 11:15 AM by Alma A. Barraza
Last Updated: 7/26/2024 09:55 AM by Cody Lee Robinson
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 14810)

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 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 Mart Inc., which supports the utilization of TIPS Contract No. 23010402 for Trades, Labor & Materials (JOC), which has been renewed through April 30, 2025; and

WHEREAS, the Capital Improvement Program Director has certified 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 an expenditure with Mart Inc., in the Amount of $150,975.00 for the Trinity Railway Express (TRE) O’Connor Road Bridge Lead-Based Paint Stabilization, Encapsulation and Re-painting project, through the Interlocal Purchasing System (TIPS) Program, 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 in 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 August 1, 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: July 16, 2024

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.

I have been designated by the City of Irving, Texas City Council to determine whether an Architect or Engineer is required for the project located at TRE O’Connor Bridge Lead-Based Paint Stabilization, Encapsulation, and Re-painting.

The contractor performing the project is Mart, 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:  

Patrick Lamers, P.E.
Resolution -- Approving an Expenditure with Mart, Inc. in the Amount of $165,665.00 for the Refurbished Economic Development Office Space through the Interlocal Purchasing System (TIPS)

Administrative Comments

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

2. **Impact:** This project located on the 1st floor of Irving City Hall, supports the construction of a new working environment and offices, including business development meeting rooms for the Economic Development Division.

3. This project will consequently generate usable space in City Hall for repurposing and use by other departments.

4. This contract will renovate approximately 1,900 square feet of office space. Areas will include the Waiting Area, Conference Rooms, Break Room, Copy Room, and Offices with new glass fronts, ceilings, lighting, flooring and paint.

5. A Vendor/Member contract between the City of Irving and Mart, Inc., was approved on June 8, 2023, by RES 2023-223. The contract supports the utilization of TIPS Contract No. 23010402, for trades, labor, and materials (JOC), which expires April 30, 2025.

6. Funding for this project, in the amount of $165,665.00 is available through the City Hall Complex Bond Fund.

**Recommendation**

The resolution be approved.

**ADDITIONAL COMMENTS:**

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Comments:
The City of Irving entered into and Interlocal Cooperative Purchasing Agreement with The Interlocal Purchasing System (TIPS) program which is administered by Region VIII Education Service Center on June 26, 2014. Purchases under TIPS Contract No. 23010402 which has been extended to April 30, 2025 to meet cooperative bid requirements with the State of Texas statutes, rules, policies, and procedures. Prices are reasonable and within budget. These as-needed purchases will be tracked using Contract #42300214L2.

ATTACHMENTS:
Certification of Determination (PDF)

CURRENT YEAR FINANCIAL IMPACT:
41CIP22008-40334103-700075 Budget: $165,665.00 Actual:$165,665.00
REQ#12403987
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:
Prepared: 7/16/2024 03:34 PM by Alma A. Barraza
Last Updated: 7/16/2024 07:34 PM by Alma A. Barraza
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 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 Mart, Inc., which supports the utilization of TIPS Contract No. 23010402 for Trades, Labor & Materials (JOC), which has been renewed through April 30, 2025; and

WHEREAS, the Capital Improvement Program Director has certified 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 an expenditure with Mart, Inc., in the Amount of $165,665.00 for the refurbished Economic Development Office Space through The Interlocal Purchasing System (TIPS), 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 City Hall Complex 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 August 1, 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: July 16, 2024

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.

I have been designated by the City of Irving, Texas City Council to determine whether an Architect or Engineer is required for the project located on the 1st floor of Irving City Hall for the refresh of existing space repurposed for use by the Economic Development Division.

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:

Internal Architect, Brad Hughes

Signature: ____________________________

Patrick Lamers, P.E.
AGENDA ITEM SUMMARY

Meeting: 8/1/2024
Recommendng Department: Capital Improvement Program
DOC ID: 14827
LSR No: N/A

Resolution -- Awarding a Contract to Austin Filter Systems, Inc. in the Amount of $2,554,183.00 for the Hux Court, Irving Mall Drainage Flume and Jaycee Park Drainage Improvements Project

Administrative Comments

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

2. Impact: This contract supports Drainage Solutions for a Better Tomorrow. This project will make drainage improvements at three (3) locations and will provide flood protection at Hux Court and East Irving Heights Drive, and properties along Pocatello Street behind the Irving Mall, and Jaycee Park Pond improvements.

3. This project includes installation and construction of about 500 linear feet of channel with Verti-block wall and concrete/stone riprap and a 21-inch PVC wastewater line improvement, 540 linear feet of concrete drainage flume, and reconstruction of a sidewalk for flood mitigation, and the new retaining wall and spillway on Jaycee Park Pond.

4. Bids were received from two (2) bidders. Austin Filter Systems, Inc. submitted the lowest responsive, responsible bid of $2,554,183.00, which is $1,133,241.00, (44%) above the engineer's estimate.

5. Minority and/or Women-owned Business (M/WBE) participation in this award is 30%.

6. Funding in the amount of $2,554,183.00 is available within the Municipal Drainage Utility Non Bond CIP Fund.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: Yes
Previous 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:

Bid notices were sent to 4,067 contractors. Of those, 2,351 were M/WBE.

On June 21, 2024, two (2) bids were received for the Hux Court, Irving Mall Drainage Flume and Jaycee Park Drainage Improvements Project. Purchasing has assigned ITB #079LF-24F
for tracking purposes.

The following is a tabulation of the bids received:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Base Bid</th>
<th>Calendar Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Austin Filter Systems, Inc.</td>
<td>$2,554,183.00</td>
<td>330</td>
</tr>
<tr>
<td>SYB Construction Company, Inc.</td>
<td>$2,861,798.00</td>
<td>330</td>
</tr>
</tbody>
</table>

ATTACHMENTS:

- Hux Ct Exhibit (PDF)
- Irving Mall Flume Exhibit (PDF)
- Jaycee Park Spillway Exhibit (PDF)

CURRENT YEAR FINANCIAL IMPACT:

- 63CIP22052-52046301-700215
  - Budget: $2,554,183.00
  - Actual: $2,554,183.00
- REQ#12403986
- Budget Adjustment/Transfer Required: No

REVISION INFORMATION:

- Prepared: 7/16/2024 01:41 PM by Alma A. Barraza
- Last Updated: 7/22/2024 03:13 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 bid of Austin Filter Systems, Inc., in the amount of $2,554,183.00 for the Hux Court, Irving Mall Drainage Flume and Jaycee Park Drainage Improvements 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 within the Municipal Drainage Utility 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 August 1, 2024.

______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

______________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

______________________________
Kuruvilla Oommen
City Attorney
The aerial image shown is for informational purposes only. It does not represent an on-the-ground survey and the image only reflects an approximate location.
AERIAL IMAGERY

The aerial image shown is for informational purposes only. It does not represent an on the ground survey and the image only reflects an approximate location.
AERIAL IMAGERY

The aerial image shown is for informational purposes only. It does not represent an on-the-ground survey and the image only reflects an approximate location.
Resolution -- Awarding a Contract to Greeniverse Construction, LLC, in the Amount of $296,666.22 for the Riverside Drive and North O’Connor Blvd Intersection Improvement Project

Administrative Comments

1. This item is recommended by the Capital Improvement Program Department and supports Future in Focus: Infrastructure Investment – Maintain roadways, sidewalks and transportation infrastructure.

2. **Impact:** This contract supports The ROAD TO THE FUTURE Program. The work to be performed under this contract includes pavement addition and replacement.

3. This project is part of the Road to the Future Program, and is needed to enhance safety, rideability, and have a better-quality street.

4. Bids were received from four (4) bidders. Greeniverse Construction, LLC submitted the lowest responsive responsible bid of $296,666.22. This is $136,333.78 (31%) below the probable cost estimate.

5. Minority and/or Women-owned Business (M/WBE) participation in this award is 30%. Greeniverse Construction, LLC is a certified M/WBE entity.

6. Funding in the amount of $296,666.22 is available within the Street Improvement Bond Fund.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

<table>
<thead>
<tr>
<th>Contract Required:</th>
<th>Yes</th>
<th>Review Completed By:</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Action: N/A</td>
<td>N/A</td>
<td>Council Action: N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Discretionary Contract Disclosure Form Required:</td>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certificate of Interested Parties (Form 1295) Required:</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TGC 2271 Verification Form Required:</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TGC 2274 Verification Form Required:</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Comments:</td>
<td>Bid notices were sent to 5,921 contractors. Of those, 3,968 were M/WBE.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

On June 28, 2024, four (4) bids were received for the Riverside Drive and North O’Connor Blvd. Intersection Improvement Project. Purchasing has assigned ITB#121LF-24F for tracking purposes.

The following is a tabulation of the bids received:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Base Bid</th>
<th>Calendar Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greeniverse Construction, LLC</td>
<td>$296,666.22</td>
<td>180</td>
</tr>
<tr>
<td>Company</td>
<td>Cost</td>
<td>Notes</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>--------</td>
<td>-------</td>
</tr>
<tr>
<td>Cam-Crete Contracting</td>
<td>$360,590.00</td>
<td>180</td>
</tr>
<tr>
<td>A T Construction</td>
<td>$388,400.00</td>
<td>180</td>
</tr>
<tr>
<td>Ed Bell Construction Co.</td>
<td>$569,955.00</td>
<td>180</td>
</tr>
<tr>
<td>Estimated Cost of Construction</td>
<td>$436,000.00</td>
<td>180</td>
</tr>
</tbody>
</table>

**ATTACHMENTS:**
Riverside and O'Connor Exhibit  (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

<table>
<thead>
<tr>
<th>Request</th>
<th>Budget</th>
<th>Actual</th>
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</thead>
<tbody>
<tr>
<td>41CIP23003-40104100-700010</td>
<td>$296,666.22</td>
<td>$296,666.22</td>
</tr>
</tbody>
</table>

Budget Adjustment/Transfer Required: No

**REVISION INFORMATION:**
Prepared: 7/16/2024 05:43 PM by Alma A. Barraza
Last Updated: 7/19/2024 07:19 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 bid of Greeniverse Construction, LLC, in the amount of $296,666.22 for the Riverside Drive and North O’Connor Blvd. Intersection Improvement 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 within the Street Improvement Bond Fund.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on August 1, 2024.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
Resolution -- Approving the Standard Contract and Federal Funds Addendum with Sole Source Provider Catalis Public Works & Citizen Engagement, LLC for Purchase of Customer Relationship Management (CRM) and Customer Service Management Software for a Two-Year Period in the Total Amount of $140,000.00

Administrative Comments

1. This item is recommended by the Communications Department.

2. **Impact:** The CRM/Customer Service Management software is an interactive, user-friendly tool on the city website that will enhance resident engagement, automate workflows and elevate the customer service experience for front and back-end users. This CRM/Customer Service Management software will launch along with the new website redesign.

3. The Communications Department secured ARPA funding to purchase software that will provide a CRM portal on the city website, along with a 311 App, that will allow residents to quickly and easily report issues to the city. This will be a significant improvement to the existing resident inquiries process.

4. The software will also capture customer service touchpoints by using assistive technology that logs enterprise-wide phone inquiries. This feature will provide analytics (reports) about customer service calls and help improve request management and response. The customer service platform would be available to all employees who answer phones from outside the organization. IT’s new phone system integrates with the platform, so a caller’s information would pop up on the screen and any history of calls would be captured within the system.

5. This is a single-source agreement with Catalis.

6. The funds for the purchase of CRM/Customer Service Management Software in the amount of $80,000 for Fiscal Year 2023-2024, and in the amount of $60,000 for Fiscal Year 2024-2025, subject to the appropriation of funds, and authorizes the City Manager or designee to execute the attached agreement and addendum.

7. Funding for this expenditure is available from the American Rescue Plan Act (ARPA) Fund and funding for this expenditure in Fiscal Year 2024-2025 will be available in the IT Software Maintenance account 60277500-620007, subject to annual budget appropriations.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

<table>
<thead>
<tr>
<th>Contract Required:</th>
<th>Yes</th>
<th>Review Completed By:</th>
<th>Janet Spugnardi</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Action:</td>
<td></td>
<td>Council Action:</td>
<td></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

ATTACHMENTS:
Catalis Memo Justification for Catalis (PDF)
Catalis Irving - Pricing and SOW - update (PDF)
City of Irving (1) (PDF)

CURRENT YEAR FINANCIAL IMPACT:

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

REVISION INFORMATION:
Prepared: 7/9/2024 02:15 PM by Tammy Hanson
Last Updated: 7/26/2024 09:14 AM by Tammy Hanson
CITY OF IRVING
COUNCIL RESOLUTION NO. (ID # 14811)

WHEREAS, Congress passed the American Rescue Plan Act (ARPA) on March 10, 2021 and President Biden signed the American Rescue Plan Act into law on March 11, 2021; and

WHEREAS, the American Rescue Plan Act, in part, amends the Social Security Act (42 U.S.C. 601) by establishing the Fund in the amount of $350 billion dollars for payments to States, Tribal governments and units of local government based on their populations; and

WHEREAS, the City of Irving accepted American Rescue Plan Act funding from the United States Department of the Treasury; and

WHEREAS, this Agreement is consistent with American Rescue Plan Act guidelines to invest in infrastructure by making investments that support long-term growth and opportunity; and

WHEREAS, the City of Irving recommends approval of the agreement with sole source provider Catalis Public Works & Citizen Engagement, LLC for the purchase of CRM/Customer Service Management Software (the “Project”); and

WHEREAS, the Project would not be funded without the availability of federal funds;

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

SECTION I. THAT the City Council hereby approves the standard contract and federal funds addendum with sole source provider Catalis Public Works & Citizen Engagement, LLC for the purchase of CRM/Customer Service Management Software in the amount of $80,000 for Fiscal Year 2023-2024, and in the amount of $60,000 for Fiscal Year 2024-2025, subject to the appropriation of funds, and authorizes the City Manager or designee to execute the attached agreement and addendum.

SECTION II. THAT funding for this expenditure is available from the American Rescue Plan Act (ARPA) Fund and funding for this expenditure in Fiscal Year 2024-2025 will be available in the IT Software Maintenance account 60277500-620007, subject to annual budget appropriations.

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 August 1, 2024.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
MEMO

To: Tonya White, Purchasing Agent
    Darlene Humphries, Purchasing Manager
From: April Reiling, Communications Director
Date: March 19, 2024
Subject: Customer Relationship Management (CRM) & Customer Service Management Software

This memo is to provide justification for the purchase of a CRM/Customer Service Management Software. The Communications Department is seeking to utilize technology that will enhance resident engagement, automate workflows and elevate the customer service experience for front and back-end users.

The department secured ARPA funding to purchase software that will provide a Customer Relationship Management (CRM) portal on the city website (along with an App) that will allow residents to quickly and easily report issues to the city. This will be a significant improvement to the existing resident inquiries process.

The software will also capture customer service touchpoints by using assistive technology that logs enterprise-wide phone inquiries. This feature will provide analytics (reports) about customer service calls and help improve request management and response. The customer service platform would be available to all employees who answer phones from outside the organization. IT’s new phone system integrates with the platform, so a caller’s information would pop up on the screen and any history of calls would be captured within the system. This would give us valuable data/analytics regarding phone customer service activity.

The Catalis software is unique because it combines the CRM function with a customer service portal, and to our knowledge, no other vendor has the capability to offer both systems that work together in tandem.

The Catalis platform integrates with several other products while other software programs on the market do not. Below is a list of products that integrate, and the ones in bold Catalis has partnerships with: Cartegraph, Mo’mix, ESRI, Zencity, Accela, AzureAD, ADFS, Power BI, Cityworks, GB CEP, Waze, MyGovernmentOnline, My Permit Now, BuildingBlocks, WorkRequest, Tolemi, CitizenServe, Mobile311, Sedaru, Public Records Request, Lucity, Socrata, PublicStuff, OpenDataSoft, Qualtrics, VueWorks, SmartGov, Oracle, Sharepoint, Extract, Veoci, Comcate, Zenduit, ThingTech, NorthStar, Sphinx, SAMS, ArcGIS Enterprise and Online, Cayenta, Municiity, ShelterTrack, Harris/Govern, Disaster Relief, POSSE LMS, VET, WPRDC, PLI, IBM Maximo, Office365, Twitter (X), Telephony – Cisco & Avaya - in development – RecTrac, ElementsXS, 8x8 (telephony), CitiBot.
## Irving, TX - Pricing & SOW

### Software Description

<table>
<thead>
<tr>
<th>Type</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>RME SaaS License</td>
<td></td>
</tr>
<tr>
<td>Annual License includes the following (Refer to Exhibit A):</td>
<td></td>
</tr>
<tr>
<td>• Unlimited users</td>
<td>Annual/Recurring</td>
</tr>
<tr>
<td>• Training - Catalis Academy subscription</td>
<td>$60,000</td>
</tr>
<tr>
<td>• Support – full access to Catalis Support</td>
<td></td>
</tr>
<tr>
<td>• Citizen Branded app – iOS &amp; Android – updates and changes</td>
<td></td>
</tr>
<tr>
<td>• Performance Transparency Dashboards – updates and changes</td>
<td></td>
</tr>
<tr>
<td>• Integration support and maintenance – ESRI, Cityworks, MyGovernmentOnline, PetPoint, Avaya</td>
<td></td>
</tr>
<tr>
<td>• Maintenance and Upgrades</td>
<td></td>
</tr>
<tr>
<td>• API access including documentation &amp; support</td>
<td></td>
</tr>
<tr>
<td>RME Implementation</td>
<td></td>
</tr>
<tr>
<td>One-time implementation includes (Refer to Exhibit B):</td>
<td></td>
</tr>
<tr>
<td>• Dedicated Catalis PM until product launch</td>
<td>One-time</td>
</tr>
<tr>
<td>• Training – Administrative training – Virtual</td>
<td>$20,000</td>
</tr>
<tr>
<td>• Citizen Branded app design and launch</td>
<td></td>
</tr>
<tr>
<td>• Build, setup, configuration and support of product integrations – ESRI, Cityworks, MyGovernmentOnline, PetPoint, Avaya</td>
<td></td>
</tr>
<tr>
<td>• Transparency Dashboard setup and configuration</td>
<td></td>
</tr>
<tr>
<td>Optional add-on Services</td>
<td></td>
</tr>
<tr>
<td>On-site training and project kickoff (2 day minimum)</td>
<td>One-time</td>
</tr>
<tr>
<td></td>
<td>$1,200/day</td>
</tr>
</tbody>
</table>

**Total Year One Cost - $80,000**

**Year Two - $ 60,000**
Introduction and Background

Catalis provides dozens of different software solutions specifically for local and county government. The Catalis Request Management Enterprise system is designed to streamline the complete request management process. In addition to entering requests, users can access the knowledgebase, check the service request map, monitor incoming requests, and manage single or multiple issues. In no time at all, any user, regardless of technical experience, can master the clean, intuitive interface. Over 300 government entities and call centers across North America use this citizen request management software to improve citizen service, increase efficiency and effectiveness, re-engineer processes, and measure performance.

Among the many reasons why Catalis Request Management Enterprise is a nationally recognized CRM system:

- RME license is for unlimited users, so there are no limitations for growth, either now or in the future.
- RME is one of the only municipal CRM systems to offer the option of a mobile management app. Using RME Management Mobile, employees can reduce inefficiencies and improve workflows in the field using an iPad.
- Catalis Public Works & Citizen Engagement will build a City of Irving-specific branded citizen mobile application for iPhone and Android.
- Citizens will be able to submit service requests, view news, check request status, and more directly from the City application.

At Catalis, we pride ourselves on being at the forefront of CRM technology. We are committed to continuously improving our solution and staying ahead of industry trends. By partnering with us, the City will gain access to the latest CRM features, updates, and integrations, ensuring that your business remains competitive and at the cutting edge of customer relationship management technology.

Scope of Services

EXHIBIT A: Software as a Service

Your SaaS license of RME includes – Unlimited licenses/users, call center access, resident portal, resident branded app (iOS & Android) interactive reporting (public and internal), access to Catalis academy, API access (includes documentation & support), maintenance, hosting, support and product upgrades. A dedicated customer success manager will be
provided to you following launch of the product. The City of Irving will have access at all times to 2 different environments - production and development.

Integrations - following the build and launch of the integrations discussed in Exhibit B, Catalis will provide support and the necessary maintenance.

**EXHIBIT B: PROFESSIONAL SERVICES - ONE-TIME SCOPE OF WORK**

### Phase 1: Introduction (Week 1)
After signing the contract, your sales contact will introduce you to your project managers on the Catalis team. You will schedule an initial kick off call to discuss the timeline of the project.

Meet Your Project Management Team! - This is the first call you will have with your project managers from Catalis. The discussion will involve all project leads on your end. Your project managers from Catalis will go over the phases of this project and the requirements needed in order to get Request Management Enterprise up and running. Any outside integrations will be discussed during this time. While this is being discussed a timeline will be built out based upon your full launch date.

Onsite Kick off Meeting -During this kick-off meeting, your project managers from Catalis will give a presentation to your departments and other stakeholders showing how they can greatly benefit from using Request Management Enterprise. Your project managers will answer any questions the departments may have during this time. Following the presentation, the Catalis team will meet with additional stakeholders to discuss their involvement.
Administrator Training - Our PM will be in touch with you and your “admin” users to schedule a time for onsite training to take place. This first session, Administrator Training, is directed towards power users of Request Management Enterprise. These will be users who will be making additions, changes, or overlooking Request Management Enterprise. During this webinar you will get a much better understanding of how the requirements needed for implementation will drive the performance of Request Management Enterprise. You will be provided with an in-depth view of how Request Management Enterprise works. The PMs will give many examples and answer any questions you may have during this call. These sessions are followed by additional sessions as the project moves along.

**Phase 2: Implementation (Week 1-6)**

During your introductory call with your project managers from Catalis, they will provide you with a list of requirements needed for implementation. They will work with you and other departments to gather this data. A call will be setup between your IT and GIS departments to discuss additional data the Catalis team will need. The minimal data needed for implementation will be:

- Importing Citizen data - Names, addresses, contact info and history for citizens within you municipality. Previous records from existing systems will be imported from the Catalis side.
- Users List - A list of users who will be using Request Management Enterprise. This will be anyone receiving notifications or entering calls into Request Management Enterprise. Their email addresses will need to be provided. If you will be using SSO with ADFS or Azure AD please provide this list.
- List of Departments - A full list of departments at your municipality. Request Management Enterprise can report on Service Request Types and the responsible department.
- Service Request Types - Service requests are requests for help; service request types are the reasons that help is necessary. They also are key items for which an organization needs data to report on to enhance services and performance.
- Routes - Routes are the departmental experts - individuals or groups - responsible for resolving service requests.
- Escalation Routes - Additional routes that will be notified if the request hasn’t been taken care of during a certain time period. You will decide on this time frame and who will be notified.
- GIS Layers - Your Project Managers from Catalis will work with your GIS departments on the integration of GIS layers via ESRI.

Product Enhancements
• Knowledge Base Articles - A knowledge base is a centralized repository for information, a database of related information about a particular subject. Similar to Frequently Asked Questions, this will be built out to related Service Request Types.

• Prompts & Scripts – Information that is related to a request type that may provide you with information to give out to a submitter or with questions to help you collect information.

• Notification Content - This is information about request resolution expectations, for example, that an organization can “push” to submitters. It is delivered in the initial receipt email when notifications are enabled.

• Custom Fields - A field type that you can create to collect data that Request Management Enterprise doesn’t.

• Reusable Comments - Information snippets that you may use over and over again. You can add your own or use a global comment that has been added for everyone’s use.

• Schedule Reports – Reports can be custom built and delivered at your schedule.

• “Places” Lookup - A place is a landmark, place, or building that is more known by name than address. Rather than searching for an address, citizens can search by Places when entering the location of a request.

Phase 3: Integrations (Week 6-12)

Any integrations identified by Irving during this project, including the following – Cityworks, MyGovOnline, Petpoint and Avaya are to be integrated into RME. Catalis will work with you and your stakeholders to build out these integrations. The Catalis development team will be responsible for the build out of these integrations if the integration is not already available. If this is the case, product documentation, API access & support must be provided from the vendors to the Catalis development team during development. A scope of work on how the integrations will operate will also need to be provided from the Irving project leaders/department heads to the Catalis developers. A RME test environment will be provided when these integrations are ready for testing. After testing and approval from both parties, these integrations will be migrated to the production environment.

Phase 4: Configuration (Week 6-12)

During this phase Catalis will also work with you on configurations within Request Management Enterprise. These configurations will include;

• Setting up Request Management Enterprise Email Address
• Build Email Templates – By default Request Management Enterprise will provide canned email templates. You will have the option to build these out and brand them to best fit your municipality.
• SSO setup – Connect to your Azure AD or ADFS environment.
• Enable Auto-call/SMS – Setting up Request Management Enterprise with phone numbers for auto-call back and text messaging.
• Develop a Call Script – With auto-call turned on you will develop text associated with your municipality.
• Configure Calendar on Escalations – Setup calendar to eliminate escalation count on weekends or during holidays.
• Add Intake – Designated email, or SMS for requests coming in. Create and add accounts to Request Management Enterprise as another way to intake Service Requests.
• Telephony integration setup - Avaya

Phase 5: Branded App (Week 10-14)

Your branded app integrates with your installation of RME to allow your citizens to submit requests for service from their smart phone or tablet and show you the problem by sending a photo of the issue. This is key element, but you don't have to stop there. There's really no limit to what you can incorporate into your app. You will work with the Catalis team on deciding which additional app elements work best for your municipality. The Web Design team from Catalis will work closely with you building out the following:

• App Name - Try to relate your title to your organization or your project with a name that promotes your town/city, if applicable, or some interaction between you and your citizens.
• Splash Screen Image - The first screen image of your app that users see as it loads, opens and takes you to the home screen.
• Images - Images that can be changed on demand that show off your municipality.
• Icon - Essentially your app logo.
• Buttons or App Elements - Aside from submitting a request, what else would you like the app to do for your citizens.

Building out the branded app typically takes 4-6 weeks from start to publish. This can begin during the early phases of the project. Client must have their own developer account with Apple so we can publish the app on your behalf.

Phase 6: Training & Soft Launch (Week 14-16)

Training dates will be set up for you and your staff planning to use Request
Management Enterprise. This can include onsite training or online webinars from our Educational Department. You and your staff will have full access to Catalis Academy which offers several learning opportunities. The Academy offers online training courses consisting of videos and live online webinars. During this phase you and your team will

- Set Date for Training
- Provide Memo to Your Users about Request Management Enterprise
- Distribute Info about Prerequisite Training – Catalis Academy will guide your team through a process that's meant to help more easily grasp the new software and processes you’re going to put into place. This is done before onsite training begins.
- Onsite Training (optional add-on) - Onsite training is optimal for 12 to 15 users per session, and the Educational Department will hold three two-hour sessions in a day, by role or point of entry into Request Management Enterprise. All sessions are hands-on and interactive, with games and exercises designed to enhance retention. If onsite training was not purchased, full access will be provided to the Catalis Academy
- Soft Launch - You are now live! Directly after training your soft launch will begin.

During the Soft Launch Phase your staff will be adding calls and requests into Request Management Enterprise. This is the time where your staff will become familiar with the features and benefits of Request Management Enterprise.

**Phase 7: Full Launch (Week 18)**

Congratulations! At this final stage you will begin the rollout and announcement of Request Management Enterprise to the public! Catalis’s marketing team will be in touch during this time to discuss and develop ways to market Request Management Enterprise and your branded mobile app to your community. This exciting phase will include:

- Request Management Enterprise Webform – Introducing the Request Management Enterprise webform onto your municipal website. You will work with the Catalis team to decide on which elements you want to include or make a requirement on the webform. The webform is responsive and will be styled to match your website.
- Marketing – Discuss outboard marketing campaign. Some of these methods will include reaching out to local news outlets, connecting to your citizens through social media and more.

After the Full Launch has been deployed you will be introduced to your customer success you’re your dedicated CS manager and others from the Catalis team will regularly be in touch to setup reviews and schedule additional training as needed.
STANDARD CONTRACT AND ACKNOWLEDGMENT
Attachment H-10

STATE OF TEXAS
COUNTY OF DALLAS
CITY OF IRVING

KNOW ALL PERSONS BY THESE PRESENTS:

I.

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

II.

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

III.

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

1. This Contract, and any addendums thereto;
2. Proposal from the Vendor (Exhibit A);
3. Standard Terms & Conditions;
4. Insurance Requirements

IV.

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

V.

VENDOR SHALL AT ITS SOLE COST DEFEND, INDEMNIFY, RELEASE AND HOLD HARMLESS THE CITY, ITS OFFICERS, DIRECTORS, COUNCIL MEMBERS, EMPLOYEES, AND REPRESENTATIVES, FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTIONS, DEMANDS, LIABILITIES, JUDGMENTS, SUITS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) MADE BY ANY THIRD PARTY TO THE EXTENT ARISING FROM: (I) VENDOR'S BREACH OF THE AGREEMENT OR ADDENDUM; (II) VENDOR'S NEGLIGENT, GROSSLY NEGLIGENT OR WILLFUL ACT, ERROR OR OMISSION RELATING TO OR ARISING FROM THE PERFORMANCE OF THE AGREEMENT; (III) CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT OF A THIRD PARTY RIGHT IN CONNECTION WITH THE AGREEMENT, INCLUDING ALLEGATIONS OF MISAPPROPRIATION OF A TRADE SECRET OR INFRINGEMENT OF A U.S. OR COMMON LAW PATENT, COPYRIGHT, OR TRADEMARK; (IV) VENDOR'S VIOLATION OF ANY FEDERAL, STATE OR LOCAL LAW, STATUTE, ORDINANCE, RULE, REGULATION, CONSTITUTION, OR CHARTER; AND/OR (V) SERVICES OR GOODS PROVIDED BY VENDOR TO CITY UNDER THE AGREEMENT. THE INDEMNITIES IN THIS ADDENDUM ARE MEANT TO APPLY 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. CITY SHALL GIVE VENDOR REASONABLE NOTICE OF ANY SUCH CLAIMS OR ACTIONS. VENDOR SHALL USE LEGAL COUNSEL REASONABLY ACCEPTABLE TO CITY IN CARRYING OUT ITS OBLIGATIONS HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THE AGREEMENT. HOWEVER, NOTHING IN THIS SECTION SHOULD BE READ TO INCLUDE ANY ACTIONS TAKEN BY CITY WHICH MODIFIES VENDOR'S SERVICES IN VIOLATION OF THIS AGREEMENT, AN ORDER FORM, OR APPLICABLE LAW.

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

VI.

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

SIGNED this the 11th day of July 2024.

Signature ____________________________
Name Brian Downs
Title CFO
Company Name Catalis Public Works & Citizen Engagement, LLC

APPROVED and SIGNED this the _____ day of ____________, A.D. ______.

CITY OF IRVING

Signature ____________________________
Name ______________________________
Title _______________________________
FEDERAL FUNDS ADDENDUM TO CITY OF IRVING CONTRACTS

This is an Addendum (the "Addendum") to the Agreement executed between the City of Irving, Texas, a home-rule municipality in the State of Texas (the "City"), and Catalis Public Works & Engagement, (the "Vendor"), who is providing goods or services to the City which are being procured through the use of federal funds (the "Agreement"). This Addendum is incorporated fully into and considered part of the Agreement for all purposes. The parties hereto agree to the following additional terms as follows:

1. **Compliance with 2 CFR Part 200.** Vendor acknowledges that federal funds will be used for the procurement of the goods or services under the Agreement and Vendor agrees that it will comply with all provisions of 2 CFR Part 200.

2. **Non-Debarment or Suspension.** Vendor certifies that no federal suspension or debarment is in place which would preclude Vendor from receiving a federally funded contract in accordance with Executive Orders 12549 and 12689, and 2 CFR Part 180.

3. **Prohibited Lobbying.** Vendor certifies that no federal funds have been paid or will be paid by or on behalf of the Vendor, to any person 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 the Agreement.

4. **Federal Debt.** Vendor certifies that it is not delinquent in the repayment of any federal debt, including, but not limited to, payroll and other taxes, audit disallowances, and benefit overpayments.

5. **Terrorist Financing.** Vendor acknowledges and warrants that it will comply with Executive Order 13224, which prohibits transactions with, and the provisions of resources and support to, individuals or organizations associated with terrorism.

6. **Compliance with Law.** Vendor acknowledges and warrants that it will comply with all Federal, State and Local Laws, statutes, ordinances, regulations and standards (collectively the "Law") in effect at the time of the delivery of goods and services, and that it will maintain any and all required licenses and certificates required under Law.

7. **Controlling Effect.** To the extent of a conflict between this Addendum and the Agreement, this Addendum shall control. All other terms of the Agreement not in conflict with this Addendum shall remain in full force and effect.

CITY OF IRVING, TEXAS

By: ________________________________

By: ________________________________

Brian Downs
Printed Name
CFO
Title
STANDARD CONTRACT AND ACKNOWLEDGMENT

CORPORATE ACKNOWLEDGMENT

THE STATE OF Georgia §
COUNTY OF Fulton §

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

Brian Downs
CFO

(Print Full Legal Name) (Print Title)

of the corporation known as Catalis Public Works & Citizen Engagement, LLC, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly authorized to bind the same by appropriate resolution of the board of directors of such corporation and that he or she executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 11th day of July 2024, A.D. 2024

(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 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 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

knowing to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

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

(Notary Public In and For County, )

My Commission expires:

Packet Pg. 232
CITY OF IRVING
Exhibit A

Pricing Sheet

This contract shall run for a term of 3 year(s), beginning August 12, 2024 and ending August 31, 2027. It shall be subject to consideration for 1 additional 3-year renewal options as needed under the same terms and conditions as awarded upon receipt by the city of refreshed sole source documentation. Once received, this option for renewal may be exercised by the City of Irving with written agreement by the contractor.

<table>
<thead>
<tr>
<th>Software Description</th>
<th>Type</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>RME SaaS License</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual License includes the following (Refer to Exhibit A):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Unlimited users</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Training - Catalis Academy subscription</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Support – full access to Catalis Support</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Citizen Branded app – iOS &amp; Android – updates and changes</td>
<td>Annual/Recurring</td>
<td>$60,000</td>
</tr>
<tr>
<td>• Performance Transparency Dashboards – updates and changes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Integration support and maintenance – ESRI, Cityworks, MyGovernmentOnline, PetPoint, Avaya</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Maintenance, Upgrades &amp; API access</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>RME Implementation</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>One-time implementation includes (Refer to Exhibit B):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Dedicated Catalis PM until product launch</td>
<td>One-time</td>
<td>$20,000</td>
</tr>
<tr>
<td>• Training – Administrative training – Virtual</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Citizen Branded app design and launch</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Build, setup, configuration and support of product integrations – ESRI, Cityworks, MyGovernmentOnline, PetPoint, Avaya</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Transparency Dashboard setup and configuration</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Optional add-on Services</strong></td>
<td>One-time</td>
<td>$1,200/day</td>
</tr>
<tr>
<td>On-site training and project kickoff (2 day minimum)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Questionnaire (if needed)

The purpose of this master agreement is to establish firm pricing for goods and services, for a specific term, which are ordered on an as needed basis. This contract will be awarded with a one-year not to exceed amount of $50,000.00 although the city is not obligated to expend the full amount.
1. **Application**
   These standard terms and conditions shall apply to all City of Irving (hereafter “City”), solicitations and procurements, unless specifically accepted in the solicitation specifications.

2. **Requirements**
   By submitting a bid, the Respondent agrees to provide the City of Irving with the specified goods or services described in the solicitation in accordance with these standard terms and conditions, at the agreed upon bid price and in compliance with the stated specifications and any subsequent addendums issued prior to the date of the bid opening.

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

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

5. **Modifications and Addendums**
   The City shall have the right to modify any of the solicitation documents prior to submission deadline and will endeavor to notify potential Respondents, but failure to notify shall impose no liability or obligation on the City. All modifications and addendums must be in written form prepared by the City department issuing the solicitation in conjunction with Purchasing. Respondents are responsible for incorporating any and all modifications and addendums into their bid responses.

6. **Interpretation of Solicitation Documents**
   The City is the final judge of the meaning of any word(s) sentences, paragraphs or other parts of the solicitation documents. Respondents are encouraged to seek clarification, before submitting a bid, of any portion of the bid documents that appears to be ambiguous, unclear, inconsistent, or otherwise in error. Clarifications will be provided by the City in writing.

7. **Silence of Specification**
   The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
8. Non-Discrimination
Respondent shall not discriminate against any employee or applicant for employment of Respondent or the City of Irving because of race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. Respondent shall take action to ensure that all persons are employed and/or treated without regard to their race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. This action shall include, but not be limited to the following: employment, promotion, demotion, transfer, working conditions, recruitment, layoff, termination, rates of pay or other forms of compensation, and training opportunities.

9. IMMIGRATION NATIONALITY ACT
The City of Irving actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Respondent shall verify the identity and employment eligibility of all employees who perform work under this Contract. Respondent shall complete the Employment Eligibility Verification Form (I-9), maintain photocopies of all supporting employment eligibility and identity documentation for all employees, and upon request, provide Respondent with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Contract. Respondent shall establish appropriate procedures and controls so that no services will be performed by any worker who is not legally eligible to perform such services. Respondent shall provide City with a certification letter that it has complied with the verification requirements required by this Contract. Respondent shall indemnify City from any penalties or liabilities due to violations of this provision. City shall have the right to immediately terminate this Contract for violations of this provision by Respondent.

10. Disability
In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Respondent warrants that it and any and all of its subcontractor will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Respondent or any of its subcontractor. Respondent warrants it will fully comply with ADA’s provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold City harmless against any claims or allegations asserted by third parties or subcontractor against City arising out of Respondent's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.

11. Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000D to 2000D-4 and Title 49
The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21. Nondiscrimination in Federally-Assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Respondents that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

12. Minority- and/or Woman-Owned Business Participation
As a matter of policy with respect to City of Irving projects and procurements, the City and its contractors shall not discriminate on the basis of race, color, religion, national origin, or sex in the award and performance of contracts. The City’s Good Faith Effort (GFE) plan establishes subcontracting goals for all prospective respondents to ensure a reasonable degree of M/WBE participation in city contracts. Participation goals are as follows: Construction – 30%, Architectural & Engineering – 28%, Professional Services, 33%, Other Services - 20%, and Goods – 10%. The respondent recommended for award shall agree to meet the established goals or must demonstrate and document a “good faith effort” to include M/WBEs in subcontracting opportunities. The respondent recommended for award who fails to adequately document good faith efforts to subcontract or purchase significant material supplies from M/WBEs may be denied award of the contract by the City based on the contractor’s failure to be a “responsive” respondent.
13. **Late Bids**
   Bids must be received by the Purchasing Office, whether electronically or by other means, by the time specified in the solicitation. The City will not accept late bids and is not responsible for the lateness or non-delivery of bids regardless of delivery method.

14. **Conditional Bids**
   The City will not accept conditional bids which qualify the Respondent's response in any way. Exceptions, including those to insurance requirements other than those specifically referenced in the insurance requirements attachment, will not be accepted unless a question is submitted prior to the cut off for questions and the requirement is changed via Addendum.

15. **Minor Irregularities**
   The City reserves the right to waive any minor irregularities that do not materially affect the scope or pricing of submitted bids.

16. **Responsiveness of Bids**
   The City wants to receive competitive bids, but will declare "non-responsive" bids that fail to meet requirements outlined in the solicitation documents.

17. **Discrepancies and Errors**
   In the case of a discrepancy between the unit price and the extended total for a bid item, the unit price will prevail. The unit prices of bids that have been opened may not be changed for the purpose of correcting an error in the bid price.

18. **Identical Bids**
   In the event two or more identical bids are received, and the lowest, responsible and responsive, award will be made as prescribed in the Texas Local Government Code, Chapter 271.901.

19. **Reciprocal Local Preference**
   Some states provide a preference for vendors within their borders and add percentages to bids received from outside states. Where this happens, the state of Texas responds in like manner by applying the same percentage to bids received from vendors who are not from Texas. This applies to the purchase of materials, supplies, equipment and services.

20. **Withdrawal of Bids**
   Respondents may withdraw any submitted bids prior to the bid submission deadline. Respondents may not withdraw once the bids have been publicly opened, without the approval of the City’s purchasing manager. Respondents will be allowed to withdraw bids that contain substantial errors in unit price provided.

21. **Disqualification of Respondent**
   The City may disqualify Respondents and not consider their bid, for any of the following reasons: Respondent is involved in a current or pending lawsuit with City; Respondent attempts to influence the outcome of the solicitation through unauthorized contact with City officials outside of those listed in the solicitation documents; and Respondent attempts to offer gifts, gratuities, or bribes to any City employee or elected official in connection with a solicitation.

22. **Cost of Bid**
   The cost of submitting bids shall be borne by the Respondent, and the City will not be liable for any costs incurred by a Respondent responding to this solicitation.
23. **Inclusive Pricing**
Bid pricing is to include all expenses, fees and charges related to the delivery of the specified goods or services. The City will not pay any additional charges other than the bid price unless requested by the City on the bid response sheet.

24. **Firm Prices**
Unless otherwise stated in the specifications, Respondent’s prices remain firm for 120 days from date of bid opening and, upon award, remain in effect for the contract period specified in the solicitation. If formal award has not occurred within 120 days of bid opening, the vendor and the City may mutually agree to extend the firm price period.

25. **Respondent to Package Goods**
Respondent will package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Respondent’s name and address; (b) Consignee’s name, address and purchase order or purchase change order number; (c) Container number and total number of container, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Respondent shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. City’s count or weight shall be final and conclusive on shipments not accompanied by packing list.

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

27. **Delivery Terms**
Prices bid and quoted shall always be Freight On Board (F.O.B.) Delivered to Municipal Facility, Irving, Texas, and shall include all freight, delivery and packaging costs. The City of Irving assumes no liability for goods damaged while in transit and/or delivered in a damaged or unacceptable condition. The Respondent shall be responsible for and handle all claims with carriers, and in case of damaged goods shall ship replacement goods immediately upon notification by the City of damage.

28. **Transportation Charges**
Respondent shall be responsible for all charges which relate to the delivery of goods to the City’s specified receiving point, and for shipping or transportation charges for returning to Respondent any goods rejected as non-conforming to the specifications.

29. **Delivery and Acceptance**
The City will receive only those goods and/or services as authorized by City purchase order. Respondent must obtain City employee signature upon delivery. Respondent warrants that all deliveries relating to this solicitation be of the type and quality specified by the City. The City may refuse or reject any delivery failing to meet specifications and shall not be held to have accepted any delivery until after it has made an inspection of same. The City is the final judge as to acceptability of goods and/or services under this solicitation.

30. **Failure to Deliver**
If a Respondent is unable to deliver the quantity or quality of specified goods or services, or is unable to deliver goods or services within a time period when included in the specifications, the City shall be authorized to purchase from any other available source, consistent with State of Texas procurement statutes.
31. **Force Majeure**

Notwithstanding anything in the Contract which is or may appear to be to the contrary, if the performance by either party to the Contract of any covenant or obligation hereunder (specifically excluding any monetary obligations) is delayed as a result of circumstances which are beyond the reasonable control of such party and such party gives the other party to this Contract written notice of the event causing such delay within thirty days of such event causing the delay ("Force Majeure Event"). Any Force Majeure Event claimed by the Respondent may be granted at the City's sole discretion and the time for such performance shall be extended by the amount of time of such delay. If a Force Majeure Event is claimed by the City the time for such performance shall be extended by the amount of time of such delay. Such circumstances that are considered a Force Majeure Event include, without limitation, acts of God; war; acts of civil disobedience; fire or other casualty; adverse weather conditions that cause work to stop completely (such as, by way of illustration and not limitation, severe rain storms, below-freezing temperatures which cause icing conditions, hurricanes, or tornadoes); and labor actions, strikes or similar acts. Furthermore, 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.

32. **Taxpayer Identification**

Respondents must provide the City with a current W-9 Form "Request for Taxpayer Identification and Certification" before goods or services can be procured from the Respondent.

33. **Taxes**

The City is exempt from Federal Excise and State Sales taxes. Taxes must not be included in bid pricing. Tax exemption certificates will be prepared and executed by the City's Purchasing Division and furnished upon request.

34. **Payment**

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

35. **Outstanding Liabilities**

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

36. **Offset**

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

37. **Independent Respondent**

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

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

39. **Warranties**

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

40. **Price Warranty**

The price to be paid by the City shall be that contained in Respondent’s bid, which Respondent warrants to be no higher than Respondent’s current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under like conditions and methods of purchase. In the event Respondent breaches this warranty, the prices of the items shall be reduced to Respondent’s current prices on orders by others, or in the alternative upon City’s option, City shall have the right to cancel this contract without liability to Respondent for breach other than for Respondent’s actual expense.

41. **Safety Warranty**

Respondent warrants that the product sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970, as amended. In the event the product does not conform to OSHA standards, City may return the product for correction or replacement at Respondent’s expense. In the event Respondent fails to make appropriate correction within a reasonable time, any correction made by City shall be at Respondent’s expense. Where no correction is or can be made, Respondent shall refund all monies received for such goods within thirty (30) days after request is made by City in writing and received by Respondent. Notice is considered to have been received upon hand delivery, or otherwise in accordance with these terms and conditions. Failure to make such refund shall constitute breach and cause this contract to terminate immediately.

42. **Warranty Against Infringement of Intellectual Property**

Respondent warrants that the goods or services do not infringe upon or violate any United States patent, copyright, or trade secret. Respondent will defend at its expense any action against City or City as licensee to the extent that it is based on a claim that goods used or services provided used within the scope of the license hereunder infringe upon a United States patent, copyright or trade secret, and Respondent will pay any and all costs and damages finally awarded against City or City as licensee in such actions which is attributable to such claim. Should the products or services become, or in Respondent’s opinion be likely to become, the subject of any claim of infringement, Respondent shall either: (a) procure for City the right to continue to use the goods or services; or (b) modify the goods or services to make them non-infringing, provided that such modification does not materially adversely affect City’s authorized use; or (c) replace the goods or services with equally suitable, compatible, and functionally equivalent noninfringing goods or services at no additional cost to the City; or (d) if none of the foregoing alternatives is reasonably available to Respondent, terminate this Contract and refund to City the payments actually made to Respondent under this Contract.
43. **Governing Law**
   All bids submitted in response to this solicitation and any resulting contract shall be governed by, and construed in accordance with, the charter and ordinances of the City of Irving, and the Constitution and laws of the State of Texas.

44. **Compliance with Federal Regulations**
   All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Section 80.36(f), as amended. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

   During the term of any contract with the City, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the City’s Purchasing Manager, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the City makes final payment. For all contracts involving Federal funds in excess of $10,000.00, the City reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the vendor.

45. **Severability**
   In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this contract, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

46. **Controlling Document**
   In the case of a discrepancy between this solicitation and the formal contract, the formal contract will prevail and control.

47. **Assignment**
   Respondent shall not assign, transfer, or pledge a contract awarded under this solicitation, in whole or in part, without the prior written consent of the City’s Purchasing Manager. Assignment of this contract, if approved by the City’s Purchasing Manager, shall not relieve the Respondent’s obligations under the contract. Approval by the City’s Purchasing Manager of one assignment shall not constitute approval of any future assignment of the contract.

48. **Right to Audit**
   Respondent agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Respondent involving transactions relating to this Contract. Respondent agrees that the City shall have access, during normal working hours, to all reasonably necessary Respondent facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. The City shall give Respondent reasonable advance notice of intended audits.

49. **Extension**
   If Respondent is awarded the contract and the term for the contract is set to expire, the City at its sole discretion may extend the contract for up to sixty (60) days under the same terms and conditions of the contract by giving the Respondent a thirty (30) day notice in writing.

50. **Termination for Default**
   The City of Irving reserves the right to terminate the contract without prior notice in the event the Respondent defaults or breaches any of the material terms and conditions of this contract, or otherwise fails to perform in accordance with the bid specifications. In the event of termination, the City reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties, therefore and/or awarding the bid to the next lowest responsible Respondent. Any such act by the City shall not be deemed a waiver of any other right or remedy of City. Respondents shall for this purpose, keep their bids open and prices fixed for a
period of 90 days following the award of this bid.

51. Termination Without Cause

The City shall have the right to terminate the contract, in whole or in part, without cause any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the Respondent shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Respondent, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

52. Indemnification

VENDOR SHALL AT ITS SOLE COST DEFEND, INDEMNIFY, RELEASE AND HOLD HARMLESS THE CITY, ITS OFFICERS, DIRECTORS, COUNCIL MEMBERS, EMPLOYEES, AND REPRESENTATIVES, FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTIONS, DEMANDS, LIABILITIES, JUDGMENTS, SUITS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) MADE BY ANY THIRD PARTY TO THE EXTENT ARISING FROM: (I) VENDOR'S BREACH OF THE AGREEMENT OR ADDENDUM; (II) VENDOR'S NEGLIGENCE, GROSSLY NEGLECTFUL OR WILLFUL ACT, ERROR OR OMISSION RELATING TO OR ARISING FROM THE PERFORMANCE OF THE AGREEMENT; (III) CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT OF A THIRD PARTY RIGHT IN CONNECTION WITH THE AGREEMENT, INCLUDING ALLEGATIONS OF MISAPPROPRIATION OF A TRADE SECRET OR INFRINGEMENT OF A U.S. OR COMMON LAW PATENT, COPYRIGHT, TRADEMARK; (IV) VENDOR'S VIOLATION OF ANY FEDERAL, STATE OR LOCAL LAW, STATUTE, ORDINANCE, RULE, REGULATION, CONSTITUTION, OR CHARTER; AND OR (V) SERVICES OR GOODS PROVIDED BY VENDOR TO CITY UNDER THE AGREEMENT. THE INDEMNITIES IN THIS ADDENDUM ARE MEANT TO APPLY 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. CITY SHALL GIVE VENDOR Reasonable Notice Of Any Such Claims Or Actions. VENDOR SHALL USE LEGAL COUNSEL REASONABLY ACCEPTABLE TO CITY IN CARRYING OUT ITS OBLIGATIONS HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THE AGREEMENT. HOWEVER, NOTHING IN THIS SECTION SHOULD BE READ TO INCLUDE ANY ACTIONS TAKEN BY CITY WHICH MODIFIES VENDOR'S SERVICES IN VIOLATION OF THIS AGREEMENT, AN ORDER FORM, OR APPLICABLE LAW.

In the event of any actual or threatened claims by a third party that Vendor's Deliverables infringe upon any Intellectual Property of such third party, Vendor will indemnify City with respect to such claims. City shall immediately notify Vendor of any such claim. The foregoing indemnity shall be ineffective if any of Vendor's Software has been modified, altered, or otherwise changed by City. Vendor will have no liability or obligation under this section 52 if any claim of infringement is based upon any derivative of any Vendor Intellectual Property created by any person other than Vendor. Vendor shall have control over the selection of counsel so long as the City does not reasonably object to the selection of counsel and Vendor shall control the defense and settlement of any legal proceeding or other claim against the City, except that Vendor may not by way of settlement, order, judgment, decree, pleadings, motions, or agreement, admit any liability, fault or wrongdoing on the part of the City. City shall provide Vendor with all reasonable assistance in the defense of the same.

Neither party shall be responsible in any event for damages resulting from loss of data, loss of profits, and/or loss of use of product, or for any incidental, special, or consequential damages, even if advised of the possibility of such damages. This limitation of a party's liability shall apply regardless of the form of action, whether in contract or tort, including negligence.

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 required 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 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 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.

53. **Immunity Retained**

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

54. **Limited Waiver of Immunity**

Notwithstanding anything to the contrary herein, the City and Respondent hereby acknowledge and agree that to the extent this 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 Government Code.

Should a court of competent jurisdiction determine the City’s immunity from suit is waived in any manner other than as provided in Subchapter I of Chapter 271 of the Texas Government Code, as amended, the City and Respondent hereby acknowledge and agree that in a suit against the City for breach of this Contract: to the extent allowed under law, the total amount of money awarded is limited to actual damages in an amount not to exceed the balance due and owed by City under the Contract.

55. **Venue**

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

56. **Funding**

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

57. **Public Information**

Bid pricing is not considered confidential and is open to public inspection. Additionally, Chapter 552 of the Texas Government Code makes the following categories of contracting information public:

(1) information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body;
(2) solicitation or bid documents relating to a contract with a governmental body;
(3) communications sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract;
(4) documents, including bid tabulations, showing the criteria by which a governmental body evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and
(5) communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body.

Trade secrets and other material considered confidential by the Respondent should be clearly marked, "CONFIDENTIAL" or "TRADE SECRETS." If a request is made under the Texas Public Information Act to inspect or produce copies of information designated as a Trade Secret or Confidential in a bid, the City will notify the Respondent and will forward the appropriate documents to the Attorney General of Texas. It is the Respondent's right to object to the release of its records by submitting written arguments to the Attorney General that one or more exceptions apply to its records and that the information should be protected from disclosure. Upon review of the
Respondent's response, the Attorney General will make a determination as to the confidentiality of the requested material(s), or lack thereof, and the City will respond accordingly. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. The City may not accept a bid for a contract or award the contract to a Respondent that the City has determined has knowingly or intentionally failed to comply with Subchapter J, Chapter 552 of the Texas Government Code in a previous bid or contract unless the City determines and documents that the Respondent has taken adequate steps to ensure future compliance with the requirements of that subchapter.

58. **Electronic Signature**
Respondent agrees that the encrypted digital signatures of the parties included in this Contract are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

59. **No Third-Party Beneficiaries.** The provisions of this Section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
INSURANCE REQUIREMENTS FOR SERVICES

At his own expense, contractor shall procure and maintain for the duration of the proposed contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors. Said insurance shall be in the type(s) and minimum(s) listed below. Required limits may be satisfied by a combination of primary and umbrella or excess liability policies upon approval of the city's Risk Manager.

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

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

Commercial General Liability
Commercial General Liability Insurance with a minimum limit of $1,000,000 per occurrence for bodily injury, personal injury, and property damage. Aggregate Policy minimum limit of $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.
General Provisions

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

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

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

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

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

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

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

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

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

CONTRACTOR (Company Name) Catalis Public Works & Citizen Engagement, LLC

SIGNATURE ___________________________

PRINTED NAME Brian Downs

PRINTED TITLE CFO
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:  
Title: CFO

Company Name:  

Date Signed:  
July 11, 2024

NOTARIZATION

THE STATE OF Georgia  §  §
COUNTY OF Fulton  §

BEFORE ME, the undersigned notary public on this day personally appeared on behalf of Catalis Public Works & Citizen Engagement, LLC, 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 statement and oath of said therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 11th day of July, 2024.

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.
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 ___________
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 & Title: Brian Downs, CFO
Company Name: Catalis Public Works & Citizen Engagement, LLC
Date Signed: July 11, 2024

NOTARIZATION

THE STATE OF Georgia §
COUNTY OF Fulton §

BEFORE ME, the undersigned notary public on this day personally appeared Brian Downs, on behalf of Catalis Public Works & Citizen Engagement, 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 11th day of July, 2024.

[Signature]

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, or 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

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.
Resolution -- Approving and Accepting the Bid of SYB Construction, Inc., in the Amount of $2,656,254.66 for the Rebid of the Freeport No. 2 Lift Station Rehabilitation Project

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:** This item supports the city’s Investing in our Future Initiative. This project will rehabilitate the Freeport No. 2 Lift Station and will extend the life of the facility.

3. The Freeport No. 2 Lift Station, which was built in 1980, was identified in the Wastewater Master Plan as a priority for rehabilitation or retirement which would require other system improvements. Rehabilitation was determined to be the most cost-efficient solution.

4. The project includes rehabilitation of the wet well, replacement of the existing pumps, and installation of a new precast concrete valve vault. Replacement of two 10-inch wastewater lines just upstream of the lift station are also included.

5. This project was originally bid in January 2024, but the bids were rejected due to receipt of only one responsive responsible bid that exceeded the budget.

6. The plans were revised and the project was rebid in July 2024.

7. One responsive responsible bid was received from SYB Construction Company, Inc., in the amount of $2,656,254.66.

8. Funding in the amount of $2,656,254.66 is available in the Water Utilities budget within the Sanitary Sewer Bond Fund.

Recommendation

The resolution be approved.

**ADDITIONAL COMMENTS:**

Contract Required: Yes  
Review Completed By: Zachary Noblitt  
Previous Action: RES-2024-153  
Council Action: Approved  
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. 135D-24F to 5,596 vendors, 207 of which were M/WBE or HUB vendors. Two responses were received, one of which was a M/WBE or Hub vendor. The lowest bid was deemed non-responsive due to a lack of lift station
rehabilitation experience as required in the solicitation. The following is a tabulation of the bid received:

<table>
<thead>
<tr>
<th>Responding Supplier</th>
<th>Response Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>SYB Construction Company, Inc.</td>
<td>$2,656,254.66</td>
</tr>
</tbody>
</table>

The design engineer, Garver, LLC, provided a recommendation memo.

**ATTACHMENTS:**

- Recommendation of Award (PDF)
- Form 2271 (PDF)
- Form 2274 (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

Requisition No. 12404076

<table>
<thead>
<tr>
<th>Project Code</th>
<th>Budget: $2,656,254.66</th>
<th>Actual: $2,656,254.66</th>
</tr>
</thead>
<tbody>
<tr>
<td>60CIP21007-50266014-700210</td>
<td>Budget: $2,656,254.66</td>
<td>Actual: $2,656,254.66</td>
</tr>
</tbody>
</table>

Budget Adjustment/Transfer Required: No

**REVISION INFORMATION:**

Prepared: 7/17/2024 04:15 PM by Elsy Ramirez
Last Updated: 7/26/2024 10:00 AM by Zachary Noblitt
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves and accepts the bid of SYB Construction, Inc., for the Freeport No. 2 Lift Station Rehabilitation Project in the amount of $2,656,254.66, and authorizes the City Manager or designee to execute the agreement between SYB Construction, Inc. and the City of Irving.

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on August 1, 2024.

RICHARD H. STOPFER
MAYOR

ATTEST:

Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

Kuruvilla Oommen
City Attorney
July 17, 2024

Ms. Ashley Waits, PE
City of Irving | Water Utilities
333 Valley View Lane, Irving, TX 75061
Irving, Texas 75061

Re: Freeport No. 2 Lift Station Rehabilitation
Recommendation of Bid Award

Dear Ms. Waits:

Bids were received for the Freeport No. 2 Lift Station Rehabilitation project and read aloud via virtual meeting at 3:30 PM on July 12, 2022.

A total of 2 bids were received for the project. The apparent low bidder was Urban Infraconstruction LLC with a total base bid of $2,389,884.00. The second lowest bidder was SYB Construction Company, Inc with a total base bid of $2,656,254.66. A bid tabulation is provided with this letter for additional reference.

LOWEST BIDDER

In review of the low bid submitted by Urban Infraconstruction LLC, Garver noted that the bidder failed to provide three references for projects of similar scopes of work. Garver contacted the references provided and one of the three references gave an unsatisfactory review of Urban Infraconstruction’s work on the project reporting significant delays, rework, staff turnover issues, and pending liquidated damages. In consideration of these items, Garver recommends rejecting the bid from Urban Infraconstruction LLC based on the City’s Standard Terms and Conditions.

The Standard Terms and Conditions, Part 15 is as follows:

15. Rejection of Bid. The City reserves the right to reject any or all Bids, and all Bids submitted are subject to this reservation. Bids may be rejected for any of the following reasons, or for any other reason as reasonably determined by the City:

a. Bids received after the time limit for receiving Bids as stated in the online solicitation.
b. Bids containing any irregularities.
c. Unbalanced value of any items.
d. Respondent fails to submit work experience of at least a minimum of three projects similar in scope.
e. Respondent does not propose to perform 60% of the project with employees on payroll at time of bidding and does not submit a list of the subcontractors that will perform the work along with their previous work experiences (minimum of three projects similar in scope).
SECOND LOWEST BIDDER

In review of the second lowest bid submitted by SYB Construction Company, Inc., the contractor submitted the required documentation, provided three projects with similar scopes as references, and appears to possess the necessary experience required for completion of this project as stated in the Instructions to Bidders. Garver contacted the references provided and received positive feedback of their performance, quality and project delivery.

SECOND LOWEST BIDDER ACCEPTANCE

Therefore, Garver recommends that the project be awarded to SYB Construction Company, Inc.

Please call me if you have any questions.

GARVER, LLC

Paul Banschbach, P.E.
Project Manager

Attachments: As-Read Bid Tabulation
### Event Number
135D-24F

### Organization
City of Irving, TX

### Event Title
Freeport No. 2 Lift Station Rehabilitation Project (REBID)

### Workgroup
Purchasing

### Event Owner
Darlene Humphries
dhumphries@cityofirving.org

### Phone
1 (972) 721-3752

### Issue Date
6/14/2024 11:05:28 AM (CT)

### Close Date
7/12/2024 03:30:00 PM (CT)

<table>
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<tr>
<th>Responding Supplier</th>
<th>City</th>
<th>State</th>
<th>Response Submitted</th>
<th>Lines Responded</th>
<th>Response Total</th>
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<td>IRVING</td>
<td>TX</td>
<td>7/12/2024 01:41:06 PM (CT)</td>
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<td>SYB Construction Company, Inc</td>
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<td>$2,656,254.66</td>
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Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.
ATTACHMENT C-5

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:  BRIAN WOOD  
Title:  VP

Company Name:  SYB CONSTRUCTION CO., INC

Date Signed:  7/12/24

NOTARIZATION

THE STATE OF  TEXAS  §

COUNTY OF  DALLAS  §

BEFORE ME, the undersigned notary public on this day personally appeared  BRIAN WOOD, on behalf of  SYB CONSTRUCTION CO., INC  (Company Name), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2271.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the  12  day of  JULY  , 20  24.

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#  135D-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:  

BRIAN WOOD, VICE-PRESIDENT

Print Name & Title:  

SYB CONSTRUCTION CO., INC

Company Name:  

7/12/24

Date Signed:  

NOTARIZATION

THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned notary public on this day personally appeared BRIAN WOOD, on behalf of SYB CONSTRUCTION CO., INC (Company Name), who, being duly sworn, stated under oath that he/she has read the foregoing verification required by Texas Government Code Section 2274.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 12th day of JULY, 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 # 135D-24F  

LSR #
Resolution -- Renewing the Annual Contract with Andrew B. Veitch dba Camsecplus in the Total Estimated Amount of $105,800.00 for Maintenance of Jail Electronics

Administrative Comments
1. This item is recommended by the Police Department. It supports Future in Focus: Safe and Secure City – Safeguard public safety, security and health.
2. Impact: Services provided under this contract include maintenance, service, repair, installation, and removal of jail electrical, electronic, and/or mechanical equipment. Camsecplus provides primary support for all equipment and subcomponents and coordinates with jail staff, other city staff, manufacturers, etc. for service and maintenance.
3. This renewal establishes an annual contract for the continuation of providing maintenance of jail electronics. This is the first of four, one-year renewal options. The current contract expires August 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>
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<tbody>
<tr>
<td>Andrew B Veitch dba Camsecplus</td>
<td>9/1/24 – 8/31/25</td>
<td>$ 15,000.00</td>
<td>2023-24</td>
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<td>$ 90,800.00</td>
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<tr>
<td>TOTAL</td>
<td></td>
<td>$105,800.00</td>
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</table>

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:
Contract Required: No
Review Completed By: N/A
Previous Action: 2023-319
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: Services provided by the vendor meet specifications and performance criteria.
Expenditures associated with this contract will be tracked using Contract No. 42300317-3.

CURRENT YEAR FINANCIAL IMPACT:

10012002-620011  Budget: $15,000.00  Actual: $15,000.00.
Budget Adjustment/Transfer Required: No
Purchase orders will be issued as needed for annual contract.

REVISION INFORMATION:

Prepared: 7/11/2024 04:06 PM by Maria Collier
Last Updated: 7/24/2024 06:01 PM by Janet Spugnardi
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby renews the annual contract with Andrew B. Veitch dba Camsecplus, in the estimated amount of $15,000.00 for the period of September 1, 2024 through September 30, 2024, and in the estimated amount of $90,800.00 for the period of October 1, 2024 through August 31, 2025, subject to funds being appropriated in Fiscal Year 2024-25, for Maintenance of Jail Electronics.

SECTION II. THAT funding 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 August 1, 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 Lone Star Trucking and Excavation, LLC in the Total Estimated Amount of $190,000.00 for Demolition Services for Code Enforcement for a Two-Year Period

Administrative Comments

1. This item is recommended by the Code Enforcement Department and the Capital Improvement Program (CIP) Department - Municipal Drainage Utility Division. It supports Future in Focus: Safe and Beautiful City - Improve property conditions and overall appearance of the city.

2. Impact: This contract allows the Code Enforcement Department to provide the following services: demolition of residential properties as required by either the Building and Standards process or exigent circumstances; other demolitions as needed by either the Code Enforcement or Capital Improvement Program departments.

3. An Invitation to Bid (ITB) was issued for these services which closed on June 3, 2024. Staff recommends awarding this contract to Lone Star Trucking and Excavation, LLC, as the lowest responsive, responsible bidder.

4. This award establishes a contract to provide as-needed demolition services for the Code Enforcement or Capital Improvement Program departments. The contract is for two years with three, one-year renewal options.

5. Funding for Fiscal Year 2023-24 is available in the Code Enforcement Department budget within the General Fund and in the Municipal Drainage Utility Operating 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 Est. Expenditure</th>
<th>Fiscal Year(s)</th>
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<td>$79,000.00</td>
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<td><strong>TOTAL</strong></td>
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**Recommendation**

The resolution be approved.

**ADDITIONAL COMMENTS:**

**Contract Required:** Yes  
**Review Completed By:** Janet M. Spugnardi
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 solicitations for ITB No. 037T-24F to 1,219 vendors, 635 of which were MWBE or HUB vendors. Four responses were received, four of which were from MWBE or HUB vendors. The lowest responsive, responsible bidder met specifications and is recommended for award. These expenditures will be tracked using Contract No. 42400332-2.

ATTACHMENTS:
- 2 - H-1D_- _Standard_Demolition_Agreement - signed (PDF)
- TGC 2271-2274 Verification Forms - signed (PDF)
- 037T-24F Bid Tabulation Details (PDF)

CURRENT YEAR FINANCIAL IMPACT:

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<th>Code</th>
<th>Budget</th>
<th>Actual</th>
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<td>52016304-610007</td>
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Budget Adjustment/Transfer Required: No
Purchase orders will be issued as needed for annual contract.

REVISION INFORMATION:

Prepared: 7/9/2024 03:45 PM by Tonya White
Last Updated: 7/26/2024 08:54 AM by Darlene Humphries
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves and accept the bid from Lone Star Trucking and Excavation, LLC, in the estimated amount of $16,000.00 for the period of August 2, 2024, through September 30, 2024, in the estimated amount of $95,000.00 for the period of October 1, 2024, through September 30, 2025, and in the estimated amount of $79,000 for the period of October 1, 2025, through July 31, 2026, subject to funds being appropriated in Fiscal Years 2024-25 and 2025-26, for ITB 037T-24F Demolition Services for Code Enforcement; and the City Manager or designee is authorized to execute the attached standard demolition agreement.

SECTION II. THAT funding for these expenditures is available in the Code Enforcement Department budget within the General Fund, and in the Municipal Drainage Utility 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 August 1, 2024.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
STANDARD DEMOLITION AGREEMENT
BETWEEN CITY OF IRVING, TEXAS AND CONTRACTOR
(ATTACHMENT H-1D)

This Agreement is made by and between the City of Irving, Texas, a home-rule municipality ("City") and Lone Star Trucking and Excavation, LLC, whose principal office is located at 4200 South Freeway, Suite 225, Fort Worth, Texas 76115 (the "Contractor") for Demolition Services described as 037T-24F Demolition Services for Code Enforcement and located throughout the City of Irving (the "Project"). The City and the Contractor (hereafter collectively the “Parties”) 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 Demolition Agreement
- Specifications or Technical Specifications
- Plans
- Special Instructions to Bidders
- Special Provisions, if any
- Standard Terms and Conditions for Construction
- Supplier Response (Bid)
- Performance Bond, Payment Bond, Maintenance Bond, Special Bond (if any)
- Insurance Requirements
- Change Orders/Field Orders
- 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.

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 in 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.

Contractor shall have no responsibility for the condition of the soils at the Work Site. Any excavation or other Work required by the City not specified in this Agreement other than the usual and customary excavation and grading shall be agreed to either in a Change Order for an amount in addition to the Contract Price; or, if available, in a Change Order using Contingency Funds within the Engineer’s discretion.

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.

Unless otherwise stated in the plans and specifications, the Work will include, but not be limited to, the dismantling, leveling and demolition of all Improvements, including, without limitation, buildings, below-grade foundations, parking areas, driveways, utility installations owned by the City located on or under the Site; removal and proper disposal of all debris resulting from such Work; and proper compaction and grading of the Site following the removal of all improvements and debris. The Work expressly includes identification and remediation, removal and proper disposal of asbestos and polychlorinated bi-phenyls comprising a portion of the improvements (as opposed to any such substances improperly released into the environment). Work will not include landscaping or finish grading unless called for in the plans or specifications.

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 upon payment of the City Inspector’s overtime costs. 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. **Demolition Permit and Notice.** In addition to other Contract requirements, the Contractor shall obtain a demolition permit prior to commencing the demolition of any structure in the City. Prior to issuance of the Notice to Proceed with Demolition, Contractor shall ensure that all meters, service loops, lines, cables and instruments shall be disconnected, abandoned and/or removed prior to commencement of any demolition and/or site clearance. If Contractor finds that any such items have not been disconnected, abandoned and/or removed, Contractor shall not proceed with the demolition and/or site clearance until such items have been disconnected, abandoned and/or removed. It is the duty of the owner and/or Contractor to contact all utility companies and ensure that all utilities have been disconnected.

Contractor shall submit a State demolition notification followed by a 10-day waiting period. This is required prior to any demolition and/or abatement activity whether there is asbestos present or not. All demolition and abatement activities must be done with wet methods.

When required by EPA Regulations, the Contractor shall provide the EPA with written notice of intention to remove asbestos and this notice shall include all EPA required information. This written notice shall be sent by certified mail, return receipt requested. The City shall be given a copy of this written notice and a copy of the EPA returned
receipt prior to the start of asbestos removal. Contractor shall also provide all notices, plans, and other documents as required under the asbestos regulations and shall provide the City with a copy of all such notices. Contractor shall provide the City with copies of all truck asbestos hauling permits, dumping receipts, monitoring test results, and any and all documentation as may be required by the asbestos regulations and pay any required fees.

6. Costs of Materials. 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.

7. 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.

8. 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 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 manufacturer’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.

9. Survey. If the Project is near the City’s property boundary, the City will identify property lines to the Contractor. If any party has any doubt about the location of the property lines, the City shall provide Contractor with a survey done through a licensed surveyor. Upon request of the Contractor, the City will provide Contractor copies of any covenants, conditions, or restrictions that affect the Work on the Project.

10. Salvage and Ownership. Contractor shall have salvage rights to all components of the improvements to the Site, subject to the Contract provisions and except only any asbestos containing materials, equipment containing polychlorinated bi-phenyls or any other Hazardous Materials, which must be disposed of as provided for herein. No right, title, property or interest in and to the land on which the improvements stand is created, assigned, conveyed, granted, or transferred to Contractor, or any other persons, except only the license to enter onto the Property to demolish and remove the improvements in strict accordance with the Contract. If the City terminates this Agreement, title to the Improvements remaining on the Site as of the date of termination revert to and vest in the City without release or prejudice to claims between the parties.

11. Safety. Contractor agrees that the Contractor will take proper precautions to prevent injury or damages to persons or property, including without limitation providing, erecting, and maintaining all reasonable, necessary, or required safety devices for its employees and flagmen, erecting proper barricades and other safeguards around its Work, and posting danger signs and other warning devices where warranted by the nature of the existing condition of the Work as detailed in the plans and specifications and Standard Terms and Conditions for Construction. In any event, Contractor shall promptly and properly replace any safety devices provided by others or Contractor and which are disturbed by Contractor’s Work.
Explosives or hazardous materials are prohibited unless specifically called for in the Plans and Specifications. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel and in accordance with all applicable Legal Requirements.

12. Environmental Regulations. Contractor shall abide by all applicable environmental laws in performance of the demolition services and related to hazardous materials. Contractor shall take no action or inaction that exposes the City to liability or non-compliance or other findings or damages, penalties or fines related thereto. In the event a regulatory agency assesses either a monetary or non-monetary fine or penalty for Contractor’s non-compliance, the Contractor shall reimburse the City for all associated costs. Contractor shall remove all hazardous material and waste upon completion of the contract. A bandoned waste shall be managed as “unknown waste”, and the Contractor shall bear the cost of any analytical, disposal, or other costs incurred. The City of Irving landfill does not accept asbestos containing materials and the Contractor is responsible for disposing of the material at an approved disposal facility.

The City endeavors to perform a Phase I Environmental Study prior to Work commencement. The City will make best efforts to notify the Contractor that it anticipates that the improvements to be demolished contain various asbestos containing materials, lead paint and/or other Hazardous Materials, including but not limited to, transformers and/or other electrical equipment containing polychlorinated biphenyls which are located at the Site. If the Contractor encounters Hazardous Materials or if Contractor or anyone for whom the Contractor is responsible creates a Hazardous environmental condition, Contractor shall immediately secure or otherwise isolate such conditions, stop all Work in connection with such condition and in any area affected thereby (except in an emergency) and notify the City immediately (and promptly thereafter confirm in writing). Contractor shall be responsible for Hazardous environmental conditions created with any materials brought to the Project by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible. Receiving of a report from the City, whether oral or written, regarding the presence or absence of asbestos or other Hazardous Materials, receiving no report, or receiving an incomplete report, does not alleviate Contractor of this duty. Contractor shall warrant to the City that it has experience in handling Hazardous Materials, has inspected the Site for the presence of Hazardous Materials and has included the cost of remediation and disposal of such Hazardous Materials in the Contract Price.

Contractor shall abide by all EPA regulations to prevent emissions of particulate asbestos material to the outside air. Prior to the start of work, Contractor shall provide the City with a copy of Contractor's asbestos removal procedure. Contractor shall provide all personal protective equipment, as required by OSHA Standards 29 C.F.R. §§ 1910.1001, for its employees. Contractor shall provide all personal protective equipment to City’s personnel who may be required to inspect the work. Contractor shall immediately report a release to all appropriate agencies and to the City in the event a release occurs during the performance of the Work that requires immediate reporting to one or more federal, state or local agencies pursuant to applicable law including but not limited to the Emergency Planning and Community Right-To-K now Act of 1986, CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.), the Clean Water Act and the Oil Pollution Act of 1990. The term, “immediate reporting” shall mean those instances where reporting is required within 15 minutes of the incident such that it is not practical to contact the City prior to making such report. Otherwise, Contractor shall promptly advise the City in writing of any condition which it reasonably believes requires reporting. Contractor shall, subject to City review, make such reports and shall provide the City with copies of any such reports.

the ordinances, rules, and permits of the City of Irving, Texas, and any other similar federal, state or local laws, or any federal, state, or local laws relating to the environment or to hazardous or waste materials.

"Hazardous Materials" means: (A) any substance, material, or waste that is included within the definitions of "hazardous substances", "hazardous materials", "hazardous waste", "toxic substances", "toxic materials", "toxic waste", or words of similar import in any Environmental Law; (B) the substances listed as hazardous substances by the United States Department of Transportation (or any successor agency) (49 C.F.R. 172.101 and amendments thereto) or by the EPA (40 C.F.R. 302 and amendments thereto); and (C) any substance, material, or waste that is petroleum, petroleum related, or a petroleum by-product, asbestos or asbestos containing material, lead or lead containing materials, polychlorinated biphenyls, flammable, explosive, or radioactive materials, Freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical.

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 $95,000. 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. 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.

3. 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 elements. 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.

4. 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-one (31) 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.

5. 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. 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.”

6. **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 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 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. A 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 Notice 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.

7. **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.

8. **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 Bid and/or Special Instructions to Bidders. 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 $1,000.00 (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.


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, five (5) 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 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, inaccuracy, 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-specified 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 when a nuisance or hazardous condition results, 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 person or 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.

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 reason 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.

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

Lone Star Trucking and Excavation, LLC
CONTRACTOR

By: ____________________________ (sign)

APPROVED AS TO FORM:

-----------------------------
KURUVILLA OOMMEN, CITY ATTORNEY

Standard Demolition Contract (Rev. 01/4/2024)
"INDEX" History

Document created by Tonya White (twhite@cityofirving.org)
2024-07-03 - 1:21:41 PM GMT

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Signature Date: 2024-07-03 - 1:43:22 PM GMT - Time Source: server

Agreement completed.
2024-07-03 - 1:43:22 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: ____________________________

Print Name: Crystal Chavez       Title: CEO

Company Name: Lone Star Trucking and Excavation LLC

Date Signed: July 8 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 # ITB 037T-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: Crystal Chavez                Title: CEO

Company Name: Lone Star Trucking and Excavation

Date Signed: July 8, 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/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 # ITB 037T-24F  LSR #__________
Form 1295 TGC 2271-2274 Verification Forms

Final Audit Report 2024-07-08

Created: 2024-07-08
By: Tonya White (twhite@cityofirving.org)
Status: Signed
Transaction ID: CBJCHBCAABAACJZH-GRhgkCvfqUwgJlKZn042CDKg1R

"Form 1295 TGC 2271-2274 Verification Forms" History

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Signature Date: 2024-07-08 - 9:18:39 PM GMT - Time Source: server

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2024-07-08 - 9:18:39 PM GMT
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<td>1</td>
<td>Non-brick veneer single story structures (concrete foundation) including attached garages, carports, patios, porches and steps</td>
<td>Sq. Ft.</td>
<td>$9.00</td>
<td>$8.00</td>
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<td>Brick veneer single story structures (concrete foundation) including attached garages, carports, patios, porches and steps</td>
<td>Sq. Ft.</td>
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<td>$9.00</td>
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<td>3</td>
<td>Non brick veneer single story structures (pier and beam foundation) including attached garages, carports, patios, porches and steps</td>
<td>Sq. Ft.</td>
<td>$8.00</td>
<td>$9.00</td>
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<td>Brick veneer single story structures (pier and beam foundation) including attached garages, carports, patios, porches and steps</td>
<td>Sq. Ft.</td>
<td>$8.50</td>
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<td>Block or Rock structure including attached garages, carports, patios, porches and steps</td>
<td>Sq. Ft.</td>
<td>$4.00</td>
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<td>Manufactured, Trailer or Mobile home including attached garages, carports, patios, porches and steps</td>
<td>Sq. Ft.</td>
<td>$4.50</td>
<td>$3.50</td>
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<td>Swimming Pool (includes punching bottom and clean fill dirt)</td>
<td>Cu. Ft.</td>
<td>$2.25</td>
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<td>All other structures and/or free standing carports or garages and any steps</td>
<td>Sq. Ft.</td>
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<td>9</td>
<td>Sidewalks and driveways</td>
<td>Sq. Ft.</td>
<td>$0.90</td>
<td>$3.00</td>
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<td>Sq. Ft.</td>
<td>$12.00</td>
<td>$10,555.56</td>
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<td>Sq. Ft.</td>
<td>$15.00</td>
<td>$10,555.56</td>
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<td>Sq. Ft.</td>
<td>$17.00</td>
<td>$10,555.56</td>
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<td>Block or Rock structure including attached garages, carports, patios, porches and steps</td>
<td>Sq. Ft.</td>
<td>$16.00</td>
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<td>Manufactured, Trailer or Mobile home including attached garages, carports, patios, porches and steps</td>
<td>Sq. Ft.</td>
<td>$12.00</td>
<td>$10,555.56</td>
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<td>Swimming Pool (includes punching bottom and clean fill dirt)</td>
<td>Cu. Ft.</td>
<td>$6.00</td>
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<td>Sq. Ft.</td>
<td>$10.00</td>
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<td>Sidewalks and driveways</td>
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<td>$10.00</td>
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Resolution -- Approving Execution of an Emergency Construction Contract Between the City of Irving and Cousin’s Waterproofing, LLC dba Next Gen Construction in the Estimated Amount of $744,600.00 for Emergency Roof Replacement at the North Police Station

Administrative Comments

1. This item is recommended by the Capital Improvement Program and Human Resources Departments. It supports Future in Focus: Infrastructure Investment – Support strategic investment in City Facilities.

2. **Impact:** Approval of this item will allow for execution of the necessary construction contract for commencing with the roof replacement at the North Police Station located at 5992 Riverside Drive, Irving, Texas, 75039.

3. The existing standing seam metal roof system of the North Police Station sustained damage on June 1, 2024 when a severe storm picked up a neighboring structure and blew it onto the police station roof. Temporary repairs were made to provide a short-term fix which were completed on June 11, 2024; however, an emergency was declared on July 8, 2024 due to the need for a full roof replacement to prevent further damage to the structure and for the well-being of the employees who occupy that facility.

4. Cousin’s Waterproofing, LLC dba Next Gen Construction has provided a quote for the roof replacement necessary for a long-term solution for this facility and is able to mobilize to complete the repair as soon as the necessary materials arrive. A purchase order has already been issued so that materials orders could be placed.

5. Funding in the estimated amount of $744,600.00 per the attached quote is available in the Property and Casualty Insurance Fund

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

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<tr>
<td>Yes</td>
<td>Jennifer DeCurtis</td>
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<th>Discretionary Contract Disclosure Form Required</th>
<th>Certificate of Interested Parties (Form 1295) Required</th>
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<th>TGC 2271 Verification Form Required</th>
<th>TGC 2274 Verification Form Required</th>
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ATTACHMENTS:
CURRENT YEAR FINANCIAL IMPACT:

GPSPRING24-OP EXP - 61051604-646020  Budget: $744,600.00  Actual: $744,600.00
Budget Adjustment/Transfer Required: No
PO #22402590

REVISION INFORMATION:

Prepared:  7/17/2024 05:44 PM by Darlene Humphries
Last Updated:  7/24/2024 06:21 PM by Darlene Humphries
WHEREAS, the existing standing seam metal roof system of the North Police Station sustained damage on June 1, 2024 when a severe storm picked up a neighboring structure and blew it onto the police station roof; and

WHEREAS, temporary repairs were made to provide a short-term fix which were completed on June 11, 2024; however, an emergency was declared on July 8, 2024 by the Capital Improvement Program Director due to the need for a full roof replacement to prevent further damage to the structure and for the well-being of the employees who occupy that facility; and

WHEREAS, Cousin’s Waterproofing, LLC dba Next Gen Construction was able to provide a quote for the roof replacement so that the necessary materials could be ordered to complete said replacement, with cost of said materials included in the aforementioned quote; and

WHEREAS, the attached Emergency Construction Contract is necessary to adequately cover the city’s interests with regard to the necessary construction work for this roof replacement; 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;

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 emergency construction contract between the City of Irving and Cousin’s Waterproofing, LLC dba Next Gen Construction in the estimated amount of $744,600.00, and the City Manager is authorized to execute said contract.

SECTION II. THAT funding is available in the Property and Casualty Self-Insurance Fund.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on August 1, 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: July 8, 2024

Subject: Declaration of an Emergency Roof Replacement at North Police Station

I have authorized an emergency roof replacement to be completed by Next Gen Construction. The roof of the North Police station on Riverside Drive was damaged on June 1, 2024 when a severe storm picked up a neighboring structure and blew the structure onto the police station roof. The existing standing seam metal roof system of the police station was damaged and is in need of replacement. The roof was temporarily repaired with a short-term fix. The replacement of the roof is a long-term solution to prevent further damage to the structure and for the well-being of the employees that occupy the facility. The quote for the work is $744,600.00

Next Gen Construction is a part of the TIPS Purchasing cooperative, contract # 23010402. The City has a vendor member agreement in-place with Cousin’s Waterproofing LLC dba Next Gen Construction.

Risk Management has provided authorization to proceed with the project since a property damage insurance claim has been filed.
We are pleased to submit this proposal to reroof the standing seam metal at the Irving Police – North Station located at 5992 Riverside Drive, Irving, TX 75039 for the Owner(s). This proposal includes both labor and materials for the work as described below.

The cost of Payment and Performance Bonds are included in the cost of this proposal.

The cost of City Permits is included in the cost of this proposal.

 Irving Police – North Station – Standing Seam Reroof
ROOF WORK INCLUDES

1. Remove existing roof down to Deck Surface.
2. Remove and replace and damaged decking and insulation as a supplement.
3. Install new High Temp Ice and Water Shield over the existing decking.
4. Install metal roof system and components per engineered installation drawings provided by Manufacturer.
5. Install Clips per Wind Uplift calculations and fastening pattern
6. Install new flashing on side walls and head walls
7. Install all perimeter termination flashing per Engineered Drawings
8. Fasteners to be specified in engineered shop drawings by Manufacturer
9. Install gutter system per shop drawings provided by Manufacturer
10. Install pop rivets per shop drawings provided by Manufacturer
11. Install sealant per shop drawings provided by Manufacturer
12. Install foam in valley and perimeter locations per shop drawings provided by Manufacturer
13. Remove and replace vertical wall flashing assemblies adjoining steel projections in field of roof area.
14. Remove and Replace Car Port Metal Roof Panels with Like Kind and Quality Materials (24 GA)

EXCLUDES

1. Any structural deficiencies and/or conditions or discrepancies.
2. Any plumbing, electrical and mechanical work.
3. Testing and submittals.
4. Work not specified in line items above.

TOTAL VALUE OF WORK AS OUTLINED ABOVE:

$ 730,000.00  Labor, Material, Equipment
$  14,600.00   Payment and Performance Bonds
$ 744,600.00  Total
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 Cousins Waterproofing LLC dba Nex Gen Construction with offices located in Fort Worth, TX (hereinafter referred to as the "Contractor") (collectively, "the parties") for the work described as Standing Seam Reroof and located at 5992 Riverside Drive, Irving, TX (the "Project").

WHEREAS, the Contractor entered into an agreement with TIPS - The Interlocal Purchasing System (the "Cooperative") under Contract No 23010402 for Trades. Labor, and Materials (JOC), which expires on April 30, 2028, 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(f), 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 in 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 therefor 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 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 $744,600.00. 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. **Retention.** 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 unexplained delay or abandonment, withhold or nullify 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 $500.00 (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-specified 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 22nd day of July, 2024.

---

**CITY OF IRVING, TEXAS**

**OWNER**

By: ______________________________

CHRIS HILLMAN, CITY MANAGER
OR DESIGNEE

---

**Cousins Waterproofing LLC DBA NextGen Construction**

**CONTRACTOR**

By: ______________________________ (sign)

C. Blake Bolin - Partner (print)

---

**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 he or she executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of ____________, A.D., 2________

_________________________________________  Notary Public in and For

_________________________________________  County, _____________

My Commission expires: _______________________

PARTNERSHIP ACKNOWLEDGMENT

THE STATE OF _____________________________ $
COUNTY OF _____________________________ $

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

_________________________________________  ____________________________________________
(Print Name)  (Print Title)

of ________________________________________, a partnership, known to me to be the person and partner whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said partnership, and that he or she was duly authorized as a partner of such partnership to perform 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 Texas $
COUNTY OF Tarrant $

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

C. Blake Bolin

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, Texas

My Commission expires: February 9, 2028

A. KERRIE JOHNSON
Notary Public, State of Texas
Comm. Expires 02-09-2028
Notary ID: 125246337
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 & Title: Blake Bolin - Partner

Company Name: Next Gen Construction

Date Signed: July 25, 2024

NOTARIZATION

THE STATE OF Texas $

COUNTY OF Tarrant $

BEFORE ME, the undersigned notary public on this day personally appeared Blake Bolin, on behalf of Next Gen Construction (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 25th day of July, 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.

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 & Title:  Blake Bolin - Partner

Company Name:  Next Gen Construction

Date Signed:  July 25, 2024

NOTARIZATION

THE STATE OF  Texas  §

COUNTY OF  Tarrant  §

BEFORE ME, the undersigned notary public on this day personally appeared Blake Bolin, on behalf of Next Gen Construction (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 25th day of July, 2024.

NOTARY PUBLIC IN AND FOR THE STATE OF Tarrant

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  

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.

LSR #__________
Resolution -- Authorizing Expenditures with Air Conditioning Innovative Solutions, Inc., in the Total Estimated Amount of $900,000.00 for HVAC Maintenance and Replacement Services for City Facilities 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 item supports as-needed HVAC maintenance and replacement services for many of the City’s facilities. It ensures that funding is available for known and unknown expenses associated with the City’s HVAC systems. This contract allows timely repair/replacement of City equipment at prices that are favorable to the City.

3. A Vendor/Member Contract utilizing TIPS Contract No. 24010401 for Trades, Labor & Material (NON-JOC), between the City of Irving and Air Conditioning Innovative Solutions, Inc., which expires on April 30, 2029, was approved on June 24, 2024, by Administrative Award No. 9270.

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>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>8/2/24 - 4/30/25</td>
<td>$250,000.00</td>
<td>2023-24</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$650,000.00</td>
<td>2024-25</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$900,000.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: No
Previous Action: None
Discretionary Contract Disclosure Form Required: No
Certificate of Interested Parties (Form 1295) Required: No
TGC 2271 Verification Form Required: No
TGC 2274 Verification Form Required: No

Comments: These as-needed expenditures under TIPS Contract No. 24010402 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. 42400347-4

CURRENT YEAR FINANCIAL IMPACT:

Various  Budget: $250,000.00  Actual: $250,000.00
Budget Adjustment/Transfer Required: No
Purchase orders will be issued as needed.

REVISION INFORMATION:

Prepared: 6/21/2024 04:49 PM by Leona Franklin
Last Updated: 7/26/2024 10:14 AM by Darlene Humphries
CITY OF IRVING
COUNCIL RESOLUTION NO. (ID # 14776)

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, Inc. (ACIS) on June 24, 2024 by Administrative Award No. 9270 which supports utilization of TIPS Contract No. 24010402 for Trades, Labor & Materials (NON-JOC) which expires on April 30, 2029;

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 authorizes as-needed expenditures with Air Conditioning Innovative Solutions, Inc., in the estimated amount of $250,000.00 for the period of August 2, 2024, through September 30, 2024, and in the estimated amount of $650,000.00 for the period of October 1, 2024, through April 30, 2025, subject to funds being appropriated in Fiscal Year 2024-25, for repair/replacement of equipment utilizing TIPS Contract No. 24010402.

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 August 1, 2024.

______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

______________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

______________________________
Kuruvilla Oommen
City Attorney
Resolution -- Revising City Council Resolution No. 2024-263 to Include an Additional Funding Source for the Annual Contract with CCGMG, LLC Series B, for Concrete Repair of Sidewalks, Utility Cuts, Streets, and Alleys

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 city’s Road to the Future program. The addition of the General Non-Bond CIP Fund as a fourth funding source as noted below will provide the appropriate funding to move forward with critical infrastructure improvements. There is no change to the contract value at this time.

3. This contract, which was awarded by Council Resolution No. 2024-263 on July 11, 2024, supplements 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. Utilizing a contractor for these maintenance operations removes the need to maintain these items with additional staff and does not require additional expensive pieces of equipment.

4. Funding for Fiscal Year 2023-24 is available in the General Non-Bond CIP Fund in addition to the previously identified Traffic and Transportation Department budget within the General Fund and the Street Improvement Bond and Municipal Drainage Utility Non-Bond CIP funds as noted in the original contract award, while funding for Fiscal Year 2024-25 is subject to budget appropriation.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: No  Review Completed By: N/A
Previous Action: RES-2024-263  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: These as-needed expenditures will be tracked using Contract No. 42400340-4.
CURRENT YEAR FINANCIAL IMPACT:

None
As-needed Purchase Orders will also be issued utilizing 42CIP24029 - 49914207-700010

REVISION INFORMATION:

Prepared:  7/15/2024 12:39 PM by Leona Franklin
Last Updated:  7/24/2024 05:43 PM by Zachary Noblitt
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 14820)

WHEREAS, the City Council approved an annual contract with CCGMG, LLC Series B for concrete repair of sidewalks, utility cuts, streets, and alleys on July 11, 2024; and

WHEREAS, City staff desires to spend dollars on said contract from another funding source not previously identified during the award of the contract; and

WHEREAS, the additional funding source will allow City staff to expeditiously engage the contractor to perform work critical to the City’s roadway infrastructure.

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

SECTION I. THAT the City Council hereby revises City Council Resolution No. 2024-263 to include an additional funding source, the General Non-Bond CIP Fund, for the annual contract with CCGMG, LLC Series B for concrete repair of sidewalks, utility cuts, streets, and alleys.

SECTION II. THAT there is no change in contract value associated with the addition of said funding source.

SECTION III. THAT funding for these expenditures is currently available in the General Non-Bond CIP Fund in addition to the previously identified Traffic and Transportation Department budget within the General Fund and the Street Improvement Bond and Municipal Drainage Utility Non-Bond CIP 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 August 1, 2024.

____________________________

RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________

Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

____________________________

Kuruvilla Oommen
City Attorney
Resolution -- Rejecting any and All Bids Relative to 133LF-24F for Concrete Repair of Sidewalks, Utility Cuts, Streets, and Alleys

Administrative Comments

1. This item is recommended by the Traffic & Transportation and Economic Development departments. 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. Traffic & Transportation has determined that quantities need to be revised and the contract value needs to be increased and therefore recommends rejecting all responses so that the contract can be rebid.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

<table>
<thead>
<tr>
<th>Contract Required:</th>
<th>No</th>
<th>Review Completed By:</th>
<th>N/A</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: No

Certificate of Interested Parties Form Required: No

TGC 2271 Verification Form Required: No

TGC 2274 Verification Form Required: No

Comments: Purchasing sent solicitation notices for ITB No. 133LF-24F to 5,802 vendors, 3,918 of which were MWBE or HUB vendors. Four responses were received, two of which were from MWBE or HUB vendors.

CURRENT YEAR FINANCIAL IMPACT:

None

REVISION INFORMATION:

Prepared: 7/17/2024 06:15 PM by Darlene Humphries
Last Updated: 7/23/2024 10:06 AM by Darlene Humphries
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby rejects any and all bids relative to Invitation to Bid No. 133LF-24F for Concrete Repair of Sidewalks, Utility Cuts, Streets, and Alleys.

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 August 1, 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 Virginia Transformer in the Total Amount of $1,338,774.00 for Unit Substation Transformers for the Princeton Pump Station Expansion Project

Administrative Comments

1. This item is recommended by the Water Utilities Department. It supports Future in Focus: Infrastructure Investment – Provide an adequate water supply now and in the future.

2. **Impact:** Approval of this item will allow Water Utilities to procure critical pieces of equipment with a long lead-time for the Princeton Pump Station Expansion Project.

3. Upper Trinity Regional Water District (Upper Trinity) is providing funding for improvements to the Princeton Pump Station on Irving’s Lake Chapman Raw Water Supply System. The improvements will increase the pumping capacity from 65 million gallons per day (MGD) to 104 MGD to accommodate the additional flow from Upper Trinity’s new Lake Ralph Hall.

4. The existing pump station utility transformers are not large enough to handle the proposed electrical load for the pump station improvements. The contract includes fabrication, delivery, and field services for two new 4,160-volt transformers to replace the existing utility transformers. Installation of the transformers will be included in the Princeton Pump Station Expansion Project construction.

5. The estimated lead-time for the transformers is 1.5 to 2 years. Pre-purchasing the transformers is critical to meet the necessary construction schedule for the pump station improvement and meet Upper Trinity’s expected flow demands.

6. Three responses were received for ITB No. 083D-24F on March 22, 2024, two of which were non-responsive. The bid from Virginia Transformer meets technical specifications, offers reasonable pricing, and is recommended for award.

7. Minority- and/or Woman-Owned Enterprise (MWBE) participation in this award is 100%.

8. Funding in the total amount of $1,338,774.00 is available in the Water Improvement Bond Fund. Upper Trinity will provide funding in the amount of $1,338,774.00 for the transformers.

**Recommendation**

The resolution be approved.

**ADDITIONAL COMMENTS:**

**Contract Required:** Yes  
**Review Completed By:** Zachary Noblitt

**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 #083D-24F to 2,516 vendors of which 1,414 were M/WBE or HUB vendors. Three responses were received, one of which was from an M/WBE or HUB vendor and two of which were non-responsive. The lowest responsive, responsible bidder is recommended for award. Pricing is reasonable and within budget.

ATTACHMENTS:
Agreement (PDF)

CURRENT YEAR FINANCIAL IMPACT:
50256009-700205 Budget: $1,338,774.00 Actual: $1,338,774.00
Budget Transfer/Adjustment Required: No
Req # 12302860

REVISION INFORMATION:
Prepared: 5/15/2024 07:10 PM by Darlene Humphries
Last Updated: 7/26/2024 10:17 AM by Darlene Humphries
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves and accepts the bid of Virginia Transformer in the total amount of $1,338,774.00 for ITB No. 083D-24F Unit Substation Transformers for the Princeton Pump Station Expansion Project and awards a contract to said company in said amount.

SECTION II. THAT funding for this expenditure is available in the Water 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 August 1, 2024.

__________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

__________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

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

2. **Requirements**
   By submitting a bid, the Seller agrees to provide the City of Irving with the specified goods or services
   described in the solicitation in accordance with these standard terms and conditions, at the agreed upon
   bid price and in compliance with the stated specifications and any subsequent addendums issued prior
   to the date of the bid opening.

3. **Legal Compliance**
   Buyer represents and warrants that its specifications comply with all applicable Standards and Codes,
   laws, ordinances and regulations. Seller must comply with all Federal, State and Local laws, statutes,
   ordinances, regulations and standards in effect at the time of delivery of goods and services, and must
   maintain any and all required licenses and certificates required under the same laws, statutes,
   ordinances, regulations and standards for services and/or goods provided in response to this solicitation.

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

5. **Silence of Specification**
   The apparent silence of these specifications as to any detail or to the apparent omission from it of a
detailed description concerning any point shall be regarded as meaning that only the best commercial
practices are to prevail. All interpretations of these specifications shall be made on the basis of this
statement.
6. Non-Discrimination
Seller shall not discriminate against any employee or applicant for employment of Seller or of the City of Irving because of race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. Seller shall take action to ensure that all persons are employed and/or treated without regard to their race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. This action shall include, but not be limited to the following: employment, promotion, demotion, transfer, working conditions, recruitment, layoff, termination, rates of pay or other forms of compensation, and training opportunities.

7. Immigration Nationality Act
The City of Irving actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Seller shall verify the identity and employment eligibility of all employees who perform work under this Contract. Seller shall complete the Employment Eligibility Verification Form (I-9), maintain photocopies of all supporting employment eligibility and identity documentation for all employees, and upon request, provide Seller with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Contract. Seller shall establish appropriate procedures and controls so that no services will be performed by any worker who is not legally eligible to perform such services. Seller shall provide City with a certification letter that it has complied with the verification requirements required by this Contract. Seller shall indemnify City from any penalties or liabilities due to violations of this provision. City shall have the right to immediately terminate this Contract for violations of this provision by Seller.

8. Disability
In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Seller warrants that it and any and all of its subcontractor will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Seller or any of its subcontractor. Seller warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold City harmless against any claims or allegations asserted by third parties or subcontractor against City arising out of Seller's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.

The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21. Nondiscrimination in Federally-Assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Sellers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

10. Minority- and/or Woman-Owned Business Participation
As a matter of policy with respect to City of Irving projects and procurements, the City and its contractors shall not discriminate on the basis of race, color, religion, national origin, or sex in the award and performance of contracts. The City's Good Faith Effort (GFE) plan establishes subcontracting goals for all prospective Sellers to ensure a reasonable degree of M/WBE participation in city contracts. Participation goals are as follows: Construction – 30%, Architectural & Engineering – 28%, Professional Services, 33%, Other Services - 20%, and Goods – 10%. The Seller recommended for award shall agree to meet the established goals or must demonstrate and document a "good faith effort" to include M/WBEs in subcontracting opportunities. The Seller recommended for award who fails to adequately document good faith efforts to
subcontract or purchase significant material supplies from M/WBEs may be denied award of the contract by the City based on the contractor’s failure to be a “responsive” Seller.

11. **Inclusive Pricing**
Bid pricing is to include all expenses, fees and charges related to the delivery of the specified goods or services. The City will not pay any additional charges other than the bid price unless requested by the City on the bid response sheet.

12. **Firm Prices**
Unless otherwise stated in the specifications, Seller’s prices remain firm for 120 days from date of bid opening and, upon award, remain in effect for the contract period specified in the solicitation. If formal award has not occurred within 120 days of bid opening, the vendor and the City may mutually agree to extend the firm price period.

13. **Seller to Package Goods**
Seller will package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of container, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing list.

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

15. **Delivery Terms**
Prices bid and quoted shall always be Freight On Board (F.O.B.) Delivered, to Municipal Facility, Irving, Texas, and shall include all freight, delivery and packaging costs. The City of Irving assumes no liability for goods damaged while in transit and/or delivered in a damaged or unacceptable condition. The Seller shall be responsible for and handle all claims with carriers, and in case of damaged goods shall ship replacement goods immediately upon notification by the City of damage.

16. **Transportation Charges**
Seller shall be responsible for all charges which relate to the delivery of goods to the City’s specified receiving point, and for shipping or transportation charges for returning to Seller any goods rejected as non-conforming to the specifications.

17. **Delivery and Acceptance**
The City will receive only those goods and/or services as authorized by City purchase order. Seller must obtain City employee signature upon delivery. Seller warrants that all deliveries relating to this solicitation be of the type and quality specified by the City. The City may refuse or reject any delivery failing to meet specifications and shall not be held to have accepted any delivery until after it has made an inspection of same. The City is the final judge as to acceptability of goods and/or services under this solicitation.

18. **Failure to Deliver**
If a Seller is unable to deliver the quantity or quality of specified goods or services, or is unable to deliver goods or services within a time period when included in the specifications and does not form a mutually agreed upon plan to cure, the City shall be
authorized to purchase from any other available source, consistent with State of Texas procurement statutes. The Seller shall be responsible for the difference in price between the awarded price and what the City can procure the goods or services for at that time.

19. **Force Majeure**
Notwithstanding anything in the Contract which is or may appear to be to the contrary, if the performance by either party to the Contract of any covenant or obligation hereunder (specifically excluding any monetary obligations) is delayed as a result of circumstances which are beyond the reasonable control of such party and such party gives the other party to this Contract written notice of the event causing such delay within thirty days of such event causing the delay ("Force Majeure Event"). Any Force Majeure Event claimed by the Seller may be granted at the City’s sole discretion and the time for such performance shall be extended by the amount of time of such delay. If a Force Majeure Event is caused by the City the time for such performance shall be extended by the amount of time of such delay. Such circumstances that are considered a Force Majeure Event include, without limitation, acts of God; war; acts of civil disobedience; epidemics, pandemics, quarantines, fire or other casualty; adverse weather conditions that cause work to stop completely (such as, by way of illustration and not limitation, severe rain storms, below-freezing temperatures which cause icing conditions, hurricanes, or tornadoes); and labor actions, strikes or similar acts. Furthermore, 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.

20. **Taxpayer Identification**
Seller must provide the City with a current W-9 Form "Request for Taxpayer Identification and Certification" before goods or services can be procured from the Seller.

21. **Taxes**
The City is exempt from Federal Excise and State Sales taxes. Taxes must not be included in bid pricing. Tax exemption certificates will be prepared and executed by the City’s Purchasing Division and furnished upon request.

22. **Payment**
Payment will be made as follows: 15% Upon Purchase Order
20% Upon Drawing Submission, Net 30
60% at Factory Acceptance Testing, Net 30
5% Upon Delivery or Placement into Storage, Net 30.

23. **Limitation of Liability**
Neither party shall be liable to the other for any incidental, indirect, special, punitive, or consequential damages regardless of whether liability would arise under contract or tort (including negligence and strict liability), warranty, indemnity, or otherwise. Neither party’s liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof shall exceed two times the total contract/order price.
The City shall not be liable for any claims which may be asserted by any third party made in connection with the goods sold proportionate to Seller's responsibility.

24. **New Products**

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

25. **Warranties**

For the period set forth below in this paragraph, Seller warrants that each newly manufactured item sold hereunder, and such portion of a repaired/refurbished item as has been repaired or replaced by Seller under this warranty, shall be free from defects in material, workmanship, or title at the time of shipment and shall perform during the warranty period in accordance with the specifications incorporated herein. Should any failure to conform to these warranties (excluding any defects in title) be discovered and brought to Seller’s attention during the warranty period and be substantiated by examination at Seller's factory or by authorized field personnel, then (i) Seller shall correct such failure, at Seller’s exclusive option, repair or replacement of the nonconforming item or portion thereof with Buyer promptly making product available to be worked by Seller’s personnel or agents without interference with no additional cost to the Seller; or (ii) Buyer making available product F.O.B. Seller’s plant with Seller’s written return authorization, at Seller’s exclusive option, for repair or replacement of the nonconforming item or portion thereof. Buyer agrees that this remedy shall be its sole and exclusive remedy against Seller and that no other remedy shall be available or pursued by Buyer against Seller. In no event shall the Seller be liable for any costs or expenses in excess of those described in this paragraph and expressly excluding any liability or damages for special, incidental, or consequential damages.

The warranty period for newly manufactured items shall extend 60 months from the date of first energization or 60 months from the date of shipment whichever occurs first or unless a different warranty period is agreed to by Seller. The warranty period for repaired/refurbished articles shall extend for the unexpired warranty period of the item repaired or replaced or for 90 days, whichever is longer. This warranty shall be voided and not extend to any item that upon examination by Seller is found to have been subject to:

a) blatant mishandling, misuse, negligence, or accident.
b) storage, installation, operation, testing, or maintenance that either was not in accordance with Seller's specifications, instructions, manuals, or otherwise improper, or contrary to industry standards.
c) tampering as evidenced for example by broken seals, damaged packaging containers, etc.
d) testing of equipment above normally accepted field tests that is not IEEE certified.
e) repair or alteration by anyone other than Seller without Seller’s express advance written approval.
f) multiple delinquent payment(s) not received per terms of sale without an attempt to cure.

Failure to promptly notify Seller in writing upon discovery of any non-conforming items during the warranty period shall void the warranty as to such items. Buyer shall describe any such non-conformity in detail, expressing its position as to return of any article under the remedy provided herein. No returns shall be accepted without prior approval by Seller. No back charges shall be accepted without the prior written consent of Seller’s authorized representative. Where a failure cannot be corrected by Seller’s reasonable efforts, the parties shall mutually agree upon an equitable adjustment in price. The preceding sets forth the exclusive remedies for claims (except as to title) based on defect whether in contract or tort (including negligence or strict liability) and however instituted. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SELLER DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(B) **SELLER’S INSTALLATION WARRANTY**: Seller warrants that all work hereunder shall be
performed in accordance with the standards employed by Seller in performing the same or similar services for itself. Seller disclaims any and all other representations or warranties expressed or implied including without limitation any representation or warranty that a) any unauthorized entry, burglary, theft, embezzlement, or any other crimes will be prevented by the equipment and/or installation thereof or that b) any particular purpose or standard of care intended or desired or any particular results to be achieved by Buyer through the installation and operation of the items to be delivered hereunder. Seller’s installation services and installation warranty does not include or imply any assistance for system field troubleshooting and no back charges for such services shall be accepted without the prior written consent of Seller’s authorized representative.

(C) EXTENDED WARRANTY PERIOD OPTION FOR CORE AND COIL When purchased, the warranty period may be extended by the period specified in such purchase covering core and coils only against failure occurring with respect to normal operation and within the parameters for which the transformer was designed. For extended Warranty period, to ensure validity of Extended Warranty period coverage, Virginia Transformer requires Dissolved Gas Analysis (DGA) reports of the supplied unit to be provided every year for the period of extended warranty period coverage. The annual DGAs should be emailed to: FieldService@vatransformer.com. Failure to conduct annual DGAs and provide the reports to Seller may void the purchased extended warranty. Except for the extended time period all other provisions, terms, conditions, and limitations set forth above shall apply to the extended warranty period. In case of any disturbance in the system that causes the transformer to trip off-line, following information shall be forwarded to Virginia Transformer Corp within 48 hours: Event summary with relevant data, Protection system data, Overvoltage conditions (If any), Fault data (if any) and offset timing with peak current value, Loading, Environmental and atmospheric conditions. Failure to timely provide this information may void the warranty.

(D) OPTIONAL EXTENDED BUMPER TO BUMPER WARRANTY PERIOD: When purchased, the warranty for the extended period specified will cover the entire Transformer including core and coils and all associated transformer accessories against failure occurring with respect to normal operation and within the parameters for which the transformer was designed. Bumper to Bumper Warranty does not cover normal wear and tear including paint and gaskets beyond five years. For extended Warranty period, to ensure validity of Extended Warranty period coverage, Virginia Transformer requires Dissolved Gas Analysis (DGA) reports of the supplied unit to be provided every year for the period of extended warranty coverage, and the additional data as stated in Section 15(A) The annual DGA's should be emailed to: FieldService@vatransformer.com. Failure to conduct annual DGAs and provide the reports to Seller may void the purchased extended warranty. Except for the extended time period all other provisions, terms, conditions, and limitations set forth above shall apply to the extended warranty period.

(E) OPTIONAL IN/OUT COVERAGE: When purchased, Seller will cover only the expenses to transport the transformer to a repair facility and back to site for warranty failures occurring within the period defined. Buyer will make transformer ready for shipment in the condition it was originally received per the Outline Drawing with clear and free access by Carrier. Craning, civil work, disconnection, and reconnection of the transformer, etc. is the responsibility of the Buyer.

26. Warranty Against Infringement of Intellectual Property

Seller warrants that the goods or services do not infringe upon or violate any United States patent, copyright, or trade secret. Seller will defend at its expense any action against City or City as licensee to the extent that it is based on a claim that goods used or services provided used within the scope of the license hereunder infringe upon a United States patent, copyright or trade secret, and Seller will pay any and all costs and damages finally awarded against City or City as licensee in such actions which is attributable to such
claim. Should the products or services become, or in Seller’s opinion be likely to become, the subject of any claim of infringement, Seller shall either: (a) procure for City the right to continue to use the goods or services; or (b) modify the goods or services to make them non-infringing, provided that such modification does not materially adversely affect City’s authorized use; or (c) replace the goods or services with equally suitable, compatible, and functionally equivalent noninfringing goods or services at no additional cost to the City; or (d) if none of the foregoing alternatives is reasonably available to Seller, terminate this Contract and refund to City the payments actually made to Seller under this Contract.

27. **Governing Law**
All bids submitted in response to this solicitation and any resulting contract shall be governed by, and construed in accordance with, the charter and ordinances of the City of Irving, and the Constitution and laws of the State of Texas.

28. **Compliance with Federal Regulations**
All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Section 80.36(l), as amended. The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the City, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the City’s Purchasing Manager, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the City makes final payment. For all contracts involving Federal funds in excess of $10,000.00, the City reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the vendor.

29. **Severability**
In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this contract, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

30. **Assignment**
Seller shall not assign, transfer, or pledge a contract awarded under this solicitation, in whole or in part, without the prior written consent of the City’s Purchasing Manager. Assignment of this contract, if approved by the City’s Purchasing Manager, shall not relieve the Seller’s obligations under the contract. Approval by the City’s Purchasing Manager of one assignment shall not constitute approval of any future assignment of the contract. Except as otherwise expressly provided herein, no assignment of this order or Buyer’s rights under this order shall be made by Buyer without the prior written agreement of the Seller. All amounts due to the Seller must be paid to the Seller before any assignments will be granted. In addition, Buyer must provide financial and other information as requested by the Seller to support the ability of the assignee to pay future amounts that may become due. Seller reserves the right to deny any request for assignment.

31. **Right to Audit**
Seller agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Seller involving transactions relating to this Contract. Seller agrees that the City shall have access, during normal working hours, to all necessary Seller facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. The City shall give Seller reasonable advance notice of intended audits.
32. Termination for Default
The City of Irving reserves the right to terminate the contract in the event the Seller defaults or breaches any of the terms and conditions of this contract, or otherwise fails to perform in accordance with the bid specifications without forming a mutually agreed upon plan to cure. In the event of termination, the City reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties, therefore and/or awarding the bid to the next lowest responsible Seller. Any such act by the City shall not be deemed a waiver of any other right or remedy of City. If after exercising any such remedy, the cost to City of the performance of the balance of the work or services is in excess of that part of the contract sum, which has not therefore been paid to the Seller hereunder, Seller shall be liable for and shall reimburse the City for such excess. Sellers shall for this purpose, keep their bids open and prices fixed for a period of 90 days following the award of this bid.

Seller, in addition to all other rights and remedies under this order or at law, shall have the right to cancel and terminate Buyer’s order for breach by Buyer including, but not limited to, if Buyer fails to make payment as due or if Buyer is adjudicated bankrupt, files a petition in bankruptcy, makes an assignment for the benefit of creditors or if action under any law for the relief of debtors is taken. In the event of cancellation and termination of this order for breach of the provisions hereof by Buyer, Seller shall have no further liability to Buyer and Seller shall not be liable for any costs of cancellation, special, incidental or consequential damages (including punitive or exemplary damages) for any cause or of any nature whatsoever and such cancellation and termination. All cancellations or terminations by Seller for Buyer’s breach shall be subject to the following cancellation or termination charges:

- 30% of order amount after order entry by Seller.
- Additional 15% of order amount after outline drawing completion / submission.
- If manufacturing has begun, charges will be based upon commitments for materials and percent completion in addition to the 45% for engineering and order entry.

33. Termination Without Cause
The City shall have the right to terminate the contract, in whole or in part, without cause any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the Seller shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Seller, the termination fees outlined in Section 32, Termination for Default.

34. 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 DAMAGES, DEMANDS, CAUSES OF ACTION, CLAIMS, JUDGMENTS, SUITS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES WHEN FOUND LIABLE) MADE BY ANY THIRD-PARTY, TO THE EXTENT ARISING FROM OR RELATED TO THE SERVICES PROVIDED BY THE VENDOR PURSUANT TO THIS CONTRACT (COLLECTIVELY, “INDEMNIFIED CLAIMS”), THE INDEMNITIES IN THIS CONTRACT ARE SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE IF THE DAMAGES BEING SOUGHT WERE CAUSED IN WHOLE OR IN PART BY ANY ACT, ERROR, OMISSION, NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL CONDUCT, BREACH OF CONTRACT, BREACH OF WARRANTY, VIOLATION OF STATUTE OR COMMON LAW, VIOLATIONS OF THE STATE OR FEDERAL CONSTITUTIONS, OR ANY OTHER CONDUCT WHATSOEVER OF THE CITY INDEMNIFIED PARTIES. VENDOR SHALL GIVE TO THE CITY REASONABLE NOTICE OF ANY SUCH CLAIMS OR ACTIONS. VENDOR SHALL USE LEGAL COUNSEL REASONABLY ACCEPTABLE TO THE CITY IN CARRYING OUT ITS OBLIGATIONS HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS CONTRACT. THIS INDEMNIFICATION IS NOT INTENDED TO APPLY TO CLAIMS MADE AGAINST THE CITY INDEMNIFIED PARTIES RESULTING FROM NEGLIGENT ACTS OF CITY EMPLOYEES COVERED UNDER SECTION 101.021 OF THE TEXAS...
CIVIL PRACTICE AND REMEDIES CODE.

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 GOVERNMENT CODE, SECTION 271.904 AND SHALL BE CONSTRUED TO THAT EFFECT. Seller's liability under this Clause shall be only to the proportionate extent of Seller's fault, negligence, or responsibility and not for any portion of any claim under this Clause that is the fault, negligence or responsibility of other parties including the Indemnified Parties.

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 of Chapter 271 of the Texas Local Government Code, as amended, the CITY'S immunity from suit is waived only as set forth in Chapter 271 of the Texas Local Government Code.

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

36. Limited Waiver of Immunity
Notwithstanding anything to the contrary herein, the City and Respondent/Seller hereby acknowledge and agree that to the extent this 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 Government Code.

Should a court of competent jurisdiction determine the City’s immunity from suit is waived in any manner other than as provided in Subchapter I of Chapter 271 of the Texas Government Code, as amended, the City and Respondent/Seller hereby acknowledge and agree that in a suit against the City for breach of this Contract:

(a) the total amount of money awarded is limited to actual damages in an amount not to exceed the balance due and owed by City under the Contract;
(b) the recovery of damages against City may not include consequential damages or exemplary damages;

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

38. Public Information
Bid pricing is not considered confidential and is open to public inspection. Additionally, Chapter 552 of the Texas Government Code makes the following categories of contracting information public:
(1) information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body;
(2) solicitation or bid documents relating to a contract with a governmental body;
(3) communications sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract;
(4) documents, including bid tabulations, showing the criteria by which a governmental body evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and
(5) communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body.

Trade secrets and other material considered confidential by the Seller should be clearly marked, "CONFIDENTIAL" or "TRADE SECRETS." If a request is made under the Texas Public Information Act to inspect or produce copies of information designated as a Trade Secret or Confidential in a bid, the City will notify the Seller and will forward the appropriate documents to the Attorney General of Texas. It is the Seller’s right to object to the release of its records by submitting written arguments to the Attorney General that one or more exceptions apply to its records and that the information should be protected from disclosure. Upon review of the Seller’s response, the Attorney General will make a determination as to the confidentiality of the requested material(s), or lack thereof, and the City will respond accordingly. The requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. The City may not accept a bid for a contract or award the contract to a Seller that the City has determined has knowingly or intentionally failed to comply with Subchapter J, Chapter 552 of the Texas Government Code in a previous bid or contract unless the City determines and documents that the Seller has taken adequate steps to ensure future compliance with the requirements of that subchapter.

39. **Electronic Signature**
Seller agrees that the encrypted digital signatures of the parties included in this Contract are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

40. **No Third-Party Beneficiaries.** The provisions of this Section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

41. **Storage.** Seller does not provide post manufacturing completion storage. If Buyer requires storage post manufacturing completion storage delivery address must be provided within 5 business days or ready to ship notification. Buyer will be provided with manual to maintain manufacturer's warranty during storage upon placement into storage. All outstanding balances will become due within 30 days of placement into storage. Any liquidated damages on the face of the purchase order will be deemed as waived if the Good is placed into storage. Risk of loss and title transfer to Buyer upon placement into storage.

42. **Surcharge.** In a force majeure like event any components such as, electricity, freight, labor, core steel, etc. (excluding copper and mineral oil) are subject to abnormal price increases, that raise the overall cost of the unit by two percent (2%) or more, and Supplier is not able to otherwise mitigate these increases during the period between the proposal date and the shipment date, Supplier may pass along those specific incremental cost increases which shall not exceed 6% of the total cost of the unit. Supplier will exercise all good faith to mitigate cost increase and will offer redacted invoices that will reflect historical pricing versus current to provide evidence of the specific cost increases, in the event they occur, and adjustment is sought.

43. **Rescheduling.** Any extended delays, suspension, postponement, or schedule change requested by the Buyer or caused by Buyer beyond 20 days will be subject to a re-scheduling fee of 30% of the specific order value.

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44. **Intellectual Property.** Upon receipt of full payment for the Transformer and conditioned upon Buyer not defaulting on its obligations under this Agreement, VTC hereby grants to Buyer a perpetual, royalty-free license to use the Intellectual Property Rights of VTC which are incorporated in the Transformer. Such license is limited solely to the use of the Transformer by Buyer for the purposes and at the location described in Seller’s Proposal. Buyer may only transfer this license to a third party upon first providing VTC with a written acknowledgment by such transferee of VTC’s ownership of its Intellectual Property Rights contained in the Transformer.

45. **Acceptance.** Acceptance shall take place at Factory Acceptance Testing. Any damage during transit is the onus of the Seller so long as freight is Seller responsibility. Any nonconformities to mutually agreed upon specifications found at the time of delivery shall be corrected on site by Seller. In the event post-delivery damage, nonconformities, or transit damage requires extensive repair the need for factory remediation versus on site repair shall be the sole decision of the Seller with all cost attributed to seller except in the event of transit or storage damage when Seller does not provide freight and or storage.

46. **Access.** Buyer guarantees all access roads are suitable for normal unimpeded access by applicable carriage and cranage vehicles to site with free and clear access to area directly adjacent to the placement point of the unit with no physical obstructions and clear of stored materials. Guarantee access to and to make all reasonable provisions for Seller to enter on its property and other public and private lands as is required for performance of the work including safe storage of equipment, materials, and tools during the process of any such work.

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**CITY OF IRVING, TX**

**VIRGINIA TRANSFORMER CORP.**

Address:

220 Glade View Drive
Roanoke, VA 24012

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Print Name

Signature

Date

---

Print Name

Signature

Date

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Resolution -- Renewing the Contract with Nunnelee Trans Inc., dba Eagle Transmissions in the Total Estimated Amount of $220,000.00 for Automotive Transmission Repair, Rebuild and Exchange Services

**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 equipment will be repaired and maintained with minimum downtime, keeping service levels high and enhancing Fleet Services.

3. This renewal establishes the continuation of a two-year contract for providing automotive transmission repair, rebuild and exchange services on an as-needed basis. This is the first, two-year renewal options.

4. 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>Nunnelee Trans Inc., dba Eagle Transmissions</td>
<td>9/1/24 – 8/31/26</td>
<td>$10,000.00</td>
<td>2023-24</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$105,000.00</td>
<td>2024-25</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$105,000.00</td>
<td>2025-26</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$220,000.00</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-2022-402  
- **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. 42200200-1.
CURRENT YEAR FINANCIAL IMPACT:

60017005-601010  Budget: $10,000.00  Actual: $10,000.00
Budget Adjustment/Transfer Required: No
Purchase orders will be issued as needed for annual contract.

REVISION INFORMATION:

Prepared: 7/10/2024 11:46 AM by Maria Collier
Last Updated: 7/23/2024 01:23 PM by Maria Collier
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby renews the contract with Nunnelee Trans Inc., dba Eagle Transmissions in the estimated amount of $10,000.00 for the period of September 1, 2024, through September 30, 2024, in the estimated amount of $105,000.00 for the period of October 1, 2024, through September 30, 2025, and in the estimated amount of $105,000.00 for the period of October 1, 2025, through August 31, 2026, subject to funds being appropriated in Fiscal Years 2024-25 and 2025-26, for Automotive Transmission Repairs, Rebuild and Exchange Services, and awards a contract to said company in said amount.

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 August 1, 2024.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
### Eagle Transmission (Nunnelee Trans, Inc.)

<table>
<thead>
<tr>
<th>Line #</th>
<th>Description</th>
<th>UOM</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Pricing for Known Transmission Given Below</td>
<td>EA</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Labor Rate per Hour</td>
<td>Hour</td>
<td>$100.00</td>
</tr>
<tr>
<td>3</td>
<td>% Discount Off List Price for Parts needed</td>
<td>EA</td>
<td>0.0%</td>
</tr>
<tr>
<td>4</td>
<td>Warranty for Parts used</td>
<td>Month</td>
<td>$12.00</td>
</tr>
<tr>
<td>5</td>
<td>Warranty for Labor Work</td>
<td>Month</td>
<td>$12.00</td>
</tr>
<tr>
<td>6</td>
<td>Average Delivery/Change Out Time for Trans</td>
<td>Hours</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

#### Sample Pricing for Job #1

<table>
<thead>
<tr>
<th></th>
<th>2017 Ford F250 RWD 6.2L with 6R140</th>
<th>Total Price</th>
<th>$5,245.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Total Labor Cost</td>
<td>EA</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>7.1</td>
<td>Total price for Parts</td>
<td>EA</td>
<td>$2,995.00</td>
</tr>
<tr>
<td>7.2</td>
<td>Parts Discount if offered</td>
<td>EA</td>
<td>$0.00</td>
</tr>
<tr>
<td>7.3</td>
<td>Torque Converter</td>
<td>EA</td>
<td>$0.00</td>
</tr>
<tr>
<td>7.4</td>
<td>Core Charges, if applicable</td>
<td>EA</td>
<td>$750.00</td>
</tr>
<tr>
<td>7.5</td>
<td>Where the existing case is NOT usable, please</td>
<td>EA</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

#### Sample Pricing for Job #2

<table>
<thead>
<tr>
<th></th>
<th>2015 Ford F150 RWD 5.0 L with 6R80</th>
<th>Total Price</th>
<th>$4,195.00</th>
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<tbody>
<tr>
<td>8</td>
<td>Total Labor Cost</td>
<td>EA</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>8.1</td>
<td>Total price for Parts</td>
<td>EA</td>
<td>$2,295.00</td>
</tr>
<tr>
<td>8.2</td>
<td>Parts Discount if offered</td>
<td>EA</td>
<td>$0.00</td>
</tr>
<tr>
<td>8.3</td>
<td>Torque Converter</td>
<td>EA</td>
<td>$0.00</td>
</tr>
<tr>
<td>8.4</td>
<td>Core Charges, if applicable</td>
<td>EA</td>
<td>$500.00</td>
</tr>
<tr>
<td>8.5</td>
<td>Where the existing case is NOT usable, please</td>
<td>EA</td>
<td>$400.00</td>
</tr>
</tbody>
</table>

#### Sample Pricing for Job #3

<table>
<thead>
<tr>
<th></th>
<th>2018 Chevrolet 3500 4x4 6.0L with 6L90</th>
<th>Total Price</th>
<th>$4,595.00</th>
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</thead>
<tbody>
<tr>
<td>9</td>
<td>Total Labor Cost</td>
<td>EA</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>9.1</td>
<td>Total price for Parts</td>
<td>EA</td>
<td>$2,495.00</td>
</tr>
<tr>
<td>9.2</td>
<td>Parts Discount if offered</td>
<td>EA</td>
<td>$0.00</td>
</tr>
<tr>
<td>9.3</td>
<td>Torque Converter</td>
<td>EA</td>
<td>$0.00</td>
</tr>
<tr>
<td>9.4</td>
<td>Core Charges, if applicable</td>
<td>EA</td>
<td>$600.00</td>
</tr>
<tr>
<td>9.5</td>
<td>Where the existing case is NOT usable, please</td>
<td>EA</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

#### Sample Pricing for Job #4

<table>
<thead>
<tr>
<th></th>
<th>2017 Dodge Charger RWD 3.6L with NAG1</th>
<th>Total Price</th>
<th>$3,795.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Total Labor Cost</td>
<td>EA</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>10.1</td>
<td>Total price for Parts</td>
<td>EA</td>
<td>$1,995.00</td>
</tr>
<tr>
<td>10.2</td>
<td>Parts Discount if offered</td>
<td>EA</td>
<td>$0.00</td>
</tr>
<tr>
<td>10.3</td>
<td>Torque Converter</td>
<td>EA</td>
<td>$0.00</td>
</tr>
<tr>
<td>10.4</td>
<td>Core Charges, if applicable</td>
<td>EA</td>
<td>$500.00</td>
</tr>
<tr>
<td>10.5</td>
<td>Where the existing case is NOT usable, please</td>
<td>EA</td>
<td>$300.00</td>
</tr>
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</table>

#### Sample Pricing for Job #5

<table>
<thead>
<tr>
<th></th>
<th>2017 Ford Explorer AWD 3.5L with 6F55</th>
<th>Total Price</th>
<th>$4,695.00</th>
</tr>
</thead>
</table>

**Date:** August 1, 2024

**ITB NUMBER:** 159R-22F

**ITB NAME:** Automotive Transmission Repair/Rebuild/Exchange Services

**Name:** Maria Collier
<table>
<thead>
<tr>
<th>Line #</th>
<th>Description</th>
<th>UOM</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.1</td>
<td>Total Labor Cost</td>
<td>EA</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>11.2</td>
<td>Total price for Parts</td>
<td>EA</td>
<td>$1,995.00</td>
</tr>
<tr>
<td>11.3</td>
<td>Parts Discount if offered</td>
<td>EA</td>
<td>$0.00</td>
</tr>
<tr>
<td>11.4</td>
<td>Torque Converter</td>
<td>EA</td>
<td>$0.00</td>
</tr>
<tr>
<td>11.5</td>
<td>Core Charges, if applicable</td>
<td>EA</td>
<td>$500.00</td>
</tr>
<tr>
<td>11.6</td>
<td>Where the existing case is NOT usable, please</td>
<td>EA</td>
<td>$400.00</td>
</tr>
</tbody>
</table>

**Sample Pricing for Job#5**

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>2019 Chevrolet Tahoe RWD 5.3L with 6L80 Total Price</td>
<td></td>
<td>$5,295.00</td>
</tr>
<tr>
<td>12.1</td>
<td>Total Labor Cost</td>
<td>EA</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>12.2</td>
<td>Total price for Parts</td>
<td>EA</td>
<td>$3,395.00</td>
</tr>
<tr>
<td>12.3</td>
<td>Parts Discount if offered</td>
<td>EA</td>
<td>$0.00</td>
</tr>
<tr>
<td>12.4</td>
<td>Torque Converter</td>
<td>EA</td>
<td>$0.00</td>
</tr>
<tr>
<td>12.5</td>
<td>Core Charges, if applicable</td>
<td>EA</td>
<td>$500.00</td>
</tr>
<tr>
<td>12.6</td>
<td>Where the existing case is NOT usable, please</td>
<td>EA</td>
<td>$400.00</td>
</tr>
</tbody>
</table>

**Sample Pricing for Job#6**

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>13</td>
<td>2016 Ford F450 RWD 6.7L with 6R140 Total Price</td>
<td></td>
<td>$5,245.00</td>
</tr>
<tr>
<td>13.1</td>
<td>Total Labor Cost</td>
<td>EA</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>13.2</td>
<td>Total price for Parts</td>
<td>EA</td>
<td>$2,995.00</td>
</tr>
<tr>
<td>13.3</td>
<td>Parts Discount if offered</td>
<td>EA</td>
<td>$0.00</td>
</tr>
<tr>
<td>13.4</td>
<td>Torque Converter</td>
<td>EA</td>
<td>$0.00</td>
</tr>
<tr>
<td>13.5</td>
<td>Core Charges, if applicable</td>
<td>EA</td>
<td>$750.00</td>
</tr>
<tr>
<td>13.6</td>
<td>Where the existing case is NOT usable, please</td>
<td>EA</td>
<td>$500.00</td>
</tr>
<tr>
<td>14</td>
<td>This line item is reserved for Transmissions N</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>General Questionnaire for Compliance Verification</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Resolution -- Authorizing Payment to Recon Infosec, Inc., in the Amount of $228,330.00 for Managed Security Operations Center Annual Maintenance

Administrative Comments

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

2. Impact: This item allows the continuation of a managed Security Operations Center (SOC) staffed with IT experts solely focused on the organization's security to augment the IT Department's ability to better manage cyber risk by improving the process of detecting, analyzing, and responding to threats. Recon Infosec, a 3rd party vendor, will provide 24/7/365 monitoring of our environment, real-time visibility in operations, better insight on threat intelligence, and improve our overall security posture without significantly increasing our operating expenses.

3. Recon Infosec, Inc., has been an exemplary resource and additional layer of security for our organization. They have granted us further visibility into our environment and assisted in mitigating potential security incidents. We have completed the on-boarding process and look forward to maturing the capabilities of their services. Their security tools and seasoned practitioners allow the rest of the IT team to focus on day-to-day operations and rely on their expertise to identify known threats or disregard false positives.

4. This is the second of four, one-year renewal options and is paid in advance of the service year. The current term expires on August 3, 2024.

5. Funding in the amount of $228,330.00 is available in the Technology Fund.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: No
Previous Action: RES-2023-304
Review Completed By: N/A
Council Action: Approved Award
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. Expenditures associated with this agreement will be tracked using Contract #42200178-2.

ATTACHMENTS:
CURRENT YEAR FINANCIAL IMPACT:

60277500-620021  Budget: $228,330.00  Actual: $228,330.00
Budget Adjustment/Transfer Required:  No

REVISION INFORMATION:

Prepared:  7/1/2024 02:49 PM by Maria Collier
Last Updated:  7/26/2024 10:31 AM by Darlene Humphries
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby authorizes payment to Recon Infosec, Inc., in the Amount of $228,330.00 for Year Two Support for Managed Security Operations Center Annual Maintenance for the period of August 4, 2024, through August 3, 2025.

SECTION II. THAT funding for this expenditure 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 August 1, 2024.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

________________________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

________________________________________
Kuruvilla Oommen
City Attorney
INVOICE

BILL TO
City of Irving
825 West Irving Blvd
Irving, TX  75060

INVOICE # 2047
DATE 06/12/2024
DUE DATE 07/31/2024
TERMS Due Prior to the Start
Date of Service Period

SERVICE PERIOD
08/04/24 through 08/03/25

DESCRIPTION
AMOUNT
Monitoring, Detection, and Response services
Annual, up-front portion of next year’s services per item #6 in signed MDR Order Form
Reference 20220103-121018742
City of Irving Contract No. 42200178-4
City of Irving Purchase Order: N/A
228,330.00

Thank you!

SUBTOTAL 228,330.00
TAX 0.00
TOTAL 228,330.00
BALANCE DUE $228,330.00

Thank you for your business!
Ordinance -- Amending the Code of Civil and Criminal Ordinances of the City of Irving, Texas by Repealing Section 34-2.4, "Closing of Streets for Neighborhood Block Parties; Application; Fee" of Chapter 34 "Streets and Sidewalks" of Article I. "In General"; Providing a Penalty; Providing a Savings Clause Providing a Severability Clause; Providing for Conflict Resolution; and Establishing an Effective Date.

Administrative Comments

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

2. Request: Repeal of Section 34-2.4 "Closing of Streets for Neighborhood Block Parties; Application; Fee" of Chapter 34 "Streets and Sidewalks" of Article I "In General" from the Code of Civil and Criminal Ordinances of the City of Irving, Texas.

3. Purpose: In 2021, Chapter 33B, "Special Events," was adopted to establish regulations for event permits on city-owned property, including street closings. This makes Section 34-2.4, "Neighborhood Block Party Permits," redundant and no longer necessary.

4. Background: Ordinance 2358, adopted in 1972, provided for the closing of public streets for neighborhood block parties, creating an application process fee and required insurance. Section 34-2.4(b) was amended in 1995 by Ordinance 6634 to increase the application fee to cover liability insurance. In 2021, Ordinance 2021-10527 established regulations for events on city-owned property, including street closings, making the previous block party permit section redundant.

5. Impact: Repealing Section 34-2.4 will eliminate redundant regulations and streamline the permitting process under the comprehensive Special Events regulations established in Chapter 33B.

Recommendation

The ordinance be adopted.

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:

CURRENT YEAR FINANCIAL IMPACT:

NONE
ORDINANCE NO. (ID # 14697)

AN ORDINANCE AMENDING CHAPTER 34 “STREETS AND SIDEWALKS” OF THE CODE OF CIVIL AND CRIMINAL ORDINANCES OF THE CITY OF IRVING, TEXAS BY REPEALING SECTION 34-2.4, “CLOSING OF STREETS FOR NEIGHBORHOOD BLOCK PARTIES; APPLICATION; FEE”; PROVIDING A SAVINGS CLAUSE, SEVERABILITY CLAUSE, CONFLICT RESOLUTION, AND AN EFFECTIVE DATE.

WHEREAS, Ordinance 2358 was adopted in 1972 providing for the closing of public streets for neighborhood block parties to create an application process, fee, and required insurance; and

WHEREAS, City of Irving Code of Civil and Criminal Ordinances Chapter 33B “Special Events” was adopted in 2021 by Ordinance 2021-10527, which established regulations to facilitate the promotion of events and activities within the city, ensure to the extent possible that events are conducted in a safe and sanitary environment, and establish an application process and fee for a Special Event permit; and

WHEREAS, Chapter 33B explicitly includes public street closings in the definition of a “Special Event” and requires an application, permit fee, insurance, and approvals from each impacted city department, causing Sect. 32-2.4 to be duplicative and no longer necessary;

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

SECTION 1. That Section 34-2.4, “Closing of streets for neighborhood block parties; application; fee” of Chapter 34 - Streets and Sidewalks of The Code of Civil and Criminal Ordinances of the City of Irving, Texas, be repealed in its entirety and the section renamed “Reserved” for future use.

SECTION 2. That this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Irving, and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 3. 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 4. 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 5. That this ordinance shall take effect upon adoption and shall be published in accordance with the provisions of the Texas Local Government Code and the Irving City Charter.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on August 1, 2024.

________________________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_______________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_______________________________
Kuruvilla Oommen
City Attorney
Resolution -- Approving the Submission of the Fiscal Year 2024-2025 Action Plan to the United States Department of Housing and Urban Development for the Use of Federal Funds (Community Development Block Grant, Home Investment Partnerships Grant, and Emergency Solutions Grant)

Administrative Comments

1. This item is recommended by the Housing and Redevelopment Division and supports Future In Focus: Safeguard public safety, security and health and improve property conditions and overall appearance of the city.

2. Impact: This action will set priorities, goals, and resource allocations for the use of grant funding from the United States Department of Housing and Urban Development (HUD) to provide community development services to the residents of Irving.

3. As a HUD-funded community, Irving will receive $2,198,776.00 in Community Development Block Grant (CDBG), $757,189.00 in Home Investment Partnerships Grant (HOME), and $190,903.00 in Emergency Solutions Grant funds for the 2024 Program Year, which runs from October 1, 2024 to September 30, 2025.

4. In order to receive these funds, the City of Irving is required to submit a Consolidated Plan every five years, which serves as a strategic plan for the use of these HUD funds. In addition, the City of Irving is required to annually submit an Action Plan to HUD no later than August 15 of any given year. The Action Plan outlines the specific programs and services that will be funded to address Irving’s strategies as stated in the five-year 2024-2028 Consolidated Plan.

5. Citizen input regarding the Fiscal Year 2024-2025 Action Plan was solicited through the conduct of two advertised public hearings as well as through website posting and an online survey. The Housing and Human Services Board approved its recommended allocation of Fiscal Year 2024-2025 funds and approved the Action Plan as a whole at their July 17, 2024 meeting. The Board’s recommendation for this funding is based on Consolidated Plan priorities, non-profit organization applications and interviews, and recommendations from the Housing and Redevelopment staff.

6. The proposed resolution adopts the Fiscal Year 2024-2025 Action Plan, with associated budgets for the use of CDBG, HOME, and ESG funds; its designated HOME and ESG matching contributions; and all applicable priorities and goals in the Consolidated Plan.

7. This item was approved by Housing and Human Services Board on July 17, 2024.

Recommendation
The resolution be approved.

ADDITIONAL COMMENTS:

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

TGC Form 2270 Required: No

ATTACHMENTS:

SF424 CDBG      (PDF)
SF424 HOME      (PDF)
SF424 ESG       (PDF)
Assurances for Non-Construction Programs (SF-424B) CDBG     (PDF)
Assurances for Non-Construction Programs (SF-424B) HOME     (PDF)
Assurances for Non-Construction Programs (SF-424B) ESG      (PDF)
Non-State-Certifications   (PDF)

CURRENT YEAR FINANCIAL IMPACT:

N/A
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:

Prepared: 7/9/2024 04:34 PM by DeLiza Gierling
Last Updated: 7/9/2024 04:57 PM by DeLiza Gierling
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 14813)

WHEREAS, the 2024-2028 Consolidated Plan was prepared in fulfillment of the Housing and Community Development Act of 1974, as amended, the National Affordable Housing Act of 1990, as amended, and the Stewart N. McKinley Act of 1987, as amended; and

WHEREAS, the Fiscal Year 2024-2025 Action Plan for the use of funding from the United States Department of Housing and Urban Development was prepared in accordance with the priorities and objectives set forth in the 2024-2028 Consolidated Plan; and

WHEREAS, two public hearings were conducted to receive citizen input regarding the development of the Fiscal Year 2024-2025 Action Plan; and

WHEREAS, a public comment period on the Fiscal Year 2024-2025 Action Plan was advertised in the newspaper of general record and was held from June 17, 2024 through July 19, 2024, with copies of the full draft document made available in local public buildings and on the City of Irving website, in accordance with applicable regulations of the United States Department of Housing and Urban Development;

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

SECTION I. THAT the Fiscal Year 2024-2025 Action Plan, including its budgets for the use of the Community Development Block Grant, Home Investment Partnerships Grant, and Emergency Solutions Grant funds and its designated Home Investment Partnerships Grant and Emergency Solutions Grant matching contributions is hereby adopted.

SECTION II. THAT the City Council hereby approves the submission of the Fiscal Year 2024-2025 Action Plan and associated documents to the United States Department of Housing and Urban Development for approval, pursuant to said Action Plan requirements, and the City Manager or designee is authorized to execute any necessary documents related these grants.

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 August 1, 2024.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
## Application for Federal Assistance SF-424

**1. Type of Submission:**
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

**2. Type of Application:**
- [x] New
- [ ] Continuation
- [ ] Revision

**3. Date Received:**

**4. Applicant Identifier:**

**City of Irving, Texas**

**5a. Federal Entity Identifier:**

**5b. Federal Award Identifier:**

**B-23-MC-48-0013**

**8. APPLICANT INFORMATION:**

**a. Legal Name:**

**City of Irving, Texas**

**b. Employer/Taxpayer Identification Number (EIN/TIN):**

**75-6000566**

**c. UEI:**

**M69VQ23H8Y17**

**d. Address:**

- **Street1:** 825 W. Irving Blvd.
- **City:** Irving
- **State:** TX: Texas
- **Country:** USA: UNITED STATES
- **Zip / Postal Code:** 75060

**e. Organizational Unit:**

**Department Name:** Housing and Redevelopment

**Division Name:**

**f. Name and contact information of person to be contacted on matters involving this application:**

- **Prefix:**
- **First Name:** DeLiza
- **Middle Name:**
- **Last Name:** Gierling
- **Suffix:**

**Title:** Community Development Manager

**Organizational Affiliation:**

**Telephone Number:** 972-721-4805

**Fax Number:**

**Email:** dgierling@cityofirving.org
<table>
<thead>
<tr>
<th>Application for Federal Assistance SF-424</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>9. Type of Applicant 1: Select Applicant Type:</strong></td>
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<tr>
<td>C: City or Township Government</td>
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<tr>
<td><strong>Type of Applicant 2: Select Applicant Type:</strong></td>
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<td><strong>Type of Applicant 3: Select Applicant Type:</strong></td>
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<td><strong>Other (specify):</strong></td>
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<tr>
<td><strong>10. Name of Federal Agency:</strong></td>
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<td>U.S. Department of Housing and Urban Development</td>
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<tr>
<td><strong>11. Catalog of Federal Domestic Assistance Number:</strong></td>
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<tr>
<td>14.218</td>
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<td><strong>CFDA Title:</strong></td>
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<tr>
<td>Community Development Block Grant (CDBG)</td>
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<tr>
<td><strong>12. Funding Opportunity Number:</strong></td>
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<tr>
<td><strong>Title:</strong></td>
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<tr>
<td><strong>13. Competition Identification Number:</strong></td>
</tr>
<tr>
<td><strong>Title:</strong></td>
</tr>
<tr>
<td><strong>14. Areas Affected by Project (Cities, Counties, States, etc.):</strong></td>
</tr>
<tr>
<td>Add Attachment</td>
</tr>
<tr>
<td><strong>15. Descriptive Title of Applicant's Project:</strong></td>
</tr>
<tr>
<td>General Administration, Public Facilities, Public Improvements, Housing Rehabilitation, Public Services and Administration</td>
</tr>
</tbody>
</table>

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments
### Application for Federal Assistance SF-424

#### 16. Congressional Districts Of:
- **a. Applicant:** TX-033
- **b. Program/Project:** TX-033

Attach an additional list of Program/Project Congressional Districts if needed.

#### 17. Proposed Project:
- **a. Start Date:** 10/01/2024
- **b. End Date:** 09/30/2025

#### 18. Estimated Funding ($):

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<tr>
<th>Source</th>
<th>Amount</th>
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</thead>
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<tr>
<td>*a. Federal</td>
<td>2,198,776.00</td>
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<tr>
<td>*b. Applicant</td>
<td></td>
</tr>
<tr>
<td>*c. State</td>
<td></td>
</tr>
<tr>
<td>*d. Local</td>
<td></td>
</tr>
<tr>
<td>*e. Other</td>
<td></td>
</tr>
<tr>
<td>*f. Program Income</td>
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</tr>
<tr>
<td>*g. TOTAL</td>
<td>2,198,776.00</td>
</tr>
</tbody>
</table>

#### 19. Is Application Subject to Review By State Under Executive Order 12372 Process?
- [ ] a. This application was made available to the State under the Executive Order 12372 Process for review on _date_.
- [ ] b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- [x] c. Program is not covered by E.O. 12372.

#### 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)
- [ ] Yes
- [x] No

If "Yes", provide explanation and attach

#### 21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

[ ] **I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

#### Authorized Representative:

<table>
<thead>
<tr>
<th>Field</th>
<th>Value</th>
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</thead>
<tbody>
<tr>
<td>Prefix</td>
<td></td>
</tr>
<tr>
<td>* First Name</td>
<td>Philip</td>
</tr>
<tr>
<td>Middle Name</td>
<td></td>
</tr>
<tr>
<td>* Last Name</td>
<td>Sanders</td>
</tr>
<tr>
<td>Suffix</td>
<td></td>
</tr>
<tr>
<td>* Title</td>
<td>Assistant City Manager</td>
</tr>
<tr>
<td>* Telephone Number</td>
<td>972-721-2521</td>
</tr>
<tr>
<td>Fax Number</td>
<td></td>
</tr>
<tr>
<td>* Email</td>
<td><a href="mailto:psanders@cityofirving.org">psanders@cityofirving.org</a></td>
</tr>
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</table>

<table>
<thead>
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<th>Field</th>
<th>Value</th>
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<tr>
<td>* Signature of Authorized Representative</td>
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</tr>
<tr>
<td>* Date Signed</td>
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</table>
### Application for Federal Assistance SF-424

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<tr>
<th><strong>1. Type of Submission:</strong></th>
<th><strong>2. Type of Application:</strong></th>
<th><strong>3. Date Received:</strong></th>
<th><strong>4. Applicant Identifier:</strong></th>
<th><strong>5a. Federal Entity Identifier:</strong></th>
<th><strong>5b. Federal Award Identifier:</strong></th>
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<tbody>
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<td>□ Preapplication</td>
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<td>□ Application</td>
<td>□ Continuation</td>
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<td>□ Changed/Corrected Application</td>
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5a. Federal Entity Identifier:  
5b. Federal Award Identifier: M-23-MC-48-0013

### Applicant Information:

<table>
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<th><strong>6. Date Received by State:</strong></th>
<th><strong>7. State Application Identifier:</strong></th>
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8. APPLICANT INFORMATION:

<table>
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<tr>
<th><strong>a. Legal Name:</strong></th>
<th><strong>b. Employer/Taxpayer Identification Number (EIN/TIN):</strong></th>
<th><strong>c. UEI:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Irving, Texas</td>
<td>75-6000566</td>
<td>M69VQ23H8Y17</td>
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<thead>
<tr>
<th><strong>d. Address:</strong></th>
<th><strong>e. Organizational Unit:</strong></th>
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<tr>
<td>825 W. Irving Blvd.</td>
<td>Housing and Redevelopment</td>
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<table>
<thead>
<tr>
<th><strong>f. Name and contact information of person to be contacted on matters involving this application:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Prefix:</td>
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<tr>
<td>Middle Name:</td>
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<td>Last Name:</td>
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<td>Suffix:</td>
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<tr>
<td>Title: Community Development Manager</td>
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Organizational Affiliation: 

<table>
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<tr>
<th><strong>Telephone Number:</strong></th>
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<td>972-721-4805</td>
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<table>
<thead>
<tr>
<th><strong>Email:</strong></th>
<th><a href="mailto:dgierling@cityofirving.org">dgierling@cityofirving.org</a></th>
</tr>
</thead>
</table>
**Application for Federal Assistance SF-424**

**9. Type of Applicant 1: Select Applicant Type:**
   - C: City or Township Government

**Type of Applicant 2: Select Applicant Type:**

**Type of Applicant 3: Select Applicant Type:**

**Other (specify):**

**10. Name of Federal Agency:**
   - U.S. Department of Housing and Urban Development

**11. Catalog of Federal Domestic Assistance Number:**
   - 14.239

**CFDA Title:**
   - Home Investment Partnership Grant (HOME)

**12. Funding Opportunity Number:**

**Title:**

**13. Competition Identification Number:**

**Title:**

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

**15. Descriptive Title of Applicant's Project:**
   - General Administration, CHDO Reserves, Land Acquisition, Down Payment Assistance, Rehabilitation, Reconstruction.

Attach supporting documents as specified in agency instructions.
Application for Federal Assistance SF-424

16. Congressional Districts Of:
   * a. Applicant  TX-033
   * b. Program/Project  TX-033

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:
   * a. Start Date: 10/01/2023
   * b. End Date: 09/30/2025

18. Estimated Funding ($):
   * a. Federal
   * b. Applicant
   * c. State
   * d. Local
   * e. Other
   * f. Program Income
   * g. TOTAL 757,189.00

19. Is Application Subject to Review By State Under Executive Order 12372 Process?
   □ a. This application was made available to the State under the Executive Order 12372 Process for review on.
   □ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
   x c. Program is not covered by E.O. 12372.

20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)
   □ Yes  x No

   If "Yes", provide explanation and attach.

21. "By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

   x ** I AGREE

   ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:  * First Name: Philip
Middle Name:  
* Last Name: Sanders
Suffix:  
* Title: Assistant City Manager
* Telephone Number: 972-721-2521
* Email: psanders@cityofirving.org

* Signature of Authorized Representative:  
* Date Signed:  

Packet Pg. 353
**Application for Federal Assistance SF-424**

<table>
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<th>* 1. Type of Submission:</th>
<th>* 2. Type of Application:</th>
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<td>city of Irving, Texas</td>
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5a. Federal Entity Identifier: 5b. Federal Award Identifier: E-23-MC-48-0013

State Use Only:

6. Date Received by State: 7. State Application Identifier: 

8. APPLICANT INFORMATION:

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<td>Street2:</td>
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<tr>
<td>* City: Irving</td>
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<tr>
<td>County/Parish:</td>
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<td>* State: TX: Texas</td>
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<tr>
<td>* Country: USA: UNITED STATES</td>
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<tr>
<td>* Zip / Postal Code: 75060</td>
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<thead>
<tr>
<th>e. Organizational Unit:</th>
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<td>Department Name: Housing and Redevelopment</td>
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<td>* First Name: DeLiza</td>
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<tr>
<td>Middle Name:</td>
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<td>* Last Name: Sierling</td>
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<td>Suffix:</td>
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<tr>
<td>Title: Community Development Manager</td>
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Organizational Affiliation: 

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<th>* Email: <a href="mailto:dgierling@cityofirving.org">dgierling@cityofirving.org</a></th>
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<td><strong>9. Type of Applicant 1: Select Applicant Type:</strong></td>
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<td>C: City or Township Government</td>
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<td><strong>Type of Applicant 2: Select Applicant Type:</strong></td>
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<td><strong>11. Catalog of Federal Domestic Assistance Number:</strong></td>
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<td><strong>CFDA Title:</strong></td>
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</tr>
<tr>
<td>General Administration, Essential Services, Homeless Prevention, Homeless Assistance</td>
<td></td>
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Attach supporting documents as specified in agency instructions.
Application for Federal Assistance SF-424

16. Congressional Districts Of:
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17. Proposed Project:
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18. Estimated Funding ($):
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   * b. Applicant
   * c. State
   * d. Local
   * e. Other
   * f. Program Income
   * g. TOTAL 190,903.00

19. Is Application Subject to Review By State Under Executive Order 12372 Process?
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☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: ☐ First Name: Philip
Middle Name: 
* Last Name: Sanders
Suffix: 

* Title: Assistant City Manager

* Telephone Number: 972-721-2521
Fax Number: 

* Email: psanders@cityofirving.org

* Signature of Authorized Representative: ☐ Date Signed:  

Packet Pg. 356
ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).


14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

APPLICANT ORGANIZATION
City of Irving, Texas

DATE SUBMITTED

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ASSURANCES - NON-CONSTRUCTION PROGRAMS

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As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

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1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

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Standard Form 424B (Rev. 7-97) Back
CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing** -- The jurisdiction will affirmatively further fair housing.

**Uniform Relocation Act and Anti-displacement and Relocation Plan** -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

**Anti-Lobbying** -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;

2. If any funds other than Federal appropriated funds have 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 this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction** -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan** -- The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction’s consolidated plan.

**Section 3** -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

Signature of Authorized Official ___________________________ Date ___________________________

Title ___________________________
Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

**Citizen Participation** -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

**Following a Plan** -- It is following a current consolidated plan that has been approved by HUD.

**Use of Funds** -- It has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. **Overall Benefit.** The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) ___________________________ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. **Special Assessments.** It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

   However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

   In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

**Excessive Force** -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official ________________ Date ________________

Title ________________________________________
OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

________________________________________  ___________
Signature of Authorized Official            Date

________________________________________
Title
Specific HOME Certifications

The HOME participating jurisdiction certifies that:

**Tenant Based Rental Assistance** -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

**Eligible Activities and Costs** -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

**Subsidy layering** -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

________________________________________  ________________
Signature of Authorized Official             Date

______________________________
Title
Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

**Major rehabilitation/conversion/renovation** – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

**Essential Services and Operating Costs** – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

**Renovation** – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

**Supportive Services** – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for these individuals.

**Matching Funds** – The recipient will obtain matching amounts required under 24 CFR 576.201.

**Confidentiality** – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

**Homeless Persons Involvement** – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

**Consolidated Plan** – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.
Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

Date

Title
APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
AGENDA ITEM SUMMARY

Meeting: 8/1/2024
Recommending Department: Housing and Redevelopment

DOC ID: 14769
LSR No: A24-1162, A24-1163, A24-1164

Resolution -- Approving the Fiscal Year 2024-2025 Community Development Block Grant Public Service Allocations to Area Non-Profit Organizations in the Amount of $325,812.00

Administrative Comments

1. This item is recommended by the Housing and Redevelopment Division and supports Future In Focus: Safeguard public safety, security and health and Improve property conditions and overall appearance of the city.

2. Impact: This action will provide funding to local non-profit organizations to improve services to Irving residents.

3. As a recipient of funds from the United States Department of Housing and Urban Development (HUD), the City of Irving will receive $2,198,776.00 in Community Development Block Grant (CDBG) funds, Fiscal Year 2024-2025. The City of Irving may allocate up to 15% of CDBG funds to public services.

4. The Housing and Redevelopment Division solicited applications from non-profit agencies from March 4 through April 5, 2024. The Housing and Human Services Board interviewed applicants at its May 9, 2024 meeting and approved the budgets for CDBG expenditures, including allocations to the non-profit organizations, at its June 19, 2024 meeting.

5. Community input regarding public services allocations was solicited through a public comment period and through the conduct of two public hearings.

6. Funding in the amount of $325,812 will be available in the Outside Services budget within the Community Development Block Grant Fund.

Recommendation

The resolution be approved.

ADDITIONAL COMMENTS:

Contract Required: Yes
Previous Action: N/A
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

Council Action: N/A
Review Completed By: M.Boyle

ATTACHMENTS:

M Boyle Approval for FY24-25 Public Services Grant Agreements (PDF)
CURRENT YEAR FINANCIAL IMPACT:

N/A
Budget Adjustment/Transfer Required: No

REVISION INFORMATION:

Prepared: 6/20/2024 09:36 AM by Asley Miller
Last Updated: 7/11/2024 09:59 AM by Asley Miller
WHEREAS, applications for Community Development Block Grant, funds were carefully considered by the Housing and Human Services Board and allocations thereto are included as part of the submitted Community Development Block Grant budget; and

WHEREAS, two public hearings were conducted to receive citizen input regarding the allocation of Fiscal Year 2024-2025 funding;

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

SECTION I. THAT the City Council hereby approves a Community Development Block Grant agreement between the City of Irving and The Salvation Army, a Georgia Corporation for Irving Corps (Sub-recipient), whereby Community Development Block Grant funds from the United States Department of Housing and Urban Development will be used to support Sub-recipient’s homeless prevention program, and City, subject to sufficient funding from the United States Department of Housing and Urban Development, shall reimburse Sub-recipient in an amount not to exceed $101,500.00, and the City Manager or designee is authorized to execute the agreement upon the approval of the agreement by the City Attorney.

SECTION II. THAT the City Council hereby approves a Community Development Block Grant agreement between the City of Irving and Irving Cares, Inc. (Sub-recipient), whereby Community Development Block Grant funds from the United States Department of Housing and Urban Development will be used to support Sub-recipient’s eviction prevention program, and City, subject to sufficient funding from the United States Department of Housing and Urban Development, shall reimburse Sub-recipient in an amount not to exceed $70,000.00, and the City Manager or designee is authorized to execute the agreement upon the approval of the agreement by the City Attorney.

SECTION III. THAT the City Council hereby approves a Community Development Block Grant agreement between the City of Irving and Visiting Nurse Association of Texas (Sub-recipient), whereby Community Development Block Grant funds from the United States Department of Housing and Urban Development will be used to support Sub-recipient’s Meals on Wheels program, and City, subject to sufficient funding from the United States Department of Housing and Urban Development, shall reimburse Sub-recipient in an amount not to exceed $153,500.00, and the City Manager or designee is authorized to execute the agreement upon the approval of the agreement by the City Attorney.

SECTION V. THAT funding for this expenditure is available in the Outside Services budget within the Community Development Block Grant Fund.

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 August 1, 2024.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

____________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

____________________________
Kuruvilla Oommen
City Attorney
Use caution when clicking links & opening attachments!

Good Morning,

This look fine and good- approved. Thank you.

Matthew C. G. Boyle | Partner
Boyle & Lowry, L.L.P.
4201 Wingren Drive, Suite 108 | Irving, Texas 75062
Office: 972.650.7100 | Direct: 972.650.7104 | Fax: 972.650.7105
mboyle@boyle-lowry.com | http://www.boyle-lowry.com/

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From: Ashley Miller <amiller@cityofirving.org>
Sent: Thursday, June 20, 2024 9:32 AM
To: Matthew Boyle <mboyle@boyle-lowry.com>
Cc: DeLiza Gierling <dgierling@cityofirving.org>; LaQuita Cobb <lcobb@cityofirving.org>
Subject: RE: City of Irving FY24-25 Public Services Grant Agreement Revisions

Good Morning Matthew,

The City has reviewed and implemented your recommended adjustments to its FY24-25 Public Services Grant Agreements. Please review the final agreement documents and let us know if we are ok to proceed with the use of these documents. Your review and approval by June 27, 2024 would be greatly appreciated.

Best Regards,

Ashley Miller, CPM | Community Development Programs Supervisor
City of Irving | Housing and Redevelopment Division
825 W. Irving Blvd., Irving, TX 75060
P: (972) 721.4961 | Fax: (972) 721.4813
amiller@cityofirving.org | CityofIrving.org
From: Matthew Boyle <mboyle@boyle-lowry.com>
Sent: Wednesday, May 8, 2024 1:48 PM
To: Ashley Miller <amiller@cityofirving.org>
Cc: DeLiza Gierling <dgierling@cityofirving.org>
Subject: [External] City of Irving FY24-25 Public Services Grant Agreement Revisions

USE CAUTION when clicking links & opening attachments!

Good afternoon,

Please see the attached and let me know if you have any questions or concerns. Thanks.

Matthew C. G. Boyle | Partner
BOYLE & LOWRY, L.L.P.
4201 Wingren Drive, Suite 108 | Irving, Texas 75062
Office: 972.650.7100 | Direct: 972.650.7104 | Fax: 972.650.7105
mboyle@boyle-lowry.com | http://www.boyle-lowry.com/

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From: Ashley Miller <amiller@cityofirving.org>
Sent: Monday, April 22, 2024 12:15 PM
To: Matthew Boyle <mboyle@boyle-lowry.com>
Cc: DeLiza Gierling <dgierling@cityofirving.org>; LaQuita Cobb <lcobb@cityofirving.org>
Subject: City of Irving FY24-25 Public Services Grant Agreement Revisions

Good Afternoon Matthew,

The City will begin working with potential non-profit organizations to complete the CDBG and ESG Public Services grant agreement execution process. There are two new HUD regulations that the city
may need to be included in the agreements (draft FY24-25 CDBG and ESG grant agreements are attached) going forward. Your guidance regarding appropriately incorporating these new regulations into the agreements would be appreciated. Additional information is linked below and attached.


Your review and feedback by May 15, 2024, would be greatly appreciated.

Best Regards,

Ashley Miller | Community Development Programs Supervisor
City of Irving | Housing and Redevelopment Division
825 W. Irving Blvd., Irving, TX 75060
P: (972) 721.4961  Fax: (972) 721.4813
amiller@cityofirving.org | CityofIrving.org
THE STATE OF TEXAS § COMMUNITY DEVELOPMENT BLOCK § GRANT AGREEMENT

COUNTY OF DALLAS §

THIS Agreement is made and entered into on this 1st day of October 2024 by and between Irving Cares, Inc. (hereinafter "SUBRECIPIENT"), and the CITY OF IRVING, TEXAS (hereinafter "CITY"). CITY and SUBRECIPIENT may be referred to individually as a “Party” and jointly as the “Parties”.

WHEREAS, the CITY has received grant from the United States Department of Housing and Urban Development (“HUD”) through the Community Development Block Grant (“CDBG”) Program, Catalog of Domestic Assistance No. 14.218, with which CITY desires to promote public service activities that benefit low- and moderate-income residents of the City of Irving and the development of partnerships amount CITY, local governments, private industry, and non-profit social services agencies; and

WHEREAS CITY is the administrator of CDBG funds from HUD, the primary purpose of said program pursuant to the Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended (“Act”), 24 CFR §570 et seq. (the CDBG regulations or “Regulations”) is to benefit low- and moderate-income persons; and

WHEREAS, CITY, acting pursuant to the Act, heretofore adopted an Action Plan to carry out activities eligible under the CDBG program; and

WHEREAS Irving Cares, Inc. is a non-profit corporation managed by a volunteer Board of Directors; and

WHEREAS, CITY has determined that SUBRECIPIENT’s PROJECT provides up to two (2) months of rental assistance; and

WHEREAS, the CITY wishes to engage the SUBRECIPIENT to assist the CITY in utilizing such funds;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenant set forth herein, CITY and SUBRECIPIENT do agree, for themselves and for their respective successors and assigns, as follows:

1. PROJECT

1.1 Project Description

The SUBRECIPIENT shall utilize CITY CDBG funds for the provision of SUBRECIPIENT’S Eviction Prevention Program (“PROJECT”), whereby SUBRECIPIENT will provide up to two (2) months of rental assistance. The scope and performance of the services of the PROJECT shall be in
accordance with the Scope of work and schedule attached hereto as “Exhibit A: Scope of Work” and incorporated herein by reference.

Objectives to be met by SUBRECIPIENT within the Agreement period shall be as stated in “Exhibit B: Performance Objectives”. The PROJECT Budget shall be as set forth in the attached “Exhibit C: Budget/Authorized Reimbursable Costs”.

It is understood by all Parties hereto that this Agreement and the disbursement of funds pursuant to this Agreement are governed by the provisions of 24 CFR 570, regulations of the Community Development Block Grant (CDBG) Program, and any amendments thereto; that Parties hereto agree to abide by the applicable provision of CDBG to the extent that other sections which may be applicable are not specifically mentioned herein; and that in the event of any conflict between any provision herein and the requirements of 24 CFR 570, said federal requirements shall take precedence.

1.2 Term

The term of Agreement shall be from October 1, 2024 and shall run until September 30, 2025.

1.2.1 Extension of Agreement
This Agreement may not be extended.

1.3 Tasks and Schedule

To ensure that the PROJECT progresses adequately toward completion, SUBRECIPIENT must achieve the following benchmarks:

1.3.1 Monthly Performance Reporting
PROJECT performance reports will be submitted on a monthly basis, in a format developed and provided by the CITY. Performance reports will summarize PROJECT status in several areas including 1) Status of PROJECT expenditures, 2) Status of PROJECT performance against pre-determined measures, and 3) General status of PROJECT and any other information relevant to the completion of the PROJECT.

1.3.2 Expenditure
Unless alternative arrangements have been approved in writing by CITY staff in advance, grant expenditures shall be evenly expended (approximately 1/12 of the targeted performance achieved each month) over the contract term.

2. FORM OF ASSISTANCE AND DISBURSEMENTS

2.1 Form and Terms of Assistance

In consideration for PROJECT services, CITY shall pay SUBRECIPIENT as disbursement of Fiscal Year 2024-2025 Community Development Block Grant funds for eligible costs for the PROJECT in an
amount not to exceed $70,000.00. Said disbursement is to be paid upon submission to the CITY of appropriate documentation and invoices as stipulated by the CITY. In order to qualify for reimbursement, funds to be disbursed under this Agreement must be spent by SUBRECIPIENT during the term of the Agreement.

SUBRECIPIENT may not request disbursement of funds until the funds are needed for payment of eligible costs. The amount of each request must be equal to the proof of payment submitted for reimbursement and eligible expenditures. Funds allocated by CITY for this PROJECT which have not been invoiced by SUBRECIPIENT within thirty (30) calendar days after the ending date of this Agreement shall revert to the CITY to be allocated for other activities. Invoices shall not be submitted and payment shall not be made more often than once every thirty (30) days throughout the Agreement term. Payments may be contingent upon certification by the CITY that the SUBRECIPIENT’s financial management system is in accordance with the standards specified in this Agreement.

The obligations of the City in this Agreement are subject to the receipt of sufficient funding from the U.S. Department of Housing and Urban Development. If such funding is not provided by the U.S. Department of Housing and Urban Development, both parties to this Agreement are relieved of any further obligation to the other. These funds are considered formula grant funds with a Catalog of Federal Domestic Assistance number (CFDA) of 14.218.

2.2 Costs in Compliance with CDBG Regulations and Agreement

SUBRECIPIENT shall be reimbursed for eligible costs for the PROJECT with CDBG funds only if CITY determined in its sole discretion that:

A. Costs are eligible expenditures in accordance with the CDBG regulations;
B. Costs are in compliance with this Agreement and are reasonable and consistent with industry norms; and
C. Complete documentation, as applicable, is submitted to CITY by SUBRECIPIENT

2.3 Budget

SUBRECIPIENT agrees that the CDBG funds will be paid on a reimbursement basis in accordance with Exhibit B: Budget/Authorized Reimbursable Costs. SUBRECIPIENT agrees to utilize CBDG funds to supplement rather than supplant funds otherwise available for the PROJECT. Notwithstanding any provision in this Agreement to the contrary, SUBRECIPIENT’s efforts to identify and secure alternative funding sources shall not delay the performance of any obligations of either CITY or SUBRECIPIENT under this Agreement.

2.3.1 Changes in Budget

SUBRECIPIENT may increase or decrease line-item amounts in the budget with CITY prior written approval, which approval shall be at CITY sole discretion. Any such increase or decrease in line items in the budget shall comply with Exhibit A: Scope of Work and shall not increase the total amount of CBDG funds.
2.4 Disbursement

CITY’s CDBG funding is intended as Public Service PROJECT assistance. SUBRECIPIENT may request disbursements no more than monthly during the term of the Agreement in accordance with the terms set forth in this section.

SUBRECIPIENT shall be paid up to a total amount not to exceed Seventy Thousand Dollars ($70,000.00) in accordance with the proposed budget contained herein. Payment shall be made upon submission of proper documentation, provided that services have been satisfactory, and that any and all service delivery data requested by CITY has been furnished. SUBRECIPIENT shall submit to CITY requests for disbursement on forms acceptable to CITY, accompanied by appropriate source documentation, including copies of third-party invoices, statements of work performed, cancelled checks, payroll information, or other such verification as authorized by 2 CFR §200.405. SUBRECIPIENT may not request disbursement of funds until the funds are needed for reimbursement of payment of eligible costs.

2.4.1 Conditions of Reimbursement

CDBG funding will only be released to SUBRECIPIENT for actually incurred CDBG-eligible project costs. The obligation of CITY to approve any request or to make any disbursement of CDBG funds is subject to the satisfaction of the following conditions at the time of making such disbursement:

A. SUBRECIPIENT shall not be in default under the term of this Agreement and no events shall exist, which by notice, passage of time, or otherwise would constitute an event of default under this Agreement

B. CITY shall have received evidence satisfactory to CITY that all funded activities have been carried out in accordance with HUD regulation, the term of this Agreement, and SUBRECIPIENT’s proposed scope of work

C. SUBRECIPIENT shall have submitted on or before the tenth (10th) of the month following each month of service of the Agreement term a completed reimbursement request using such forms as deemed acceptable by CITY and other appropriate source documentation as may be required by CITY including, but not limited to:

   I. SUBRECIPIENT authorization of submittal
   II. Line Item budget information matching reimbursement request detail
   III. Population Served Report
   IV. Client Service Log(s) which match requested reimbursement amounts
   V. Completed performance measure report
   VI. Completed client data summary reports which align with requested reimbursement
   VII. Such other supporting evidence as may be requested by CITY to substantiate all payments which are to be made out if the relevant disbursement and/or to substantiate all payments then made with respect to the PROJECT

D. No determination shall have been made by CITY that the undisbursed amount of the PROJECT Agreement is less than the amount received to pay all costs and expenses of
any kind that reasonably may be anticipated in connection with the completion of the PROJECT.

2.4.2 Conditions of Final Disbursement
In addition to the requirement set forth in Section 2.4.1, CITY shall require the completion of a Year-end Report on CITY-approved documents, prior to the final disbursement of funds, the request for which shall not be submitted before completion of the PROJECT.

2.4.3 Limitations on Reimbursement Requests
The Parties covenant and agree that in the event that CITY discovers a misstatement in any affidavit, statement, or certificate furnished pursuant to this Agreement, it shall make no further disbursements until such misstatement has been corrected.

2.4.4 Acknowledgement of City Payment of CDBG Funds
Within fifteen (15) calendar days after the payment of the final reimbursement request, SUBRECIPIENT shall sign an acknowledgement that CITY has paid all CDBG funds due under this Agreement.

3. INTENDED BENEFICIARIES

The intended beneficiaries of the CDBG-funded services in this Agreement are those persons in the City of Irving who are in need of the services provided by SUBRECIPIENT under this Agreement, at least 51% of whom shall be of low or moderate income as defined by the U.S. Department of Housing and Urban Development (HUD) or shall be of a clientele generally presumed by the U.S. Government to be principally low and moderate income. For the purposes of this Agreement, the definition of "low and moderate income" shall be as specified by the U.S. Department of Housing and Urban Development and may be subject to change without notice. SUBRECIPIENT is responsible for verifying such information prior to the determination of beneficiary eligibility, but CITY, where appropriate, shall advise SUBRECIPIENT of any changes to low- and moderate-income limits as established by HUD. SUBRECIPIENT shall establish, maintain and submit to City documentation concerning PROJECT beneficiaries in a form acceptable to CITY's Housing and Redevelopment Division.

3.1 Income Eligibility and Calculation

SUBRECIPIENT shall ensure that annual gross household income of at least 51% of its PROJECT clients does not exceed current income limits for low to moderate income households, as established and periodically revised by HUD. Any PROJECT providing direct financial assistance to clients such as for rental or educational assistance must ensure that 100% of all clients assisted through the PROJECT do not exceed current income limits for low to moderate income households. Income limits are established at eighty percent (80%) of the HUD-provided Area Median Income, adjusted for family size.
3.1.2 Documentation
SUBRECIPIENT shall ensure that all members of an applicant household provide documentation of assets and income. Such documentation, unless differently predetermined through CITY prior written approval, shall include but is not limited to:

A. Thirty (30) calendar days of employment or other income documentation, preferably in the form of paycheck stubs, for each working member of the household, aged eighteen (18) or older

B. Verification of any other sources of income for all family members (Social Security, SSI, Medicaid, Child Support (12-month history), Alimony (12 month history), retirement, etc.)

C. Verifiable documentation for any other sources of income and/or assets.

A letter of explanation, along with documentation supporting the explanation, shall be included in the client file for any unusual circumstances which impacts client income or assets.

3.1.3 Residency
SUBRECIPIENT shall obtain documentation of residency in the City of Irving, legal United States residency, and supporting information for all household members as part of the determination of PROJECT eligibility, including current government-issued photo identification from the head(s) of household.

4. GENERAL CONDITIONS

4.1 General Compliance

The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The SUBRECIPIENT also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement.

4.2 Independent Contractor

Nothing contained in this Agreement is intended, nor shall it be construed in any manner, as to create or establish the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.
4.3 Worker’s Compensation

The SUBRECIPIENT shall provide Worker’s Compensation Insurance coverage for all of its employees and volunteers involved in the performance of this Agreement.

4.4 Insurance and Bonding

The SUBRECIPIENT shall carry insurance coverage as outlined in Exhibit D of this agreement to protect any Agreement assets from loss due to theft, fraud and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to any cash advances from the CITY. The SUBRECIPIENT shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonding and Insurance, in addition to any other insurance required by CITY.

4.5 Amendments

CITY and SUBRECIPIENT may amend this Agreement by mutual agreement at any time provided that such Amendment(s) make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Irving City Council. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or SUBRECIPIENT from its obligations under this Agreement.

The CITY may, in its sole discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment(s) result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the CITY and SUBRECIPIENT.

4.6 Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least sixty (60) days before the effective date of such termination. Partial terminations of activities contained in Exhibit A: Scope of Work may only be undertaken with the prior approval of CITY. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the SUBRECIPIENT under this Agreement shall, at the option of the CITY, become the property of the CITY, and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The CITY may also suspend or terminate this Agreement at its sole discretion, in whole or in part, if the SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the CITY may declare the SUBRECIPIENT ineligible for any further participation in the CITY’s contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the SUBRECIPIENT is not in compliance with any applicable rules and regulations, the CITY may withhold said Agreement funds until such time as the SUBRECIPIENT is found to be in compliance by the CITY, or is otherwise adjudicated to be in compliance.
4.7 Procurement

SUBRECIPIENT shall develop and implement procurement procedures which conform to any procurement guidelines issued by CITY. If SUBRECIPIENT is a unit of local government, it shall also comply with all applicable state and local laws relating to procurement. SUBRECIPIENT shall not procure supplies, equipment, materials or services except in accordance with such procurement procedures.

By signing this Agreement, SUBRECIPIENT certifies that it is not in a state of debarment. Furthermore, SUBRECIPIENT certifies that it will not award any funds provided under this contract to any party with is debarred, suspended, or otherwise excluded for or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. SUBRECIPIENT shall receive the certification provided by the CITY from each proposed subcontractor under this contract and its principals.

4.8 Allowable Costs

For the term of this Agreement, CITY will reimburse SUBRECIPIENT for the up to two (2) months of rental assistance as more specifically described in Exhibit A: Scope of Work and Exhibit C: Budget/Authorized Reimbursable Costs. SUBRECIPIENT shall be reimbursed by CITY's Housing and Redevelopment Division in a total amount not to exceed Seventy Thousand Dollars ($70,000.00). SUBRECIPIENT shall establish, maintain, and submit to CITY documentation concerning PROJECT budget and expenditures in a form acceptable to the Housing and Redevelopment Division. All PROJECT costs must be reasonable and consistent with policies and procedures of the City of Irving, SUBRECIPIENT, and the U.S. Department of Housing and Urban Development. All expenditures must be accorded consistent treatment, and must be determined to be in accordance with generally accepted accounting principles ("GAAP"). CITY reserves the right to audit all budgets, work schedules, and accounts. SUBRECIPIENT further agrees to comply with any applicable provisions of 24 CFR, Part 200.

SUBRECIPIENT shall be liable to the CITY for any costs disallowed by the U.S. Department of Housing and Urban Development pursuant to financial and compliance audit(s) of funds received under this Agreement. Reimbursement to the CITY of such disallowed costs shall be paid by SUBRECIPIENT from funds which were not provided or otherwise made available to SUBRECIPIENT under this Agreement.

4.9 Form 1295

SUBRECIPIENT shall complete the Certificate of Interested Parties form (Form 1295), as outlined in section 2252.908 of the State of Texas Government Code prior to the execution of this contract to ensure that SUBRECIPIENT discloses interested parties to the State. SUBRECIPIENT must use the application provided electronically by the Texas Ethics Commission and print a copy of the complete form, which will include a certification of filing that will contain a unique certification number. Such certification must be signed by an authorizing agent of the SUBRECIPIENT, and the form must be notarized. SUBRECIPIENT shall provide CITY with the completed Form 1295 prior to execution of the Agreement. CITY will acknowledge to the state the receipt of the certification of filing no later than the 30th day after the date the CITY receives the Form 1295. Agreement may
not be fully executed until receiving notice from the State, review by the State of which must occur within seven (7) business days from the date of acknowledgement of receipt from CITY.

4.10 Internal Controls

In compliance with the requirements of 2 CFR §200.303, SUBRECIPIENT shall:

4.10.1 Establish and maintain effective internal control over the CDBG funds that provides reasonable assurance that SUBRECIPIENT is managing the CDBG funds in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement. These internal controls shall be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

4.10.2 Comply with Federal statutes, regulations, and the terms and conditions of this Agreement

4.10.3 Evaluate and self-monitor SUBRECIPIENT’s compliance with statutes, regulations, and the terms and conditions of this Agreement

4.10.4 Take prompt actions when instances of noncompliance are identified including noncompliance identified in audit findings and inform CITY of corrective actions within thirty (30) days of identification of noncompliant action

4.10.5 Take reasonable measures to safeguard protected personally identifiable information and other information that HUD or CITY designates as sensitive or SUBRECIPIENT considers sensitive consistent with applicable Federal, State, local, or tribal laws regarding privacy and obligations of confidentiality.

4.11 Compliance with All Applicable Laws and Regulations

SUBRECIPIENT agrees to comply fully with all applicable laws and regulations that are currently in effect or that are hereafter amended during the performance of this Agreement. Those laws include, but are not limited to:

- Title 1 of the Housing and Community Development Act of 1974 as set out above
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sections 2000d et seq.) including provisions requiring recipients of Federal assistance to ensure meaningful access by persons of limited English proficiency
- The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Sections 3601 et seq.)
- Executive Orders 11063, 11246 as amended by 11375 and 12086 and as supplemented by Department of Labor regulations 41 CFR, Part 60
- The Age Discrimination in Employment Act of 1967
• The Age Discrimination Act of 1975 (42 U.S.C. Sections 6101 et seq.)
• The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Sections 4601 et seq. and 49 CFR Part 24 (“URA”))
• Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sections 794 et seq.) and 24 CFR Part 8 where applicable
• The Clean Air Act, as amended (42 U.S.C. Sections 1251 et seq.) and the Clean Water Act of 1977, as amended (33 U.S.C. Sections 1251 et seq.), related Executive Order 11738 and Environmental Protection Subrecipient Regulations at 40 CFR Part 15. In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility that has given rise to a conviction under the Clean Air Act or the Clean Water Act.
• Immigrations Reform and Control Act of 1986 (8 U.S.C. Sections 1101 et seq.), specifically including the provisions requiring employer verifications of legal status of its employees
• Regulations at 2 CFR Part 200 related to lobbying, including the requirement that certifications and disclosures be obtained from all covered persons
• Executive Order 12549 and 24 CFR Part 5.105(c) pertaining to restrictions on participations by ineligible, debarred, or suspended persons or entities
• Regulations at 24 CFR Part 882.708(C) pertaining to site and neighborhood standards for new construction projects
• Regulations at 24 CFR Part 983.6 for Site and Neighborhood Standards Review
• Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act
• Guidelines of the Environmental Protections Subrecipient at 40 CFR Part 247
• For contracts and subgrants for construction or repair, Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in 29 CFR Part 5
• For construction contracts in excess of $2,000.00, and in excess of $2,500.00 for other contracts which involve the employment of mechanics or laborers, Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 300) as supplemented by 29 CFR Part 5
• Regulations at 24 CFR Part 570, Community Development Block Grant
• Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et seq.
• Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Title
10, subtitle F, Chapter 2271)

- Texas Government Code Title 10, Subtitle B, Chapter 2054, Subchapter A
- The Violence Against Women Act Reauthorization of 2022, 42 USC Subchapter III
- The Buy America Preference of the Build America/Buy America Act, 2 CFR 184

4.12 Copyright, Patent Rights, and Public Information Act

SUBRECIPIENT acknowledges that the City of Irving is subject to the provisions of the Texas Public Information Act as set forth in Chapter 552 of the Texas Government Code. If a public information request is made to the CITY for information regarding this Agreement, or for any other records provided by SUBRECIPIENT to CITY, the CITY may send a request to the Texas Attorney General for a decision as to whether or not such information may be withheld from disclosure in accordance with the Public Information act, and will release such information if required to do so by Texas of Federal law. In the event that a public information request is made to the CITY for items or documents that may be subject to copyright or patent protection, the CITY will notify SUBRECIPIENT that such public information request has been made so that SUBRECIPIENT can send any arguments to the Texas Attorney General concerning why the information is confidential and should not be released and so that SUBRECIPIENT can assert any other rights it may have under law to keep such information from being disclosed; and SUBRECIPIENT can notify the holder of copyright or patents rights to the requested documents that it can send any arguments to the Texas Attorney General concerning why the information is confidential and should not be released and so that the hold of said rights can assert any other rights it may have under law to keep such information from being disclosed. If pursuant to a court order, subpoena or summons, the CITY is required to make disclosure of information provided by SUBRECIPIENT to the CITY, the CITY shall notify SUBRECIPIENT to allow SUBRECIPIENT to assert whatever exclusions or exemptions may be available to SUBRECIPIENT under applicable law; and, so that SUBRECIPIENT can notify the holder of copyright or patent rights so that it can assert whatever exclusions or exemptions may be available to it under applicable law. SUBRECIPIENT acknowledges that the CITY must comply with such court order, subpoena or summons unless otherwise determined by the applicable court. The provisions of this Section shall survive the termination of this Agreement.

4.13 Terms Applicable to Contractors, Subcontractors, and Vendors

SUBRECIPIENT understands and agrees that all terms of this Agreement, whether regulatory or otherwise, shall apply to any and all contractors, subcontractors, and vendors of SUBRECIPIENT which are in any way paid with CDBG funds or who perform any work in connection with the PROJECT. SUBRECIPIENT shall cause all applicable provisions of the Agreement to be included in and made a part of any contract or subcontract executed in the performance of its obligations hereunder, including its obligations regarding the CDBG Requirements and the CDBG Regulations. SUBRECIPIENT shall monitor the services and work performed by its contractors, subcontractors, and vendors on a regular basis for compliance with the CDBG Requirements, the CDBG Regulations, and Agreement provisions. SUBRECIPIENT is responsible to cure all violations of the CDBG Regulations committed by its contractors, subcontractors, or vendors pertaining to this Agreement. CITY maintains the right to insist on SUBRECIPIENT’s full compliance with the terms of this Agreement and the CDBG Regulations and SUBRECIPIENT is responsible for such compliance regardless of whether actions to fulfil the requirements of this Agreement or the CDBG Regulations are taken by SUBRECIPIENT or by SUBRECIPIENT’s contractors, subcontractors, or vendors. SUBRECIPIENT acknowledges that the provisions of this Section shall survive the
earlier termination or expiration of this Agreement and be applicable for five (5) years after the termination of this Agreement.

4.14 Meaningful Access For Limited English Proficient Persons

Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English ("Limited English Proficient persons" or "LEP") may be entitled to language assistance under Title VI of the Civil Rights Act of 1964 (Title VI) in order to receive a particular service, benefit, or encounter. In accordance with Title VI and its implementing regulations, the SUBRECIPIENT agrees to take reasonable steps to ensure meaningful access to activities for LEP persons. Any of, but not limited to, the following actions could constitute “reasonable steps”, depending on the circumstances; acquiring translators to translate vital documents, advertisements and notices, acquiring interpreters for face-to-face interviews with PEP persons, placing advertisements and notices in newspapers that serve LEP persons, partnering with other organizations that serve LEP populations to provide interpretation, translation, or dissemination of information regarding the PROJECT, hiring bilingual employees or volunteer for outreach and intake activities, or contracting with a telephone line interpreter service.

4.15 Other Laws

The failure to list any Federal, State, or City ordinance, law, or regulation that is applicable to SUBRECIPIENT does not excuse or relieve SUBRECIPIENT from the requirements or responsibilities in regard to following the law, nor from the consequences or penalties for SUBRECIPIENT’s failure to follow the law, if applicable.

5. REPORTING, MONITORING, AND RECORDKEEPING

5.1 General Requirements

SUBRECIPIENT agrees to provide reports to CITY and to maintain records documenting compliance with this Agreement, the loan documents and regulatory agreements, the CDBG requirements, and all other applicable federal, state, and local laws and regulations. SUBRECIPIENT also agrees to provide CITY, HUD, HUD's Inspector General, the Comptroller General of the United States (aka the U.S. Government Accountability Office or “GAO”), or their representatives, access to the PROJECT and its records for the purpose of monitoring SUBRECIPIENT’s compliance with applicable requirements.

5.2 Reporting Requirements

If SUBRECIPIENT fails to submit, in a timely and satisfactory manner, any report or response required by this Contract as specified in Exhibits "B" and "C", including responses to monitoring reports, CITY may withhold payments otherwise due to SUBRECIPIENT hereunder. If CITY withholds such payments, it shall notify SUBRECIPIENT in writing of its decision and the reasons therefor. Payments may be withheld by CITY until such time as the delinquent obligations for
which funds are withheld are fulfilled by SUBRECIPIENT. If the delinquent report or response is not received within forty-five (45) days of its due date, CITY may suspend or terminate this Contract. If SUBRECIPIENT receives CDBG funds from CITY over two (2) or more Contract Periods, funds may be withheld or this Contract suspended or terminated for SUBRECIPIENT’s failure to submit a report or response (including a report of audit) past due under a prior Housing and Redevelopment Division contract.

SUBRECIPIENT shall submit a final Program Close-Out Report to the Housing and Redevelopment Division not later than **October 31, 2025**.

### 5.3 Reports

SUBRECIPIENT will submit to CITY all reports and documentation described in this Agreement in such form as CITY may prescribe. SUBRECIPIENT will be required to submit a final performance and/or final financial report as required by CITY at the termination of this Agreement in such form and within such times as CITY may prescribe. Failure to submit any report or documentation described in this Agreement to CITY shall be an event of default of this Agreement, and CITY may exercise all of its remedies for default under this Agreement.

#### 5.3.1 Additional Information

SUBRECIPIENT shall provide CITY with additional information as may be required by State or Federal agencies to substantiate CDBG Program activities and/or expenditure eligibility.

#### 5.3.2 Change in Reporting Requirements and Forms

CITY retains the right to change reporting requirements and forms at its discretion. CITY will notify SUBRECIPIENT in writing at least thirty (30) calendar days prior to the effective date or such change, where practicable, and the Parties shall execute an amendment to this Agreement reflecting such change if necessary.

#### 5.3.3 City Reserves Right to Audit

CITY reserves the right to perform an audit of SUBRECIPIENT’s operations and finances related to this Agreement at any time during the term of this Agreement and for five (5) years after the Agreement terminates if CITY determines that such audit is necessary for CITY’s compliance with CDBG Regulations or other CITY policies, and SUBRECIPIENT agrees to allow access to all pertinent materials as described herein. If such audit reveals a questioned practice or expenditure, such questions must be resolved within fifteen (15) business days after notice to SUBRECIPIENT of such questioned practice or expenditure. If questions are not resolved within this period, CITY reserves the right to withhold further funding under this Agreement and/or other contracts with SUBRECIPIENT. If as a result of an audit it is determined that SUBRECIPIENT has falsified any documentation or misused, misapplied, or misappropriated CDBG funds or spent CDBG funds on any ineligible activities, SUBRECIPIENT agrees to reimburse CITY the amount of such monies plus the amount of any sanctions, penalty, or other charge levied against CITY by HUD because of such actions.

### 5.4 Monitoring

CITY will monitor and evaluate SUBRECIPIENT’s progress on project performance on an annual basis, or more frequently as required, against goals and performance standards established
Monitoring may take the form of desk review, virtual or on-site monitoring. SUBRECIPIENT shall establish and maintain appropriate documentation to verify stated performance objectives and shall submit such documentation to City's Housing and Redevelopment Division staff on a monthly basis during the Agreement term as provided in Section 2, or more often if deemed necessary. SUBRECIPIENT further agrees to reasonable on-site monitoring by representatives of the City and the U.S. Department of Housing and Urban Development.

SUBRECIPIENT understands and agrees that it will be subject to monitoring by CITY for compliance with the CDBG Regulations and the terms of this Agreement until the PROJECT is closed in IDIS and for four (4) years thereafter. SUBRECIPIENT will provide reports and access to PROJECT files as requested by CITY during the term of the Agreement and for four (4) years after the PROJECT is closed in IDIS. In order to assist CITY with its monitoring, SUBRECIPIENT shall comply with all the reporting requirements set out in this Agreement.

5.4.1 Access
Representatives of CITY, HUD, HUD Office of Inspector General, and the United States Comptroller General shall have access during regular business hours, upon forty-eight (48) hours’ prior notice, to SUBRECIPIENT’s offices and records that are related to the use of the CDBG funds, and to SUBRECIPIENT’s officers, agents, employees, contractors, subcontractors, vendors, and records that are related to the use of CDBG funds for the purpose of such monitoring.

5.4.2 Frequency and Types of Monitoring
In addition to other provisions of this Agreement regarding frequency of monitoring, CITY reserves the right to perform desk reviews or on-site monitoring of SUBRECIPIENT’s compliance with the terms and conditions of this Agreement. CITY shall provide SUBRECIPIENT with a written report of the monitor’s findings after each on-site monitoring visit. If the monitoring report notes deficiencies in SUBRECIPIENT’s performance, the report shall include requirements for the timely correction of said deficiencies by SUBRECIPIENT. Failure by SUBRECIPIENT to take the action specified in the monitoring report may be cause for suspension or termination of this Agreement as provided herein or CITY may require repayment of all CDBG funds related to this Agreement. CITY will evaluate all funded agencies to determine the required frequency of on-site monitoring to be conducted.

5.4.3 Substandard Performance
Substandard performance as determined by City monitoring will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the City, Agreement suspension or termination procedures will be initiated. In the event that the City makes a determination that the provisions of this Agreement have not been performed by the SUBRECIPIENT, City may, in accordance with 2 CFR 200.339(a)(1), suspend or terminate this Agreement by notice in writing to SUBRECIPIENT if the SUBRECIPIENT materially fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 2 CFR 200.339.
5.5 Audits

SUBRECIPIENT shall provide annually during the term of this Agreement, together with the twelve (12) month period prior to the Agreement period submitted to CITY within five (5) business days of Agreement execution, to CITY a copy of an independent financial audit. Such audits shall be completed by an independent auditor in accordance with generally accepted accounting and auditing principles and standards (GAAP) governing financial and compliance audits. Such audits should be completed no later than one hundred fifty (150) days following the end of the SUBRECIPIENT’s fiscal year. However, upon CITY approval of prior written request from SUBRECIPIENT, CITY will allow such audits to be completed no later than one hundred eighty (180) days following the end of the SUBRECIPIENT’s fiscal year. CITY reserves the right to approve this submittal date to mitigate professional charges to SUBRECIPIENT related to conducting such audits. Notwithstanding, all copies of completed audits, together with any management letters or accompanying documentation, shall be submitted to CITY within thirty (30) days of acceptance and review by SUBRECIPIENT. Should SUBRECIPIENT receive Federal funding in an amount exceeding $750,000.00, regardless of source, SUBRECIPIENT must complete an Independent Single Audit in accordance with 2 CFR 200 Subpart F. Such independent Single Audit is subject to the submittal requirements stated above.

In the event SUBRECIPIENT is allocated $750,000.00 or more in federal funds from any agencies of the U.S. Government, SUBRECIPIENT shall also comply with U.S. Government federal audit requirements, including the requirements contained in 2 CFR 200 Subpart F.

5.6 Form 990

SUBRECIPIENT shall provide annually during the term of this Agreement, together with the twelve (12) month period prior to the Agreement period submitted to CITY within five (5) business days of Agreement execution, to CITY a copy of its submitted Return of Organization Exempt From Income Tax (commonly referred to as IRS Form 990). Such forms shall be submitted to CITY within thirty (30) days of SUBRECIPIENT submittal to the Internal Revenue Service.

5.7 Depository and Record Keeping

Disbursed funds must be deposited in a depository having federal depository insurance. CITY shall require of SUBRECIPIENT that the Department of Housing and Urban Development of the United States Government, the Comptroller General of the United States or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Project, for the purpose of making audit examinations, excerpts and transcriptions. This Agreement and all records pertaining to such Agreement shall be maintained by both SUBRECIPIENT and the CITY for a period of four (4) years after final payment is made and all other pending matters are finalized.

CITY reserves the right to conduct additional financial and compliance audits of the funds received and performance rendered under this Agreement. SUBRECIPIENT agrees to permit CITY or its authorized representatives to audit SUBRECIPIENT’s records and to obtain any documents, materials or information necessary to facilitate such audit.
6 PROJECT INCOME

No PROJECT income, commonly referred to as Program Income, is anticipated. In the event there is program income derived from the use of CDBG funds disbursed under this Agreement such program income shall be returned to the Housing and Redevelopment Division for further reallocation.

7 ENFORCEMENT AND TERMINATION

If CITY determines that the required PROJECT elements have not been completed within the timelines of this Agreement or have been provided for ineligible activities or to a preponderance of ineligible persons, CITY shall have the right to terminate this Agreement effectively immediately upon written notice to SUBRECIPIENT of such intent with no penalty or liability to CITY after giving SUBRECIPIENT thirty (30) calendar days to cure. CITY shall also be entitled to demand repayment of the CDBG funds already disbursed to SUBRECIPIENT and enforce any of the provisions of this Agreement for default.

7.1 Failure to Submit Complete Documentation During PROJECT

7.1.1 Complete Documentation

If SUBRECIPIENT fails to submit complete documentation during PROJECT, or if any report or documentation submitted as part of complete documentation is not in compliance with this Agreement or CDBG Regulations as determined by CITY in its sole discretion, CITY will notify SUBRECIPIENT in writing and SUBRECIPIENT will have thirty (30) calendar days from the date of CITY’s written notice to submit or resubmit any such report or documentation. If SUBRECIPIENT fails to submit or resubmit any such report or documentation within such time, CITY shall have the right to withhold payments. If such failure continues for an additional thirty (30) calendar days (a total of sixty (60) calendar days), CITY shall have the right to terminate this Agreement effective immediately upon written notice of such intent to SUBRECIPIENT with no penalty or liability to CITY. Notwithstanding anything to the contrary herein, CITY will not be required to pay any CDBG funds to SUBRECIPIENT during the period that any such report or documentation is missing or otherwise not in compliance with this Agreement or the CDBG Regulations.

7.1.2 Incomplete or Noncompliant Reimbursement Requests

If any of SUBRECIPIENT’s Reimbursement Requests are incomplete or otherwise not in compliance with this Agreement or the CDBG Regulations as determined by CITY on its sole discretion, CITY will notify SUBRECIPIENT in writing of such default and SUBRECIPIENT will have fifteen (15) calendar days from the date of the written notice to resubmit any such Reimbursement Request to cure the default. If SUBRECIPIENT fails to cure the default within such time, SUBRECIPIENT shall forfeit any payments otherwise due under such Reimbursement Request. Is such failure to resubmit such Reimbursement Request continues for an additional fifteen (15) calendar days (for a total of thirty (30) calendar days), CITY shall have the right to terminate this Agreement effective immediately upon written notice of such intent with no penalty or liability to CITY. Notwithstanding anything to the contrary herein,
CITY will not be required to pay any CDBG funds to SUBRECIPIENT during the period that any such Reimbursement Request is not in compliance with this Agreement or the CDBG Regulations.

7.1.3 Multiple Instances
In the event of more than two (2) instances of default, cured or uncured, CITY reserves the right at its sole option to terminate this Agreement effective immediately upon written notice of such intent to SUBRECIPIENT with no penalty or liability to CITY.

7.1.4 Payment of CDBG Funds to SUBRECIPIENT
Notwithstanding anything to the contrary herein, CITY will not be required to pay any CDBG Funds to SUBRECIPIENT pursuant to this Agreement during the period that any Reimbursement Request, report, or other documentation is missing, past due, or is not in compliance with this Agreement or the CDBG Regulations, or during any period during which SUBRECIPIENT is in default of this Agreement.

7.1.5 Unpaid Funds
In the event of termination under this Section, all CDBG Funds awarded but unpaid to SUBRECIPIENT pursuant to this Agreement shall be immediately forfeited and SUBRECIPIENT shall have no further right to such funds. If CITY determines that a repayment of CDBG funds paid to SUBRECIPIENT must be repaid, any CDBG funds already paid to SUBRECIPIENT must be repaid to CITY within thirty (30) calendar days of termination under this Section. Failure to repay such CDBG funds will result in CITY exercising all legal remedies available to CITY under this Agreement.

7.2 Failure to Maintain or Submit Required Reports and Documentation
If SUBRECIPIENT fails to maintain all records and documentation as required in Section 6, or fails to submit any report or documentation required by this Agreement after the PROJECT is completed, or if the submitted report or documentation is not in compliance with this Agreement or the CDBG Regulations as determined by CITY in its sole discretion, CITY will notify SUBRECIPIENT in writing and SUBRECIPIENT will have fifteen (15) calendar days from the date of the written notice to obtain or recreate the missing records or documentation, or submit or resubmit any such report or documentation to CITY. If SUBRECIPIENT fails to maintain the required reports or documentation, or submit or resubmit any such report or documentation within such time, CITY shall have the right to terminate this Agreement effective immediately upon written notice of such intent with no penalty or liability to CITY.

7.3 Additional Time to Cure
Unless specifically provided otherwise in this Agreement, SUBRECIPIENT shall be in default under this Agreement if SUBRECIPIENT breaches any term or condition of this Agreement. In the event that such a breach remains uncured after thirty (30) calendar days following written notice by CITY (or other such notice period as may be specified herein), or if SUBRECIPIENT has diligently and continuously attempted to cure following receipt of such written notice but reasonably required more than thirty (30) calendar days to cure, as determined by both Parties mutually and in good faith, CITY shall have the right to elect, in CITY’s sole discretion, to (i) extend SUBRECIPIENT’s time to cure, (ii) terminate this Agreement effective immediately upon written
notice of such intent to SUBRECIPIENT, or (iii) pursue any other legal remedies available to CITY under this Agreement.

7.4 Remedies
City’s remedies may include:

A. Direct SUBRECIPIENT to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables, and milestones necessary to implement the affected activities.

B. Direct SUBRECIPIENT to establish and follow a management plan that assigns responsibilities for carrying out the remedial activities.

C. Cancel or revise activities likely to be affected by the performance deficiency, before expending CDBG funds for the activities

D. Reprogram CDBG funds that have not yet been expended from the affected activities to other eligible activities or withhold CDBG funds.

E. Direct SUBRECIPIENT to reimburse CITY in any amount of CDBG funds not used in accordance with the HOME regulations.

F. Suspend reimbursement of CDBG funds for affected activities.

G. Suspend or terminate this Contract.

H. Any other appropriate action including but not limited to any remedial action legally available such ad declaratory judgement, specific performance, damages, temporary or permanent injunctions, termination of this Agreement or any other Agreements with SUBRECIPIENTS, and any other available remedies.

7.5 Repayment

In the event of termination under this Section, all CDBG funds awarded but unpaid to SUBRECIPIENT pursuant to this Agreement shall be immediately rescinded and SUBRECIPIENT shall have no further right to such funds and, as determined by CITY, any CDBG funds already paid to SUBRECIPIENT must be repaid to CITY within thirty (30) calendar days of termination. Failure to repay such CDBG funds will result in CITY exercising all legal remedies available to CITY under this Agreement.

7.6 No Funds Disbursed While in Breach

SUBRECIPIENT understands and agrees that no CDBG funds will be paid to SUBRECIPIENT until all defaults are cured to the satisfaction of CITY.
7.7 No Compensation after Date of Termination

SUBRECIPIENT will not receive any CDBG funds for work undertaken after the date of termination.

7.8 Rights of CITY Not Affected

Termination shall not affect or terminate any of the existing rights of CITY against SUBRECIPIENT, or which may thereafter accrue because of such default, and this provision shall be in addition to any and all other rights and remedies available to CITY under the law including, but not limited to, compelling SUBRECIPIENT to complete the PROJECT in accordance with the terms of the Agreement. Such termination does not terminate any applicable provisions of this Agreement that have been expressly noted as surviving the term of termination of this Agreement. No delay or omission by CITY in exercising any right or remedy available to it under this Agreement shall impair such right or remedy or constitute a waiver or acquiescence in any SUBRECIPIENT default.

7.9 Waiver of Breach Not Waiver of Subsequent Breach

The waiver of a default of breach of any term, covenant, or condition of this Agreement shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof or thereof.

7.10 Civil, Criminal, and Administrative Penalties

Failure to perform all Agreement terms may result in civil, criminal, or administrative penalties, including, but not limited to those set out in this Agreement.

7.11 Termination for Cause

CITY may terminate this Agreement in the event of SUBRECIPIENT’s default, inability, or failure to perform subject to notice, grace, and cure periods. In the event CITY terminates this Agreement for cause, all CDBG funds awarded but unpaid to SUBRECIPIENT pursuant to this Agreement shall be immediately rescinded and SUBRECIPIENT shall have no further right to such funds, and any CDBG funds already paid to SUBRECIPIENT must be repaid to CITY within thirty (30) calendar days of termination. Failure to repay such CDBG funds will result in exercising all legal remedies available to City under this Agreement. SUBRECIPIENT acknowledges and agrees that if CITY terminates this Agreement for cause, neither SUBRECIPIENT nor any affiliates of SUBRECIPIENT will be considered for any other CITY contract for CDBG funds for a minimum of five (5) years from the date of termination.

7.11.1 Loss of Nonprofit Status

This Agreement shall be terminated immediately in the event SUBRECIPIENT loses its nonprofit certification or status after the cure period stated in this Section.

7.11.2 No Available CDBG Funds

SUBRECIPIENT may terminate this Agreement if CITY does not provide the CDBG funds substantially in accordance with this Agreement.
7.12 Termination for Convenience

In terminating in accordance with 2 CFR 200, Appendix II, this Agreement may be terminated in whole or in part only as follows:

7.12.1

By CITY with the consent of SUBRECIPIENT in which case the Parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

7.12.2

By SUBRECIPIENT upon written notification to CITY setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of a partial termination, CITY may terminate the Agreement in its entirety if CITY determines in its sole discretion that the remaining portion of the Agreement to be performed or CDBG funds to be spent will not accomplish the purposes for which this Agreement was made.

7.13 Dissolution of SUBRECIPIENT Organization Terminates Contract

This Agreement shall terminate in the event SUBRECIPIENT organization is dissolved or ceases to exist. In the event of termination under this Section, all CDBG funds are subject to repayment and/or CITY may exercise all of its remedies under this Agreement.

7.14 REPAYMENT OF CDBG FUNDS

All CDBG funds are subject to repayment in the event the PROJECT does not meet the requirements of this Agreement or of the CDBG Regulations. If SUBRECIPIENT takes any action that results in CITY being required to repay all or any portion of the CDBG funds to HUD, SUBRECIPIENT agrees it will reimburse CITY for such repayment.

7.15 MATERIAL OWNERSHIP CHANGE

If ownership of SUBRECIPIENT materially changes after the date of this Agreement, CITY may, but is not obligated to, terminate this Agreement. CITY has thirty (30) calendar days to make such determination after receipt of written notice from SUBRECIPIENT, and failure to make such determination will constitute a waiver. In the event of termination by CITY under this Section, all CDBG funds awarded but not yet paid to SUBRECIPIENT pursuant to this Agreement shall be immediately rescinded and SUBRECIPIENT shall have no further right to such funds. Any CDBG funds already paid to SUBRECIPIENT must be repaid to CITY within thirty (30) calendar days of termination under this Section.
8 REVERSION OF ASSETS/DISPOSITION OF EQUIPMENT

Upon expiration of this Agreement, SUBRECIPIENT shall transfer to the CITY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds, except as provided in Section VII herein. In addition, any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 shall either be:

A. Used to meet one (1) of the national objectives listed in 24 CFR 570.208 (benefit at least 51% low and moderate income persons, aid in the prevention or elimination of slums or blight or meet community development needs having a particular urgency because they pose a serious and immediate threat to the health or welfare of the community) until five (5) years after expiration of the Agreement; however, in compliance with 24 CFR 570.505, should the SUBRECIPIENT propose to change the use of the property/equipment from that for which it was originally intended, affected citizens must be provided with reasonable notice of and opportunity to comment on the proposed change; or

B. Disposed of in a manner that results in the CITY being reimbursed in the amount of the current fair market value of the property/equipment less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. Such reimbursement shall not be required if disposition occurs more than five (5) years after expiration of this Agreement. In all cases in which property/equipment is sold, the proceeds shall be program income, the use of which shall be recorded in compliance with 24 CFR 570.504 and Section VII herein.

To document this requirement, SUBRECIPIENT shall maintain appropriate written records as approved by CITY’s Housing and Redevelopment Division regarding use of the property for the five (5) year period following expiration of this Agreement.

9. CONDITIONS FOR RELIGIOUS ORGANIZATIONS

The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, in accordance with the Federal regulations specified in 24 CFR 570.200 (j).

10. INDEMNIFICATION

SUBRECIPIENT SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF IRVING, ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS FEES FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH SUBRECIPIENT’S OPERATION, THE PROJECT, OR THE EXPENDITURE OF FUNDS AUTHORIZED BY THIS AGREEMENT, OR ANY SERVICES PROVIDED BY SUBRECIPIENT FUNDED OR PARTIALLY
FUNDED BY THIS AGREEMENT. SUCH INDEMNIFICATION SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSE OF ACTION, SUITS OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF SUBRECIPIENT OR CITY, THEIR OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES.

IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH SUBRECIPIENT AND CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION INCLUDES INDEMNITY BY SUBRECIPIENT TO INDEMNIFY AND PROTECT CITY FROM THE CONSEQUENCES OF CITY’S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE.

11. PERSONNEL AND PARTICIPANT CONDITIONS

11.1 Civil Rights

11.1.1 Compliance
The SUBRECIPIENT agrees to comply with all applicable State and local laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086, and E.O. 13279.

11.1.2 Nondiscrimination
The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting Subrecipient setting forth the provisions of this nondiscrimination clause.

11.1.3 Land Covenants
This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry
out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

11.4 Section 504
The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The CITY shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

11.2 Employment Restrictions

11.2.1 Prohibited Activity
The SUBRECIPIENT is prohibited from using any funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

11.2.2 Labor Standards
The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of the Contract Work Hours and Safety Standards Act, the Copeland "Anti Kickback" Act (40 U.S.C. 276a-5; 40 USC 327 and 40 USC 276) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7, governing the payment of wages and ratio of apprentices and trainees to journeymen; provided that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

11.3 "Section 3" Clause

11.3.1 Compliance
Compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701, the regulations set forth in 24 CFR 135, and all applicable subsequent rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the CITY, the SUBRECIPIENT and any of the SUBRECIPIENT's subcontractors. Failure to
fulfill these requirements shall subject the CITY, the SUBRECIPIENT and any of the SUBRECIPIENT's subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

11.3.2 Subcontract Language
SUBRECIPIENT agrees to comply with these "Section 3" requirements: The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the CITY. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the metropolitan area in which the project is located."

11.3.3 Training and Employment
SUBRECIPIENT agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project of the neighborhood in which the PROJECT is located, and to low and very low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low and very low income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.

11.3.4 Non Incapacity
The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

11.4 Conduct

11.4.1 Subcontracts
A. Approvals
The SUBRECIPIENT shall not enter into any subcontracts with any Subrecipient or individual in the performance of this Agreement without the written consent of the CITY prior to the execution of such agreement.

B. Monitoring
The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

C. Content
The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

11.4.2 Hatch Act
SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

11.4.3 Conflict of Interest
SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY, or of any designated public agencies or SUBRECIPIENTS which are receiving funds under the CDBG Entitlement program.

SUBRECIPIENT further agrees to execute an Affidavit Against Prohibited Acts, in the form attached as Exhibit F: Affidavit Against Prohibited Acts, certifying that it will adhere to the provisions of the Texas Penal Code, attached as Exhibit E: Texas Penal Code Title 8: Offenses Against Public Administration, which prohibits bribery and gifts to public servants.

11.4.4 Lobbying
SUBRECIPIENT hereby certifies, attached as Exhibit D: Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements, that:

A. No Federal appropriated funds have been or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any Subrecipient, 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;
B. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

C. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subcontractors or subgrantees shall certify and disclose accordingly; and

D. Lobbying Certification
   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

12. APPLICABLE LAW

12.1 Compliance. SUBRECIPIENT shall comply with all applicable local, State and Federal laws and shall carry out each activity hereunder in compliance with all Federal laws and regulations described in Subpart K of 24 CFR Chapter V, as described in Section 570.503(b)(5) of 24 CFR Chapter V.

12.2 Venue. The exclusive jurisdiction for any claim or controversy arising out of or relating to this agreement shall be in the state and federal courts located in Dallas County, Texas and each party hereto irrevocably waives any objection it may now or hereafter have as the venue of any such suit, action, or proceeding brought in such a court or that such court is an inconvenient forum.

13. ASSIGNMENT

No assignment or delegation of duties under this Agreement shall be effective without the written consent of CITY.
14. NOTICES

All notices required or permitted by this Agreement must be in writing and shall be effective upon receipt when (i) sent by United States postal service with proper postage, certified mail return receipt requested or by a nationally recognized overnight delivery service; and (ii) addressed to the other Party at the address set out below or as such other address as the receiving Party designates by proper notice to the sending Party.

SUBRECIPIENT: Kyle Taylor, CEO
Irving Cares, Inc.
440 S. Nursery Road, Suite 101
Irving, Texas 75060

CITY: Imelda Speck, Senior Manager
Housing and Redevelopment Division
City of Irving
825 W. Irving Blvd.
Irving, Texas 75060

When applicable, copies shall be sent to:

Philip Sanders
City of Irving
825 W. Irving Blvd.
Irving, Texas 75060
Debra Zarsk
Irving Cares, Inc.
440 S. Nursery Road, Suite 101
Irving, Texas 75060

In Witness Whereof, the parties have hereunto set their hands by the representatives hereunto duly authorized on the date first stated above.

CITY OF IRVING, TEXAS

Irving Cares, Inc.

BY: ____________________________
Philip Sanders, Assistant City Manager

By: _____________________________
Board President/Chair

DATE SIGNED: ____________________________

DATE SIGNED: ____________________________
ATTEST:

_______________________________
Shanae Jennings
City Secretary
APPROVED TO AS FORM:

_______________________________
Kuruvilla Oommen
City Attorney
EXHIBIT A
SCOPE OF WORK

SUBRECIPIENT INFORMATION

SUBRECIPIENT Name: Irving Cares, Inc.
Federal Tax ID Number: 75-1436937
Unique Entity Identifier: GYZDEL941MN6
Activities funded by this grant will be carried out at 440 S. Nursery Road, Suite 101, Irving, Texas 75060.

SUBRECIPIENT will be responsible for administering PROJECT in a manner consistent with the federal requirements governing the provision of Community Development Block Grant funds. SUBRECIPIENT will provide the following activities eligible under the Community Development Block Grant Program.

PROGRAM DESCRIPTION:

CDBG funds will be used for the Irving Cares Eviction Prevention Program to provide 35 Irving households (70 Individuals) with up to two (2) months of rental assistance coupled with information and referrals services, financial education to prevent eviction and promote housing and financial stability.

PROGRAM ACTIVITIES:

<table>
<thead>
<tr>
<th>Activity #1</th>
<th>Short-Term Rent Assistance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activity #2</td>
<td>Financial Education</td>
</tr>
<tr>
<td>Activity #3</td>
<td>Information and Referral</td>
</tr>
</tbody>
</table>

National Objective

SUBRECIPIENT certifies that the activities carried out with funds provided under this Agreement will meet the Department of Housing and Urban Development’s National Objective of benefit to at least 51% low/moderate income persons as defined in 24 CFR Part 570.208.

SUBRECIPIENT is responsible for maintaining and reporting to the Housing and Redevelopment Division PROJECT records documenting the income eligibility of each participant.

The Housing and Redevelopment Division will monitor the performance of the SUBRECIPIENT against the National Objective stated above.
# Required Documentation for City of Irving Public Service Programs

<table>
<thead>
<tr>
<th>Type of Income</th>
<th>Documentation</th>
</tr>
</thead>
</table>
| Wages and salaries including base and overtime rates, bonuses, and incentive payments (specifying amount and period of time covered by employment) | - Pay stubs (1 month, if not available, need 3rd party verification from employer), or  
  - Earning statements, or  
  - Signed and dated letter from employer, or  
  - Documented contact by case worker with the employer by phone or in person (use employer verification form) |
| Tips/gratuities and self-employment                                           | - Notarized statement of the Applicant, and  
  - Income tax return (Form 1040) – required for self employed |
| Income maintenance: TANF, Welfare benefits, Social Security benefits, Unemployment benefits, Workers compensation benefits | - Copy of check issued by agency, or  
  - Copy of award letter signed by agency, or  
  - Signed and dated verification from the agency, or  
  - Copy from website |
| Child support payments (Counted as income for custodial parent, but not eligible for exclusion on adjusted gross income for non-custodian parent) | - Payment history from the Attorney General, or  
  - Written statement from client where safety precludes request for child support, or  
  - Written statement by paying parent (if applicable, include copy of cancelled/uncashed check) |
| Interest/dividends                                                            | - Passbook showing interest received  
  - Income tax return (Form 1040)  
  - Dividend statement from bond holder or stock company  
  - Signed and dated letter from institution  
  - Documented contact by case worker with the institution by phone or in person |
| Assets                                                                         | - Full checking account statements (1 month), and  
  - Statements from savings accounts (1 month), or  
  - Letters completed by bank showing closed accounts, or  
  - Real estate tax assessment or appraisal of real property, and  
  - Statement signed by Applicant specifying assets |

<table>
<thead>
<tr>
<th>Type of Income</th>
<th>Documentation</th>
</tr>
</thead>
</table>
| No Income       | - Third party written verification or documented contact by case worker of loss of income (e.g., letter from employer regarding recent loss of job), or  
  - Documentation of efforts to seek employment or mainstream benefits, or  
  - Signed Self-certification Form |
EXHIBIT B
PERFORMANCE OBJECTIVES

In addition to meeting the administrative requirements included in this Agreement, the SUBRECIPIENT agrees to provide the following levels of program services:

A. Number of Persons To Be Assisted: 70

B. Number of Households To Be Assisted: 35

C. Number of Service Units to be Provided:

<table>
<thead>
<tr>
<th>Services</th>
<th>Total Units Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Short Term Rent Assistance</td>
<td>35</td>
</tr>
</tbody>
</table>

City staff will monitor the performance of the Subrecipient against the goals and performance objectives stated above.

D. Evaluation Results Regarding Quality/Outcome of Services Provided

1. 75% of the households enrolled in Eviction Prevention will remain stably housed 90 days after discharge from the program.

2. 90% of the households enrolled in Eviction Prevention will successfully pass two pre-determined online courses of "FDIC: How Money Smart Are You?" and receive certificates of completion.

3. 80% of households enrolled in Eviction Prevention will complete a monthly budget worksheet prior to being discharged from the program.

E. SUBRECIPIENT will submit monthly Performance Reports to the Housing and Redevelopment Division by the 10th of the month following each month of service of the Contract term.

F. SUBRECIPIENT will submit a final Program Close-Out Report to the Housing and Redevelopment Division no later than October 31, 2025.

G. The Housing and Redevelopment Division requires that all grant performance, including evaluation performance, be reflected in monthly Performance Objectives Reports.
EXHIBIT C
BUDGET/AUTHORIZED REIMBURSABLE COSTS

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Amount</th>
<th>Leverage Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Short Term Rent Assistance</td>
<td>$70,000.00</td>
<td>$124,000.00</td>
</tr>
</tbody>
</table>

TOTALS: $70,000.00 $124,000.00

Total reimbursement for eligible expenses will not exceed the amount specified and will be contingent upon City receipt of source documentation of expenditures (time sheets, copies of direct deposit notices, copies of canceled checks, bank statements, etc.).

The Housing and Redevelopment Division requires that, unless alternative arrangements have been approved by Housing and Redevelopment Division staff in advance, funds be evenly expended (approximately 1/12 of the funds each month) for the contract term in order to meet HUD’s timeliness requirements.

Unless alternative arrangements have been made, at least 40% of grant allocation will be expended by the end of the second quarter (March 31st).
EXHIBIT D
INSURANCE REQUIREMENTS

At his own expense, agency shall procure and maintain for the duration of the proposed agreement term, 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, volunteers, employees, or subcontractors. Said insurance shall be in the type(s) and minimum(s) listed below.

Workers’ Compensation and Employers’ Liability
Workers’ Compensation Insurance with statutory limits as required by the Labor Code of the State of Texas and Employers’ Liability Insurance with minimum limits of $100,000 per each accident, $500,000 disease policy limit, and $100,000 occupational disease per employee.
Workers’ Compensation coverage shall be based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements which meet the statutory requirements of the Texas Labor Code and shall apply to all employees of the contractor providing services under the proposed contract. Sole proprietors may request a waiver of this requirement if they have no employees. If services under this agreement will not be performed on City property, agency may make a written request for exemption from this requirement.

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

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

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

Other Coverages
To be determined based on proposed program.
By submitting a proposal without previously approved exceptions, agency agrees to the following general provisions. Requests for exceptions to general provisions and/or coverages must be submitted at least one week prior to agreement submission due date. Exceptions must be approved in writing by City’s representative prior to agreement submission. The City will not accept requests for exceptions after signed agreements have been received.

General Provisions

1. **SCOPE** – These provisions apply to all agencies unless specifically exempted in the grant agreement. Coverage shall state that the Agency’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** – Agency’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, 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, 845 W. Irving Blvd., Irving, Texas 75060.

6. **SUBROGATION** – Agency 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.

receive copies of these certificates.

7. **RESPONSIBILITY** – Approval, disapproval, or failure to act by the City regarding any insurance supplied by the agency or its subcontractors shall not relieve the agency of full responsibility or liability for damages and accidents as set forth in the grant agreement 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 agency.
10. INDEMNIFICATION – The agency agrees to defend, indemnify, and hold harmless the City of Irving, its officers, agents, employees, appointees, and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage, or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by contractor's breach of any of the terms or provisions of this grant agreement, or by any negligent or strictly liable act or omission of agency, its officers, agents, employees, volunteers, or subcontractors, in the performance of this grant agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents, or employees, and in the event of joint and concurrent negligence or fault of agency and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Proof of Insurance

1. Upon notice of award, awarded agency must submit to the City of Irving, within fifteen business days, proof of all insurance coverages required by this grant agreement.

2. If requested by the City, the agency 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 agency’s authorized agent and notarized.

3. Required proof of insurance must be provided by awarded agency before the City will authorize funded activities to be performed under this grant agreement.

4. The City reserves the right to request a complete copy of all insurance policies at any time.

I further affirm that I will adhere to such rules and instruct and require all agents, employees, and subcontractors to do the same. I am further aware that any violation of these rules subjects this agreement to revocation, my removal from bid lists, prohibiting future contract/subcontract work, revocation of permits, and prosecution.

SUBRECIPIENT

By: ______________________________

Signature

______________________________

Typed or Printed Name

______________________________

Title

Date signed: _____________________
EXHIBIT E
Certification Regarding Lobbying
for Contracts, Grants, Loans, and Cooperative Agreements

THE UNDERSIGNED CERTIFIES TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF THAT:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Subrecipient, 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.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

SUBRECIPIENT

By: ____________________________

Signature

________________________________

Typed or Printed Name

________________________________

Title

________________________________

Date
EXHIBIT F  
TEXAS PENAL CODE  
Title 8: Offenses Against Public Administration

Chapter 36.  Bribery and Corrupt Influence

36.02  Bribery  
(a)  A person commits an offense if he intentionally or knowingly offers, confers, or agrees to confer on another, or solicits, accepts, or agrees to accept from another:  
(1) any benefit as consideration for the recipient's decision, opinion, recommendation, vote, or other exercise of discretion as a public servant, party official, or voter;  
(2) any benefit as consideration for the recipient's decision, vote, recommendation, or other exercise of official discretion in a judicial or administrative proceeding;  
(3) any benefit as consideration for a violation of a duty imposed by law on a public servant or party official; or  
(4) any benefit that is a political contribution as defined by Title 15, Election Code, if the benefit was offered, conferred, solicited, accepted, or agreed to pursuant to an express agreement to take or withhold a specific exercise of official discretion if such exercise of official discretion would not have been taken or withheld but for the benefit; notwithstanding any rule of evidence or jury instruction allowing factual inferences in the absence of certain evidence, direct evidence of the express agreement shall be required in any prosecution under this subdivision.  
(b)  It is no defense to prosecution under this section that a person whom the actor sought to influence was not qualified to act in the desired way whether because he had not yet assumed office or he lacked jurisdiction or for any other reason.  
(c)  It is no defense to prosecution under this section that the benefit is not offered or conferred or that the benefit is not solicited or accepted until after:  
(1) the decision, opinion, recommendation, vote, or other exercise of discretion has occurred; or  
(2) the public servant ceases to be a public servant.  
(d)  It is an exception to the application of Subdivisions (1), (2), and (3) of Subsection (a) of this Section that the benefit is a political contribution accepted as defined by Title 15, Election Code.  
(e)  An offense under this section is a felony of the second degree.

36.08  Gift to Public Servant by Person Subject to His Jurisdiction  
(a)  A public servant in an Subrecipient performing regulatory functions or conducting inspections or investigations commits an offense if he solicits, accepts, or agrees to accept any benefit from a person the public servant knows to be subject to regulation, inspection, or investigation by the public servant or his Subrecipient.  
(b)  A public servant in an Subrecipient having custody of prisoners commits an offense if he solicits, accepts, or agrees to accept any benefit from a person the public servant knows to be in his custody or the custody of his Subrecipient.  
(c)  A public servant in an Subrecipient carrying on civil or criminal litigation on behalf of government commits an offense if he solicits, accepts, or agrees to accept any benefit
from a person against whom the public servant knows litigation is pending or contemplated by the public servant or his Subrecipient.

(d) A public servant who exercises discretion in connection with contracts, purchases, payments, claims, or other pecuniary transactions of government commits an offense if he solicits, accepts, or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any contract, purchase, payment, claim, or transaction involving the exercise of his discretion.

(e) A public servant who has judicial or administrative authority, who is employed by or in a tribunal having judicial or administrative authority, or who participates in the enforcement of the tribunal's decisions, commits an offense if he solicits, accepts, or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any matter before the public servant or tribunal.

(f) A member of the legislature, the governor, the lieutenant governor, or a person employed by a member of the legislature, the governor, the lieutenant governor, or an Subrecipient of the legislature commits an offense if he solicits, accepts, or agrees to accept any benefit from any person.

(g) A public servant who is a hearing examiner employed by an Subrecipient performing regulatory functions and who conducts hearings in contested cases commits an offense if the public servant solicits, accepts, or agrees to accept any benefit from any person who is appearing before the Subrecipient in a contested case, who is doing business with the Subrecipient, or who the public servant knows is interested in any matter before the public servant. The exception provided by Section 36.10(b) of this code does not apply to a benefit under this subsection.

(h) An offense under this section is a Class A misdemeanor.

36.09 Offering Gift to Public Servant

(a) A person commits an offense if he offers, confers, or agrees to confer any benefit on a public servant that he knows the public servant is prohibited by law from accepting.

(b) An offense under this section is a Class A misdemeanor.

36.10 Non-Applicable

(a) Sections 36.08 (Gift to Public Servant) and 36.09 (Offering Gift to Public Servant) of this code do not apply to:

(1) a fee prescribed by law to be received by a public servant or any other benefit to which the public servant is lawfully entitled or for which he gives legitimate consideration in a capacity other than as a public servant;

(2) a gift or other benefit conferred on account of kinship or a personal, professional, or business relationship independent of the official status of the recipient;

(3) a benefit to a public servant required to file a statement under Chapter 421, Acts of the 63rd Legislature, Regular Session, 1973 (Article 6252-9b, Vernon's Texas Civil Statutes), or a report under Title 15, Election Code, that is derived from a function in honor or appreciation of the recipient if:

(A) the benefit and the source of any benefit in excess of $50 is reported in the statement; and

(B) the benefit is used solely to defray the expenses that accrue in the performance of duties or activities in connection with the office which are non-reimbursable by the state or political subdivision;
(4) a political contribution as defined by Title 15, Election Code; or
(5) a gift, award, or memento to a member of the legislative or executive branch
that is required to be reported under Chapter 805, Government Code.

(b) Section 36.08 (Gift to Public Servant) of this code does not apply to food, lodging,
transportation, or entertainment accepted as a guest and, if the donee is required by law
to report those items, reported by the donee in accordance with that law.

(c) Section 36.09 (Offering Gift to Public Servant) of this code does not apply to food,
lodging, transportation, or entertainment accepted as a guest and, if the donor is
required by law to report those items, reported by the donor in accordance with that law.
EXHIBIT G

THE STATE OF TEXAS
COUNTY OF DALLAS

AFFIDAVIT AGAINST PROHIBITED ACTS

My name is ___________________________________________________________. I hereby affirm that I am aware of the provisions of Texas Penal Code Title 8, Sections 36.02, 36.08, 36.09, and 36.10 (a copy of which is attached hereto), dealing with Bribery and Gifts to Public Servants.

I further affirm that I will adhere to such rules and instruct and require all agents, employees, and subcontractors to do the same. I am further aware that any violation of these rules subjects this agreement to revocation, my removal from bid lists, prohibiting future contract/subcontract work, revocation of permits, and prosecution.

SUBRECIPIENT

By: ___________________________
    Signature

______________________________
    Typed or Printed Name

______________________________
    Title

Date signed: _____________________
THE STATE OF TEXAS §

COMMUNITY DEVELOPMENT BLOCK §

GRANT AGREEMENT

COUNTY OF DALLAS §

THIS Agreement is made and entered into on this 1st day of October 2024 by and between Visiting Nurse Association of Texas (VNA) (hereinafter "SUBRECIPIENT"), and the CITY OF IRVING, TEXAS (hereinafter "CITY"). CITY and SUBRECIPIENT may be referred to individually as a “Party” and jointly as the “Parties”.

WHEREAS, the CITY has received grant from the United States Department of Housing and Urban Development (“HUD”) through the Community Development Block Grant (“CDBG”) Program, Catalog of Domestic Assistance No. 14.218, with which CITY desires to promote public service activities that benefit low- and moderate-income residents of the City of Irving and the development of partnerships amount CITY, local governments, private industry, and non-profit social services agencies; and

WHEREAS CITY is the administrator of CDBG funds from HUD, the primary purpose of said program pursuant to the Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended (“Act”), 24 CFR §570 et seq. (the CDBG regulations or “Regulations”) is to benefit low- and moderate-income persons; and

WHEREAS, CITY, acting pursuant to the Act, heretofore adopted an Action Plan to carry out activities eligible under the CDBG program; and

WHEREAS Visiting Nurse Association of Texas (VNA) is a non-profit corporation managed by a volunteer Board of Directors; and

WHEREAS, CITY has determined that SUBRECIPIENT’s PROJECT provides home delivered meals and access to wraparound services for homebound Irving seniors and disabled adults; and

WHEREAS, the CITY wishes to engage the SUBRECIPIENT to assist the CITY in utilizing such funds;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenant set forth herein, CITY and SUBRECIPIENT do agree, for themselves and for their respective successors and assigns, as follows:

1. PROJECT

1.1 Project Description

The SUBRECIPIENT shall utilize CITY CDBG funds for the provision of SUBRECIPIENT’S VNA Meals on Wheels (“PROJECT”), whereby SUBRECIPIENT will provide home delivered meals and access to
wraparound services for homebound seniors and disabled adults. The scope and performance of the services of the PROJECT shall be in accordance with the Scope of work and schedule attached hereto as “Exhibit A: Scope of Work” and incorporated herein by reference.

Objectives to be met by SUBRECIPIENT within the Agreement period shall be as stated in “Exhibit B: Performance Objectives”. The PROJECT Budget shall be as set forth in the attached “Exhibit C: Budget/Authorized Reimbursable Costs”.

It is understood by all Parties hereto that this Agreement and the disbursement of funds pursuant to this Agreement are governed by the provisions of 24 CFR 570, regulations of the Community Development Block Grant (CDBG) Program, and any amendments thereto; that Parties hereto agree to abide by the applicable provision of CDBG to the extent that other sections which may be applicable are not specifically mentioned herein; and that in the event of any conflict between any provision herein and the requirements of 24 CFR 570, said federal requirements shall take precedence.

1.2 Term

The term of Agreement shall be from October 1, 2024 and shall run until September 30, 2025.

1.2.1 Extension of Agreement
This Agreement may not be extended.

1.3 Tasks and Schedule

To ensure that the PROJECT progresses adequately toward completion, SUBRECIPIENT must achieve the following benchmarks:

1.3.1 Monthly Performance Reporting
PROJECT performance reports will be submitted on a monthly basis, in a format developed and provided by the CITY. Performance reports will summarize PROJECT status in several areas including 1) Status of PROJECT expenditures, 2) Status of PROJECT performance against pre-determined measures, and 3) General status of PROJECT and any other information relevant to the completion of the PROJECT.

1.3.2 Expenditure
Unless alternative arrangements have been approved in writing by CITY staff in advance, grant expenditures shall be evenly expended (approximately 1/12 of the targeted performance achieved each month) over the contract term.

2. FORM OF ASSISTANCE AND DISBURSEMENTS

2.1 Form and Terms of Assistance
In consideration for PROJECT services, CITY shall pay SUBRECIPIENT as disbursement of Fiscal Year 2024-2025 Community Development Block Grant funds for eligible costs for the PROJECT in an amount not to exceed $153,500.00. Said disbursement is to be paid upon submission to the CITY of appropriate documentation and invoices as stipulated by the CITY. In order to qualify for reimbursement, funds to be disbursed under this Agreement must be spent by SUBRECIPIENT during the term of the Agreement.

SUBRECIPIENT may not request disbursement of funds until the funds are needed for payment of eligible costs. The amount of each request must be equal to the proof of payment submitted for reimbursement and eligible expenditures. Funds allocated by CITY for this PROJECT which have not been invoiced by SUBRECIPIENT within thirty (30) calendar days after the ending date of this Agreement shall revert to the CITY to be allocated for other activities. Invoices shall not be submitted and payment shall not be made more often than once every thirty (30) days throughout the Agreement term. Payments may be contingent upon certification by the CITY that the SUBRECIPIENT’s financial management system is in accordance with the standards specified in this Agreement.

The obligations of the City in this Agreement are subject to the receipt of sufficient funding from the U.S. Department of Housing and Urban Development. If such funding is not provided by the U.S. Department of Housing and Urban Development, both parties to this Agreement are relieved of any further obligation to the other. These funds are considered formula grant funds with a Catalog of Federal Domestic Assistance number (CFDA) of 14.218.

2.2 Costs in Compliance with CDBG Regulations and Agreement

SUBRECIPIENT shall be reimbursed for eligible costs for the PROJECT with CDBG funds only if CITY determined in its sole discretion that:

A. Costs are eligible expenditures in accordance with the CDBG regulations;

B. Costs are in compliance with this Agreement and are reasonable and consistent with industry norms; and

C. Complete documentation, as applicable, is submitted to CITY by SUBRECIPIENT

2.3 Budget

SUBRECIPIENT agrees that the CDBG funds will be paid on a reimbursement basis in accordance with Exhibit B: Budget/Authorized Reimbursable Costs. SUBRECIPIENT agrees to utilize CDBG funds to supplement rather than supplant funds otherwise available for the PROJECT. Notwithstanding any provision in this Agreement to the contrary, SUBRECIPIENT’s efforts to identify and secure alternative funding sources shall not delay the performance of any obligations of either CITY or SUBRECIPIENT under this Agreement.

2.3.1 Changes in Budget

SUBRECIPIENT may increase or decrease line-item amounts in the budget with CITY prior written approval, which approval shall be at CITY sole discretion. Any such increase or
decrease in line items in the budget shall comply with Exhibit A: Scope of Work and shall not increase the total amount of CBDG funds.

2.4 Disbursement

CITY’s CDBG funding is intended as Public Service PROJECT assistance. SUBRECIPIENT may request disbursements no more than monthly during the term of the Agreement in accordance with the terms set forth in this section.

SUBRECIPIENT shall be paid up to a total amount not to exceed **One hundred fifty-three thousand five hundred dollars ($153,500.00)** in accordance with the proposed budget contained herein. Payment shall be made upon submission of proper documentation, provided that services have been satisfactory, and that any and all service delivery data requested by CITY has been furnished. SUBRECIPIENT shall submit to CITY requests for disbursement on forms acceptable to CITY, accompanied by appropriate source documentation, including copies of third-party invoices, statements of work performed, cancelled checks, payroll information, or other such verification as authorized by 2 CFR §200.405. SUBRECIPIENT may not request disbursement of funds until the funds are needed for reimbursement of payment of eligible costs.

2.4.1 Conditions of Reimbursement

CDBG funding will only be released to SUBRECIPIENT for actually incurred CDBG-eligible project costs. The obligation of CITY to approve any request or to make any disbursement of CDBG funds is subject to the satisfaction of the following conditions at the time of making such disbursement:

A. SUBRECIPIENT shall not be in default under the term of this Agreement and no events shall exist, which by notice, passage of time, or otherwise would constitute an event of default under this Agreement

B. CITY shall have received evidence satisfactory to CITY that all funded activities have been carried out in accordance with HUD regulation, the term of this Agreement, and SUBRECIPIENT’s proposed scope of work

C. SUBRECIPIENT shall have submitted on or before the tenth (10th) of the month following each month of service of the Agreement term a completed reimbursement request using such forms as deemed acceptable by CITY and other appropriate source documentation as may be required by CITY including, but not limited to:

   I. SUBRECIPIENT authorization of submittal
   II. Line Item budget information matching reimbursement request detail
   III. Population Served Report
   IV. Client Service Log(s) which match requested reimbursement amounts
   V. Completed performance measure report
   VI. Completed client data summary reports which align with requested reimbursement
   VII. Such other supporting evidence as may be requested by CITY to substantiate all payments which are to be made out if the relevant disbursement and/or to substantiate all payments then made with respect to the PROJECT
D. No determination shall have been made by CITY that the undisbursed amount of the PROJECT Agreement is less than the amount received to pay all costs and expenses of any kind that reasonably may be anticipated in connection with the completion of the PROJECT.

2.4.2 Conditions of Final Disbursement
In addition to the requirement set forth in Section 2.4.1, CITY shall require the completion of a Year-end Report on CITY-approved documents, prior to the final disbursement of funds, the request for which shall not be submitted before completion of the PROJECT.

2.4.3 Limitations on Reimbursement Requests
The Parties covenant and agree that in the event that CITY discovers a misstatement in any affidavit, statement, or certificate furnished pursuant to this Agreement, it shall make no further disbursements until such misstatement has been corrected.

2.4.4 Acknowledgement of City Payment of CDBG Funds
Within fifteen (15) calendar days after the payment of the final reimbursement request, SUBRECIPIENT shall sign an acknowledgement that CITY has paid all CDBG funds due under this Agreement.

3. INTENDED BENEFICIARIES

The intended beneficiaries of the CDBG-funded services in this Agreement are those persons in the City of Irving who are in need of the services provided by SUBRECIPIENT under this Agreement, at least 51% of whom shall be of low or moderate income as defined by the U.S. Department of Housing and Urban Development (HUD) or shall be of a clientele generally presumed by the U.S. Government to be principally low and moderate income. For the purposes of this Agreement, the definition of “low and moderate income” shall be as specified by the U.S. Department of Housing and Urban Development, and may be subject to change without notice. SUBRECIPIENT is responsible for verifying such information prior to the determination of beneficiary eligibility, but CITY, where appropriate, shall advise SUBRECIPIENT of any changes to low and moderate income limits as established by HUD. SUBRECIPIENT shall establish, maintain and submit to City documentation concerning PROJECT beneficiaries in a form acceptable to CITY’s Housing and Redevelopment Division.

3.1 Income Eligibility and Calculation

SUBRECIPIENT shall ensure that annual gross household income of at least 51% of its PROJECT clients does not exceed current income limits for low to moderate income households, as established and periodically revised by HUD. Any PROJECT providing direct financial assistance to clients such as for rental or educational assistance must ensure that 100% of all clients assisted through the PROJECT do not exceed current income limits for low to moderate income households. Income limits are established at eighty percent (80%) of the HUD-provided Area Median Income, adjusted for family size.
3.1.2 Documentation
SUBRECIPIENT shall ensure that all members of an applicant household provide documentation of assets and income. Such documentation, unless differently predetermined through CITY prior written approval, shall include but is not limited to:

A. Thirty (30) calendar days of employment or other income documentation, preferably in the form of paycheck stubs, for each working member of the household, aged eighteen (18) or older

B. Verification of any other sources of income for all family members (Social Security, SSI, Medicaid, Child Support (12 month history), Alimony (12 month history), retirement, etc.)

C. Verifiable documentation for any other sources of income and/or assets.

A letter of explanation, along with documentation supporting the explanation, shall be included in the client file for any unusual circumstances which impacts client income or assets.

3.1.3 Residency
SUBRECIPIENT shall obtain documentation of residency in the City of Irving, legal United States residency, and supporting information for all household members as part of the determination of PROJECT eligibility, including current government-issued photo identification from the head(s) of household.

4. GENERAL CONDITIONS

4.1 General Compliance

The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The SUBRECIPIENT also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement.

4.2 Independent Contractor

Nothing contained in this Agreement is intended, nor shall it be construed in any manner, as to create or establish the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the SUBRECIPIENT is an independent contractor.
4.3 Worker’s Compensation

The SUBRECIPIENT shall provide Worker’s Compensation Insurance coverage for all of its employees and volunteers involved in the performance of this Agreement.

4.4 Insurance and Bonding

The SUBRECIPIENT shall carry insurance coverage as outlined in Exhibit D of this agreement to protect any Agreement assets from loss due to theft, fraud and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to any cash advances from the CITY. The SUBRECIPIENT shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonding and Insurance, in addition to any other insurance required by CITY.

4.5 Amendments

CITY and SUBRECIPIENT may amend this Agreement by mutual agreement at any time provided that such Amendment(s) make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Irving City Council. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or SUBRECIPIENT from its obligations under this Agreement.

The CITY may, in its sole discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment(s) result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the CITY and SUBRECIPIENT.

4.6 Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least sixty (60) days before the effective date of such termination. Partial terminations of activities contained in Exhibit A: Scope of Work may only be undertaken with the prior approval of CITY. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the SUBRECIPIENT under this Agreement shall, at the option of the CITY, become the property of the CITY, and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The CITY may also suspend or terminate this Agreement at its sole discretion, in whole or in part, if the SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the CITY may declare the SUBRECIPIENT ineligible for any further participation in the CITY’s contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the SUBRECIPIENT is not in compliance with any applicable rules and regulations, the CITY may withhold said Agreement funds until such time as the SUBRECIPIENT is found to be in compliance by the CITY, or is otherwise adjudicated to be in compliance.
4.7 Procurement

SUBRECIPIENT shall develop and implement procurement procedures which conform to any procurement guidelines issued by CITY. If SUBRECIPIENT is a unit of local government, it shall also comply with all applicable state and local laws relating to procurement. SUBRECIPIENT shall not procure supplies, equipment, materials or services except in accordance with such procurement procedures.

By signing this Agreement, SUBRECIPIENT certifies that it is not in a state of debarment. Furthermore, SUBRECIPIENT certifies that it will not award any funds provided under this contract to any party with is debarred, suspended, or otherwise excluded for or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. SUBRECIPIENT shall receive the certification provided by the CITY from each proposed subcontractor under this contract and its principals.

4.8 Allowable Costs

For the term of this Agreement, CITY will reimburse SUBRECIPIENT for the home delivered meals and access to wraparound services for homebound seniors and disabled adults as more specifically described in Exhibit A: Scope of Work and Exhibit C: Budget/Authorized Reimbursable Costs. SUBRECIPIENT shall be reimbursed by CITY’s Housing and Redevelopment Division in a total amount not to exceed One hundred fifty-three thousand five hundred dollars ($153,500.00). SUBRECIPIENT shall establish, maintain, and submit to CITY documentation concerning PROJECT budget and expenditures in a form acceptable to the Housing and Redevelopment Division. All PROJECT costs must be reasonable and consistent with policies and procedures of the City of Irving, SUBRECIPIENT, and the U.S. Department of Housing and Urban Development. All expenditures must be accorded consistent treatment, and must be determined to be in accordance with generally accepted accounting principles ("GAAP"). CITY reserves the right to audit all budgets, work schedules, and accounts. SUBRECIPIENT further agrees to comply with any applicable provisions of 24 CFR, Part 200.

SUBRECIPIENT shall be liable to the CITY for any costs disallowed by the U.S. Department of Housing and Urban Development pursuant to financial and compliance audit(s) of funds received under this Agreement. Reimbursement to the CITY of such disallowed costs shall be paid by SUBRECIPIENT from funds which were not provided or otherwise made available to SUBRECIPIENT under this Agreement.

4.9 Form 1295

SUBRECIPIENT shall complete the Certificate of Interested Parties form (Form 1295), as outlined in section 2252.908 of the State of Texas Government Code prior to the execution of this contract to ensure that SUBRECIPIENT discloses interested parties to the State. SUBRECIPIENT must use the application provided electronically by the Texas Ethics Commission and print a copy of the complete form, which will include a certification of filing that will contain a unique certification number. Such certification must be signed by an authorizing agent of the SUBRECIPIENT, and the form must be notarized. SUBRECIPIENT shall provide CITY with the completed Form 1295 prior to execution of the Agreement. CITY will acknowledge to the state the receipt of the certification of filing no later than the 30th day after the date the CITY receives the Form 1295. Agreement may
not be fully executed until receiving notice from the State, review by the State of which must occur within seven (7) business days from the date of acknowledgement of receipt from CITY.

4.10 Internal Controls

In compliance with the requirements of 2 CFR §200.303, SUBRECIPIENT shall:

4.10.1 Establish and maintain effective internal control over the CDBG funds that provides reasonable assurance that SUBRECIPIENT is managing the CDBG funds in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement. These internal controls shall be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

4.10.2 Comply with Federal statutes, regulations, and the terms and conditions of this Agreement

4.10.3 Evaluate and self-monitor SUBRECIPIENT’s compliance with statutes, regulations, and the terms and conditions of this Agreement

4.10.4 Take prompt actions when instances of noncompliance are identified including noncompliance identified in audit findings and inform CITY of corrective actions within thirty (30) days of identification of noncompliant action

4.10.5 Take reasonable measures to safeguard protected personally identifiable information and other information that HUD or CITY designates as sensitive or SUBRECIPIENT considers sensitive consistent with applicable Federal, State, local, or tribal laws regarding privacy and obligations of confidentiality.

4.11 Compliance with All Applicable Laws and Regulations

SUBRECIPIENT agrees to comply fully with all applicable laws and regulations that are currently in effect or that are hereafter amended during the performance of this Agreement. Those laws include, but are not limited to:

- Title 1 of the Housing and Community Development Act of 1974 as set out above
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sections 2000d et seq.) including provisions requiring recipients of Federal assistance to ensure meaningful access by persons of limited English proficiency
- The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Sections 3601 et seq.)
- Executive Orders 11063, 11246 as amended by 11375 and 12086 and as supplemented by Department of Labor regulations 41 CFR, Part 60
- The Age Discrimination in Employment Act of 1967
• The Age Discrimination Act of 1975 (42 U.S.C. Sections 6101 et seq.)
• The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Sections 4601 et seq. and 49 CFR Part 24 ("URA")
• Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sections 794 et seq.) and 24 CFR Part 8 where applicable
• National Environmental Policy Act of 1969, as amended, 42 U.S.C. sections 4321 et seq. ("NEPA") and the related authorities listed in 24 CFR Part 58
• The Clean Air Act, as amended (42 U.S.C. Sections 1251 et seq.) and the Clean Water Act of 1977, as amended (33 U.S.C. Sections 1251 et seq.), related Executive Order 11738 and Environmental Protection Subrecipient Regulations at 40 CFR Part 15. In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility that has given rise to a conviction under the Clean Air Act or the Clean Water Act.
• Immigrations Reform and Control Act of 1986 (8 U.S.C. Sections 1101 et seq.), specifically including the provisions requiring employer verifications of legal status of its employees
• Regulations at 2 CFR Part 200 related to lobbying, including the requirement that certifications and disclosures be obtained from all covered persons
• Executive Order 12549 and 24 CFR Part 5.105(c) pertaining to restrictions on participations by ineligible, debarred, or suspended persons or entities
• Regulations at 24 CFR Part 882.708(C) pertaining to site and neighborhood standards for new construction projects
• Regulations at 24 CFR Part 983.6 for Site and Neighborhood Standards Review
• Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act
• Guidelines of the Environmental Protections Subrecipient at 40 CFR Part 247
• For contracts and subgrants for construction or repair, Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in 29 CFR Part 5
• For construction contracts in excess of $2,000.00, and in excess of $2,500.00 for other contracts which involve the employment of mechanics or laborers, Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 300) as supplemented by 29 CFR Part 5
• Regulations at 24 CFR Part 570, Community Development Block Grant
• Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et seq.
• Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Title
4.12 Copyright, Patent Rights, and Public Information Act

SUBRECIPIENT acknowledges that the City of Irving is subject to the provisions of the Texas Public Information Act as set forth in Chapter 552 of the Texas Government Code. If a public information request is made to the CITY for information regarding this Agreement, or for any other records provided by SUBRECIPIENT to CITY, the CITY may send a request to the Texas Attorney General for a decision as to whether or not such information may be withheld from disclosure in accordance with the Public Information act, and will release such information if required to do so by Texas of Federal law. In the event that a public information request is made to the CITY for items or documents that may be subject to copyright or patent protection, the CITY will notify SUBRECIPIENT that such public information request has been made so that SUBRECIPIENT can send any arguments to the Texas Attorney General concerning why the information is confidential and should not be released and so that SUBRECIPIENT can assert any other rights it may have under law to keep such information from being disclosed; and SUBRECIPIENT can notify the holder of copyright or patents rights to the requested documents that it can send any arguments to the Texas Attorney General concerning why the information is confidential and should not be released and so that the hold of said rights can assert any other rights it may have under law to keep such information from being disclosed. If pursuant to a court order, subpoena or summons, the CITY is required to make disclosure of information provided by SUBRECIPIENT to the CITY, the CITY shall notify SUBRECIPIENT to allow SUBRECIPIENT to assert whatever exclusions or exemptions maybe available to SUBRECIPIENT under applicable law; and, so that SUBRECIPIENT can notify the holder of copyright or patent rights so that it can assert whatever exclusions or exemptions may be available to it under applicable law. SUBRECIPIENT acknowledges that the CITY must comply with such court order, subpoena or summons unless otherwise determined by the applicable court. This provisions of this Section shall survive the termination of this Agreement.

4.13 Terms Applicable to Contractors, Subcontractors, and Vendors

SUBRECIPIENT understands and agrees that all terms of this Agreement, whether regulatory or otherwise, shall apply to any and all contractors, subcontractors, and vendors of SUBRECIPIENT which are in any way paid with CDBG funds or who perform any work in connection with the PROJECT. SUBRECIPIENT shall cause all applicable provisions of the Agreement to be included in and made a part of any contract or subcontract executed in the performance of its obligations hereunder, including its obligations regarding the CDBG Requirements and the CDBG Regulations. SUBRECIPIENT shall monitor the services and work performed by its contractors, subcontractors, and vendors on a regular basis for compliance with the CDBG Requirements, the CDBG Regulations, and Agreement provisions. SUBRECIPIENT is responsible to cure all violations of the CDBG Regulations committed by its contractors, subcontractors, or vendors pertaining to this Agreement. CITY maintains the right to insist on SUBRECIPIENT’s full compliance with the terms of this Agreement and the CDBG Regulations and SUBRECIPIENT is responsible for such compliance regardless of whether actions to fulfill the requirements of this Agreement or the CDBG Regulations are taken by SUBRECIPIENT or by SUBRECIPIENT’s contractors, subcontractors, or vendors. SUBRECIPIENT acknowledges that the provisions of this Section shall survive the
earlier termination or expiration of this Agreement and be applicable for five (5) years after the termination of this Agreement.

4.14 Meaningful Access For Limited English Proficient Persons

Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English (“Limited English Proficient persons” or “LEP”) may be entitled to language assistance under Title VI of the Civil Rights Act of 1964 (Title VI) in order to receive a particular service, benefit, or encounter. In accordance with Title VI and its implementing regulations, the SUBRECIPIENT agrees to take reasonable steps to ensure meaningful access to activities for LEP persons. Any of, but not limited to, the following actions could constitute “reasonable steps”, depending on the circumstances; acquiring translators to translate vital documents, advertisements and notices, acquiring interpreters for face-to-face interviews with PEP persons, placing advertisements and notices in newspapers that serve LEP persons, partnering with other organizations that serve LEP populations to provide interpretation, translation, or dissemination of information regarding the PROJECT, hiring bilingual employees or volunteer for outreach and intake activities, or contracting with a telephone line interpreter service.

4.15 Other Laws

The failure to list any Federal, State, or City ordinance, law, or regulation that is applicable to SUBRECIPIENT does not excuse or relieve SUBRECIPIENT from the requirements or responsibilities in regard to following the law, nor from the consequences or penalties for SUBRECIPIENT’s failure to follow the law, if applicable.

5. REPORTING, MONITORING, AND RECORDKEEPING

5.1 General Requirements

SUBRECIPIENT agrees to provide reports to CITY and to maintain records documenting compliance with this Agreement, the loan documents and regulatory agreements, the CDBG requirements, and all other applicable federal, state, and local laws and regulations. SUBRECIPIENT also agrees to provide CITY, HUD, HUD’s Inspector General, the Comptroller General of the United States (aka the U.S. Government Accountability Office or “GAO”), or their representatives, access to the PROJECT and its records for the purpose of monitoring SUBRECIPIENT’s compliance with applicable requirements.

5.2 Reporting Requirements

If SUBRECIPIENT fails to submit, in a timely and satisfactory manner, any report or response required by this Contract as specified in Exhibits "B" and "C", including responses to monitoring reports, CITY may withhold payments otherwise due to SUBRECIPIENT hereunder. If CITY withholds such payments, it shall notify SUBRECIPIENT in writing of its decision and the reasons therefor. Payments may be withheld by CITY until such time as the delinquent obligations for
which funds are withheld are fulfilled by SUBRECIPIENT. If the delinquent report or response is not received within forty-five (45) days of its due date, CITY may suspend or terminate this Contract. If SUBRECIPIENT receives CDBG funds from CITY over two (2) or more Contract Periods, funds may be withheld or this Contract suspended or terminated for SUBRECIPIENT’s failure to submit a report or response (including a report of audit) past due under a prior Housing and Redevelopment Division contract.

SUBRECIPIENT shall submit a final Program Close-Out Report to the Housing and Redevelopment Division not later than October 31, 2025.

5.3 Reports

SUBRECIPIENT will submit to CITY all reports and documentation described in this Agreement in such form as CITY may prescribe. SUBRECIPIENT will be required to submit a final performance and/or final financial report as required by CITY at the termination of this Agreement in such form and within such times as CITY may prescribe. Failure to submit any report or documentation described in this Agreement to CITY shall be an event of default of this Agreement, and CITY may exercise all of its remedies for default under this Agreement.

5.3.1 Additional Information

SUBRECIPIENT shall provide CITY with additional information as may be required by State or Federal agencies to substantiate CDBG Program activities and/or expenditure eligibility.

5.3.2 Change in Reporting Requirements and Forms

CITY retains the right to change reporting requirements and forms at its discretion. CITY will notify SUBRECIPIENT in writing at least thirty (30) calendar days prior to the effective date or such change, where practicable, and the Parties shall execute an amendment to this Agreement reflecting such change if necessary.

5.3.3 City Reserves Right to Audit

CITY reserves the right to perform an audit of SUBRECIPIENT’s operations and finances related to this Agreement at any time during the term of this Agreement and for five (5) years after the Agreement terminates if CITY determines that such audit is necessary for CITY’s compliance with CDBG Regulations or other CITY policies, and SUBRECIPIENT agrees to allow access to all pertinent materials as described herein. If such audit reveals a questioned practice or expenditure, such questions must be resolved within fifteen (15) business days after notice to SUBRECIPIENT of such questioned practice or expenditure. If questions are not resolved within this period, CITY reserves the right to withhold further funding under this Agreement and/or other contracts with SUBRECIPIENT. If as a result of an audit it is determined that SUBRECIPIENT has falsified any documentation or misused, misapplied, or misappropriated CDBG funds or spent CDBG funds on any ineligible activities, SUBRECIPIENT agrees to reimburse CITY the amount of such monies plus the amount of any sanctions, penalty, or other charge levied against CITY by HUD because of such actions.

5.4 Monitoring

CITY will monitor and evaluate SUBRECIPIENT’s progress on project performance on an annual basis, or more frequently as required, against goals and performance standards established
Monitoring may take the form of desk review, virtual or on-site monitoring. SUBRECIPIENT shall establish and maintain appropriate documentation to verify stated performance objectives and shall submit such documentation to City's Housing and Redevelopment Division staff on a monthly basis during the Agreement term as provided in Section 2, or more often if deemed necessary. SUBRECIPIENT further agrees to reasonable on-site monitoring by representatives of the City and the U.S. Department of Housing and Urban Development.

SUBRECIPIENT understands and agrees that it will be subject to monitoring by CITY for compliance with the CDBG Regulations and the terms of this Agreement until the PROJECT is closed in IDIS and for four (4) years thereafter. SUBRECIPIENT will provide reports and access to PROJECT files as requested by CITY during the term of the Agreement and for four (4) years after the PROJECT is closed in IDIS. In order to assist CITY with its monitoring, SUBRECIPIENT shall comply with all the reporting requirements set out in this Agreement.

5.4.1 Access
Representatives of CITY, HUD, HUD Office of Inspector General, and the United States Comptroller General shall have access during regular business hours, upon forty-eight (48) hours’ prior notice, to SUBRECIPIENT’s offices and records that are related to the use of the CDBG funds, and to SUBRECIPIENT’s officers, agents, employees, contractors, subcontractors, vendors, and records that are related to the use of CDBG funds for the purpose of such monitoring.

5.4.2 Frequency and Types of Monitoring
In addition to other provisions of this Agreement regarding frequency of monitoring, CITY reserves the right to perform desk reviews or on-site monitoring of SUBRECIPIENT’s compliance with the terms and conditions of this Agreement. CITY shall provide SUBRECIPIENT with a written report of the monitor’s findings after each on-site monitoring visit. If the monitoring report notes deficiencies in SUBRECIPIENT’s performance, the report shall include requirements for the timely correction of said deficiencies by SUBRECIPIENT. Failure by SUBRECIPIENT to take the action specified in the monitoring report may be cause for suspension or termination of this Agreement as provided herein or CITY may require repayment of all CDBG funds related to this Agreement. CITY will evaluate all funded agencies to determine the required frequency of on-site monitoring to be conducted.

5.4.3 Substandard Performance
Substandard performance as determined by City monitoring will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the City, Agreement suspension or termination procedures will be initiated. In the event that the City makes a determination that the provisions of this Agreement have not been performed by the SUBRECIPIENT, City may, in accordance with 2 CFR 200.339(a)(1), suspend or terminate this Agreement by notice in writing to SUBRECIPIENT if the SUBRECIPIENT materially fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 2 CFR 200.339.
5.5 Audits

SUBRECIPIENT shall provide annually during the term of this Agreement, together with the twelve (12) month period prior to the Agreement period submitted to CITY within five (5) business days of Agreement execution, to CITY a copy of an independent financial audit. Such audits shall be completed by an independent auditor in accordance with generally accepted accounting and auditing principles and standards (GAAP) governing financial and compliance audits. Such audits should be completed no later than one hundred fifty (150) days following the end of the SUBRECIPIENT’s fiscal year. However, upon CITY approval of prior written request from SUBRECIPIENT, CITY will allow such audits to be completed no later than one hundred eighty (180) days following the end of the SUBRECIPIENT’s fiscal year. CITY reserves the right to approve this submittal date to mitigate professional charges to SUBRECIPIENT related to conducting such audits. Notwithstanding, all copies of completed audits, together with any management letters or accompanying documentation, shall be submitted to CITY within thirty (30) days of acceptance and review by SUBRECIPIENT. Should SUBRECIPIENT receive Federal funding in an amount exceeding $750,000.00, regardless of source, SUBRECIPIENT must complete an Independent Single Audit in accordance with 2 CFR 200 Subpart F. Such independent Single Audit is subject to the submittal requirements stated above.

In the event SUBRECIPIENT is allocated $750,000.00 or more in federal funds from any agencies of the U.S. Government, SUBRECIPIENT shall also comply with U.S. Government federal audit requirements, including the requirements contained in 2 CFR 200 Subpart F.

5.6 Form 990

SUBRECIPIENT shall provide annually during the term of this Agreement, together with the twelve (12) month period prior to the Agreement period submitted to CITY within five (5) business days of Agreement execution, to CITY a copy of its submitted Return of Organization Exempt From Income Tax (commonly referred to as IRS Form 990). Such forms shall be submitted to CITY within thirty (30) days of SUBRECIPIENT submittal to the Internal Revenue Service.

5.7 Depository and Record Keeping

Disbursed funds must be deposited in a depository having federal depository insurance. CITY shall require of SUBRECIPIENT that the Department of Housing and Urban Development of the United States Government, the Comptroller General of the United States or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Project, for the purpose of making audit examinations, excerpts and transcriptions. This Agreement and all records pertaining to such Agreement shall be maintained by both SUBRECIPIENT and the CITY for a period of four (4) years after final payment is made and all other pending matters are finalized.

CITY reserves the right to conduct additional financial and compliance audits of the funds received and performance rendered under this Agreement. SUBRECIPIENT agrees to permit CITY or its authorized representatives to audit SUBRECIPIENT’s records and to obtain any documents, materials or information necessary to facilitate such audit.
6 PROJECT INCOME

No PROJECT income, commonly referred to as Program Income, is anticipated. In the event there is program income derived from the use of CDBG funds disbursed under this Agreement such program income shall be returned to the Housing and Redevelopment Division for further reallocation.

7 ENFORCEMENT AND TERMINATION

If CITY determines that the required PROJECT elements have not been completed within the timelines of this Agreement or have been provided for ineligible activities or to a preponderance of ineligible persons, CITY shall have the right to terminate this Agreement effectively immediately upon written notice to SUBRECIPIENT of such intent with no penalty or liability to CITY after giving SUBRECIPIENT thirty (30) calendar days to cure. CITY shall also be entitled to demand repayment of the CDBG funds already disbursed to SUBRECIPIENT and enforce any of the provisions of this Agreement for default.

7.1 Failure to Submit Complete Documentation During PROJECT

7.1.1 Complete Documentation

If SUBRECIPIENT fails to submit complete documentation during PROJECT, or if any report or documentation submitted as part of complete documentation is not in compliance with this Agreement or CDBG Regulations as determined by CITY in its sole discretion, CITY will notify SUBRECIPIENT in writing and SUBRECIPIENT will have thirty (30) calendar days from the date of CITY’s written notice to submit or resubmit any such report or documentation. If SUBRECIPIENT fails to submit or resubmit any such report or documentation within such time, CITY shall have the right to withhold payments. If such failure continues for an additional thirty (30) calendar days (a total of sixty (60) calendar days), CITY shall have the right to terminate this Agreement effective immediately upon written notice of such intent to SUBRECIPIENT with no penalty or liability to CITY. Notwithstanding anything to the contrary herein, CITY will not be required to pay any CDBG funds to SUBRECIPIENT during the period that any such report or documentation is missing or otherwise not in compliance with this Agreement or the CDBG Regulations.

7.1.2 Incomplete or Noncompliant Reimbursement Requests

If any of SUBRECIPIENT’s Reimbursement Requests are incomplete or otherwise not in compliance with this Agreement or the CDBG Regulations as determined by CITY on its sole discretion, CITY will notify SUBRECIPIENT in writing of such default and SUBRECIPIENT will have fifteen (15) calendar days from the date of the written notice to resubmit any such Reimbursement Request to cure the default. If SUBRECIPIENT fails to cure the default within such time, SUBRECIPIENT shall forfeit any payments otherwise due under such Reimbursement Request. Is such failure to resubmit such Reimbursement Request continues for an additional fifteen (15) calendar days (for a total of thirty (30) calendar days), CITY shall have the right to terminate this Agreement effective immediately upon written notice of such
intent with no penalty or liability to CITY. Notwithstanding anything to the contrary herein, CITY will not be required to pay any CDBG funds to SUBRECIPIENT during the period that any such Reimbursement Request is not in compliance with this Agreement or the CDBG Regulations.

7.1.3 Multiple Instances
In the event of more than two (2) instances of default, cured or uncured, CITY reserves the right at its sole option to terminate this Agreement effective immediately upon written notice of such intent to SUBRECIPIENT with no penalty or liability to CITY.

7.1.4 Payment of CDBG Funds to SUBRECIPIENT
Notwithstanding anything to the contrary herein, CITY will not be required to pay any CDBG Funds to SUBRECIPIENT pursuant to this Agreement during the period that any Reimbursement Request, report, or other documentation is missing, past due, or is not in compliance with this Agreement or the CDBG Regulations, or during any period during which SUBRECIPIENT is in default of this Agreement.

7.1.5 Unpaid Funds
In the event of termination under this Section, all CDBG Funds awarded but unpaid to SUBRECIPIENT pursuant to this Agreement shall be immediately forfeited and SUBRECIPIENT shall have no further right to such funds. If CITY determines that a repayment of CDBG funds paid to SUBRECIPIENT must be repaid, any CDBG funds already paid to SUBRECIPIENT must be repaid to CITY within thirty (30) calendar days of termination under this Section. Failure to repay such CDBG funds will result in CITY exercising all legal remedies available to CITY under this Agreement.

7.2 Failure to Maintain or Submit Required Reports and Documentation
If SUBRECIPIENT fails to maintain all records and documentation as required in Section 6, or fails to submit any report or documentation required by this Agreement after the PROJECT is completed, or if the submitted report or documentation is not in compliance with this Agreement or the CDBG Regulations as determined by CITY in its sole discretion, CITY will notify SUBRECIPIENT in writing and SUBRECIPIENT will have fifteen (15) calendar days from the date of the written notice to obtain or recreate the missing records or documentation, or submit or resubmit any such report or documentation to CITY. If SUBRECIPIENT fails to maintain the required reports or documentation, or submit or resubmit any such report or documentation within such time, CITY shall have the right to terminate this Agreement effective immediately upon written notice of such intent with no penalty or liability to CITY.

7.3 Additional Time to Cure
Unless specifically provided otherwise in this Agreement, SUBRECIPIENT shall be in default under this Agreement if SUBRECIPIENT breaches any term or condition of this Agreement. In the event that such a breach remains uncured after thirty (30) calendar days following written notice by CITY (or other such notice period as may be specified herein), or if SUBRECIPIENT has diligently and continuously attempted to cure following receipt of such written notice but reasonably required more than thirty (30) calendar days to cure, as determined by both Parties mutually and in good faith, CITY shall have the right to elect, in CITY’s sole discretion, to (i) extend
SUBRECIPIENT’s time to cure, (ii) terminate this Agreement effective immediately upon written notice of such intent to SUBRECIPIENT, or (iii) pursue any other legal remedies available to CITY under this Agreement.

7.4 Remedies
City’s remedies may include:

A. Direct SUBRECIPIENT to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables, and milestones necessary to implement the affected activities.

B. Direct SUBRECIPIENT to establish and follow a management plan that assigns responsibilities for carrying out the remedial activities.

C. Cancel or revise activities likely to be affected by the performance deficiency, before expending CDBG funds for the activities.

D. Reprogram CDBG funds that have not yet been expended from the affected activities to other eligible activities or withhold CDBG funds.

E. Direct SUBRECIPIENT to reimburse CITY in any amount of CDBG funds not used in accordance with the HOME regulations.

F. Suspend reimbursement of CDBG funds for affected activities.

G. Suspend or terminate this Contract.

H. Any other appropriate action including but not limited to any remedial action legally available such as declaratory judgement, specific performance, damages, temporary or permanent injunctions, termination of this Agreement or any other Agreements with SUBRECIPIENTS, and any other available remedies.

7.5 Repayment

In the event of termination under this Section, all CDBG funds awarded but unpaid to SUBRECIPIENT pursuant to this Agreement shall be immediately rescinded and SUBRECIPIENT shall have no further right to such funds and, as determined by CITY, any CDBG funds already paid to SUBRECIPIENT must be repaid to CITY within thirty (30) calendar days of termination. Failure to repay such CDBG funds will result in CITY exercising all legal remedies available to CITY under this Agreement.

7.6 No Funds Disbursed While in Breach

SUBRECIPIENT understands and agrees that no CDBG funds will be paid to SUBRECIPIENT until all defaults are cured to the satisfaction of CITY.
7.7 No Compensation after Date of Termination

SUBRECIPIENT will not receive any CDBG funds for work undertaken after the date of termination.

7.8 Rights of CITY Not Affected

Termination shall not affect or terminate any of the existing rights of CITY against SUBRECIPIENT, or which may thereafter accrue because of such default, and this provision shall be in addition to any and all other rights and remedies available to CITY under the law including, but not limited to, compelling SUBRECIPIENT to complete the PROJECT in accordance with the terms of the Agreement. Such termination does not terminate any applicable provisions of this Agreement that have been expressly noted as surviving the term of termination of this Agreement. No delay or omission by CITY in exercising any right or remedy available to it under this Agreement shall impair such right or remedy or constitute a waiver or acquiescence in any SUBRECIPIENT default.

7.9 Waiver of Breach Not Waiver of Subsequent Breach

The waiver of a default of breach of any term, covenant, or condition of this Agreement shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof or thereof.

7.10 Civil, Criminal, and Administrative Penalties

Failure to perform all Agreement terms may result in civil, criminal, or administrative penalties, including, but not limited to those set out in this Agreement.

7.11 Termination for Cause

CITY may terminate this Agreement in the event of SUBRECIPIENT’s default, inability, or failure to perform subject to notice, grace, and cure periods. In the event CITY terminates this Agreement for cause, all CDBG funds awarded but unpaid to SUBRECIPIENT pursuant to this Agreement shall be immediately rescinded and SUBRECIPIENT shall have no further right to such funds, and any CDBG funds already paid to SUBRECIPIENT must be repaid to CITY within thirty (30) calendar days of termination. Failure to repay such CDBG funds will result in exercising all legal remedies available to City under this Agreement. SUBRECIPIENT acknowledges and agrees that if CITY terminates this Agreement for cause, neither SUBRECIPIENT nor any affiliates of SUBRECIPIENT will be considered for any other CITY contract for CDBG funds for a minimum of five (5) years from the date of termination.

7.11.1 Loss of Nonprofit Status

This Agreement shall be terminated immediately in the event SUBRECIPIENT loses its nonprofit certification or status after the cure period stated in this Section.

7.11.2 No Available CDBG Funds

SUBRECIPIENT may terminate this Agreement if CITY does not provide the CDBG funds substantially in accordance with this Agreement.
7.12 Termination for Convenience

In terminating in accordance with 2 CFR 200, Appendix II, this Agreement may be terminated in whole or in part only as follows:

7.12.1 By CITY with the consent of SUBRECIPIENT in which case the Parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

7.12.2 By SUBRECIPIENT upon written notification to CITY setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of a partial termination, CITY may terminate the Agreement in its entirety if CITY determines in its sole discretion that the remaining portion of the Agreement to be performed or CDBG funds to be spent will not accomplish the purposes for which this Agreement was made.

7.13 Dissolution of SUBRECIPIENT Organization Terminates Contract

This Agreement shall terminate in the event SUBRECIPIENT organization is dissolved or ceases to exist. In the event of termination under this Section, all CDBG funds are subject to repayment and/or CITY may exercise all of its remedies under this Agreement.

7.14 REPAYMENT OF CDBG FUNDS

All CDBG funds are subject to repayment in the event the PROJECT does not meet the requirements of this Agreement or of the CDBG Regulations. If SUBRECIPIENT takes any action that results in CITY being required to repay all or any portion of the CDBG funds to HUD, SUBRECIPIENT agrees it will reimburse CITY for such repayment.

7.15 MATERIAL OWNERSHIP CHANGE

If ownership of SUBRECIPIENT materially changes after the date of this Agreement, CITY may, but is not obligated to, terminate this Agreement. CITY has thirty (30) calendar days to make such determination after receipt of written notice from SUBRECIPIENT, and failure to make such determination will constitute a waiver. In the event of termination by CITY under this Section, all CDBG funds awarded but not yet paid to SUBRECIPIENT pursuant to this Agreement shall be immediately rescinded and SUBRECIPIENT shall have no further right to such funds. Any CDBG funds already paid to SUBRECIPIENT must be repaid to CITY within thirty (30) calendar days of termination under this Section.

8 REVERSION OF ASSETS/DISPOSITION OF EQUIPMENT
Upon expiration of this Agreement, SUBRECIPIENT shall transfer to the CITY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds, except as provided in Section VII herein. In addition, any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 shall either be:

A. Used to meet one (1) of the national objectives listed in 24 CFR 570.208 (benefit at least 51% low and moderate income persons, aid in the prevention or elimination of slums or blight or meet community development needs having a particular urgency because they pose a serious and immediate threat to the health or welfare of the community) until five (5) years after expiration of the Agreement; however, in compliance with 24 CFR 570.505, should the SUBRECIPIENT propose to change the use of the property/equipment from that for which it was originally intended, affected citizens must be provided with reasonable notice of and opportunity to comment on the proposed change; or

B. Disposed of in a manner that results in the CITY being reimbursed in the amount of the current fair market value of the property/equipment less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. Such reimbursement shall not be required if disposition occurs more than five (5) years after expiration of this Agreement. In all cases in which property/equipment is sold, the proceeds shall be program income, the use of which shall be recorded in compliance with 24 CFR 570.504 and Section VII herein.

To document this requirement, SUBRECIPIENT shall maintain appropriate written records as approved by CITY’s Housing and Redevelopment Division regarding use of the property for the five (5) year period following expiration of this Agreement.

9. CONDITIONS FOR RELIGIOUS ORGANIZATIONS

The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, in accordance with the Federal regulations specified in 24 CFR 570.200 (j).

10. INDEMNIFICATION

SUBRECIPIENT SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF IRVING, ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS FEES FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH SUBRECIPIENT’S OPERATION, THE PROJECT, OR THE EXPENDITURE OF FUNDS AUTHORIZED BY THIS AGREEMENT, OR ANY SERVICES PROVIDED BY SUBRECIPIENT FUNDED OR PARTIALLY FUNDED BY THIS AGREEMENT. SUCH INDEMNIFICATION SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSE OF ACTION, SUITS OR LIABILITY ARISE IN WHOLE OR IN PART FROM
THE NEGLIGENCE OF SUBRECIPIENT OR CITY, THEIR OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES.

IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH SUBRECIPIENT AND CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION INCLUDES INDEMNITY BY SUBRECIPIENT TO INDEMNIFY AND PROTECT CITY FROM THE CONSEQUENCES OF CITY'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE.

11. PERSONNEL AND PARTICIPANT CONDITIONS

11.1 Civil Rights

11.1.1 Compliance
The SUBRECIPIENT agrees to comply with all applicable State and local laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086, and E.O. 13279.

11.1.2 Nondiscrimination
The SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The SUBRECIPIENT will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting Subrecipient setting forth the provisions of this nondiscrimination clause.

11.1.3 Land Covenants
This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the CITY and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
11.1.4 Section 504
The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The CITY shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

11.2 Employment Restrictions

11.2.1 Prohibited Activity
The SUBRECIPIENT is prohibited from using any funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

11.2.2 Labor Standards
The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of the Contract Work Hours and Safety Standards Act, the Copeland "Anti Kickback" Act (40 U.S.C. 276a-5; 40 USC 327 and 40 USC 276) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7, governing the payment of wages and ratio of apprentices and trainees to journeymen; provided that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

11.3 "Section 3" Clause

11.3.1 Compliance
Compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701, the regulations set forth in 24 CFR 135, and all applicable subsequent rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the CITY, the SUBRECIPIENT and any of the SUBRECIPIENT’s subcontractors. Failure to fulfill these requirements shall subject the CITY, the SUBRECIPIENT and any of the SUBRECIPIENT’s subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and
agrees that no contractual or other disability exists which would prevent compliance with these requirements.

11.3.2 Subcontract Language
SUBRECIPIENT agrees to comply with these "Section 3" requirements: The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the CITY. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the metropolitan area in which the project is located."

11.3.3 Training and Employment
SUBRECIPIENT agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project of the neighborhood in which the PROJECT is located, and to low and very low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low and very low income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.

11.3.4 Non Incapacity
The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

11.4 Conduct

11.4.1 Subcontracts
A. Approvals
The SUBRECIPIENT shall not enter into any subcontracts with any Subrecipient or individual in the performance of this Agreement without the written consent of the CITY prior to the execution of such agreement.

B. Monitoring
The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

C. Content
The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

11.4.2 Hatch Act
SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

11.4.3 Conflict of Interest
SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY, or of any designated public agencies or SUBRECIPIENTS which are receiving funds under the CDBG Entitlement program.

SUBRECIPIENT further agrees to execute an Affidavit Against Prohibited Acts, in the form attached as Exhibit F: Affidavit Against Prohibited Acts, certifying that it will adhere to the provisions of the Texas Penal Code, attached as Exhibit E: Texas Penal Code Title 8: Offenses Against Public Administration, which prohibits bribery and gifts to public servants.

11.4.4 Lobbying
SUBRECIPIENT hereby certifies, attached as Exhibit D: Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements, that:

A. No Federal appropriated funds have been or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any Subrecipient, 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;
B. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

C. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subcontractors or subgrantees shall certify and disclose accordingly; and

D. Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

12. APPLICABLE LAW

12.1 Compliance. SUBRECIPIENT shall comply with all applicable local, State and Federal laws and shall carry out each activity hereunder in compliance with all Federal laws and regulations described in Subpart K of 24 CFR Chapter V, as described in Section 570.503(b)(5) of 24 CFR Chapter V.

12.2 Venue. The exclusive jurisdiction for any claim or controversy arising out of or relating to this agreement shall be in the state and federal courts located in Dallas County, Texas and each party hereto irrevocably waives any objection it may now or hereafter have as the venue of any such suit, action, or proceeding brought in such a court or that such court is an inconvenient forum.

13. ASSIGNMENT

No assignment or delegation of duties under this Agreement shall be effective without the written consent of CITY.
14. NOTICES

All notices required or permitted by this Agreement must be in writing and shall be effective upon receipt when (i) sent by United States postal service with proper postage, certified mail return receipt requested or by a nationally recognized overnight delivery service; and (ii) addressed to the other Party at the address set out below or as such other address as the receiving Party designates by proper notice to the sending Party.

SUBRECIPIENT:  Chris Culak, Vice President, Chief of Strategy and Development
The Visiting Nurse Association of Texas
1440 W. Mockingbird Lane
Dallas, TX 75247

CITY:  Imelda Speck, Senior Manager
Housing and Redevelopment Division
City of Irving
825 W. Irving Blvd.
Irving, Texas 75060

When applicable, copies shall be sent to:

Philip Sanders  Eugenia King
City of Irving  The Visiting Nurse Association of Texas
825 W. Irving Blvd.  1440 W. Mockingbird Lane
Irving, Texas 75060  Dallas, TX 75247

In Witness Whereof, the parties have hereunto set their hands by the representatives hereunto duly authorized on the date first stated above.

CITY OF IRVING, TEXAS  Visiting Nurse Association of Texas

BY: __________________________  By: ________________________________
Philip Sanders, Assistant City Manager  Board President/Chair

DATE SIGNED:  DATE SIGNED:

____________________________  ________________________________
ATTEST:

_______________________________
Shanae Jennings
City Secretary
APPROVED TO AS FORM:

_______________________________
Kuruvilla Oommen
City Attorney
EXHIBIT A
SCOPE OF WORK

SUBRECIPIENT INFORMATION

SUBRECIPIENT Name: The Visiting Nurse Association of Texas (VNA)
Federal Tax ID Number: 75-0800692
DUNS Number: 075119057
Unique Entity Identifier: C67ABGL9KXX5
Activities funded by this grant will be carried out at 1440 W. Mockingbird Lane, Dallas, TX 75247.

SUBRECIPIENT will be responsible for administering PROJECT in a manner consistent with the federal requirements governing the provision of Community Development Block Grant funds. SUBRECIPIENT will provide the following activities eligible under the Community Development Block Grant Program.

PROGRAM DESCRIPTION:

CDBG funds will be used to provide meals for hungry, homebound seniors in Irving as well as providing the salary and benefits for a Community Health Worker to provide services solely to Irving clients. With City of Irving CDBG funds, VNA Meals on Wheels will deliver one hot midday meal every weekday as well as boxed lunches for weekend meals. The Community Health Worker will assist with intake for referred/new clients, obtain needed documentation for CDBG-funded clients, and provide outreach, and participate in community engagement, and offer resources/referrals for Irving residents and VNA Meals on Wheels clients.

PROGRAM ACTIVITIES:

<table>
<thead>
<tr>
<th>Activity #1</th>
<th>Serve 55 Irving seniors with nutritious midday meals every weekday and boxed lunches for the weekend for one year.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activity #2</td>
<td>Employ Community Health Worker (CHW) to provide services solely in Irving.</td>
</tr>
<tr>
<td>Activity #3</td>
<td>CHW to participate in community outreach and engagement activities throughout the year.</td>
</tr>
<tr>
<td>Activity #4</td>
<td>CHW to provide resources and referrals for Irving residents (clients and non-clients) as needed.</td>
</tr>
</tbody>
</table>

National Objective

SUBRECIPIENT certifies that the activities carried out with funds provided under this Agreement will meet the Department of Housing and Urban Development's National Objective of benefit to at least 51% low/moderate income persons as defined in 24 CFR Part 570.208.

SUBRECIPIENT is responsible for maintaining and reporting to the Housing and Redevelopment Division PROJECT records documenting the income eligibility of each participant.

The Housing and Redevelopment Division will monitor the performance of the SUBRECIPIENT against the National Objective stated above.
## Required Documentation for City of Irving Public Service Programs

<table>
<thead>
<tr>
<th>Type of Income</th>
<th>Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Wages and salaries including base and overtime rates, bonuses, and incentive payments (specifying amount and period of time covered by employment)</strong></td>
<td>• Pay stubs (1 month, if not available, need 3rd party verification from employer), or&lt;br&gt;• Earning statements, or&lt;br&gt;• Signed and dated letter from employer, or&lt;br&gt;• Documented contact by case worker with the employer by phone or in person (use employer verification form)</td>
</tr>
<tr>
<td><strong>Tips/gratuities and self-employment</strong></td>
<td>• Notarized statement of the Applicant, and&lt;br&gt;• Income tax return (Form 1040) – required for self employed</td>
</tr>
<tr>
<td><strong>Income maintenance: TANF, Welfare benefits, Social Security benefits, Unemployment benefits, Workers compensation benefits</strong></td>
<td>• Copy of check issued by agency, or&lt;br&gt;• Copy of award letter signed by agency, or&lt;br&gt;• Signed and dated verification from the agency, or&lt;br&gt;• Copy from website</td>
</tr>
<tr>
<td><strong>Child support payments</strong></td>
<td>• Payment history from the Attorney General, or&lt;br&gt;• Written statement from client where safety precludes request for child support, or&lt;br&gt;• Written statement by paying parent (if applicable, include copy of cancelled/uncashed check)</td>
</tr>
<tr>
<td><strong>Interest/dividends</strong></td>
<td>• Passbook showing interest received&lt;br&gt;• Income tax return (Form 1040)&lt;br&gt;• Dividend statement from bond holder or stock company&lt;br&gt;• Signed and dated letter from institution&lt;br&gt;• Documented contact by case worker with the institution by phone or in person</td>
</tr>
<tr>
<td><strong>Assets</strong></td>
<td>• Full checking account statements (1 month), and&lt;br&gt;• Statements from savings accounts (1 month), or&lt;br&gt;• Letters completed by bank showing closed accounts, or&lt;br&gt;• Real estate tax assessment or appraisal of real property, and&lt;br&gt;• Statement signed by Applicant specifying assets</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of Income</th>
<th>Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>No Income</strong></td>
<td>• Third party written verification or documented contact by case worker of loss of income (e.g., letter from employer regarding recent loss of job), or&lt;br&gt;• Documentation of efforts to seek employment or mainstream benefits, or&lt;br&gt;• Signed Self-certification Form</td>
</tr>
</tbody>
</table>
EXHIBIT B
PERFORMANCE OBJECTIVES

In addition to meeting the administrative requirements included in this Agreement, the SUBRECIPIENT agrees to provide the following levels of program services:

A. Number of Persons To Be Assisted: 75
B. Number of Households To Be Assisted: 75
C. Number of Service Units to be Provided:

<table>
<thead>
<tr>
<th>Services</th>
<th>Total Units Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nutritious, home-delivered meals for 55 clients</td>
<td>364 meals per client (20,020 total meals)</td>
</tr>
<tr>
<td>CHW to participate in community outreach and engagement activities</td>
<td>35 activities per year</td>
</tr>
<tr>
<td>CHW to provide referrals for other services</td>
<td>75 Irving residents</td>
</tr>
</tbody>
</table>

City staff will monitor the performance of the Subrecipient against the goals and performance objectives stated above.

D. Evaluation Results Regarding Quality/Outcome of Services Provided

1. VNA will serve at least 55 Irving clients with City of Irving CDBG funding in the 2024-2025 (VNA’s FY25) program year.
2. The VNA CHW will participate in at least 35 community outreach/engagement activities throughout the year.
3. The VNA CHW will provide referral services to at least 75 Irving residents throughout the year.

E. SUBRECIPIENT will submit monthly Performance Reports to the Housing and Redevelopment Division by the 10th of the month following each month of service of the Contract term.

F. SUBRECIPIENT will submit a final Program Close-Out Report to the Housing and Redevelopment Division no later than October 31, 2025.

G. The Housing and Redevelopment Division requires that all grant performance, including evaluation performance, be reflected in monthly Performance Objectives Reports.
### EXHIBIT C

**BUDGET/AUTHORIZED REIMBURSABLE COSTS**

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Amount</th>
<th>Leverage Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food for home-delivered meals</td>
<td>$71,500.00</td>
<td>$71,500.00</td>
</tr>
<tr>
<td>Salary and benefits for dedicated City of Irving Community Health Worker</td>
<td>$82,000.00</td>
<td>$82,000.00</td>
</tr>
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<td></td>
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<td></td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$153,500.00</strong></td>
<td><strong>$153,500.00</strong></td>
</tr>
</tbody>
</table>

Total reimbursement for eligible expenses will not exceed the amount specified and will be contingent upon City receipt of source documentation of expenditures (time sheets, copies of direct deposit notices, copies of canceled checks, bank statements, etc.).

The Housing and Redevelopment Division requires that, unless alternative arrangements have been approved by Housing and Redevelopment Division staff in advance, funds be evenly expended (approximately 1/12 of the funds each month) for the contract term in order to meet HUD’s timeliness requirements.

Unless alternative arrangements have been made, at least 40% of grant allocation will be expended by the end of the second quarter (March 31st).
EXHIBIT D
INSURANCE REQUIREMENTS

At his own expense, agency shall procure and maintain for the duration of the proposed agreement term, 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, volunteers, employees, or subcontractors. Said insurance shall be in the type(s) and minimum(s) listed below.

Workers’ Compensation and Employers’ Liability
Workers’ Compensation Insurance with statutory limits as required by the Labor Code of the State of Texas and Employers’ Liability Insurance with minimum limits of $100,000 per each accident, $500,000 disease policy limit, and $100,000 occupational disease per employee. Workers’ Compensation coverage shall be based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements which meet the statutory requirements of the Texas Labor Code and shall apply to all employees of the contractor providing services under the proposed contract. Sole proprietors may request a waiver of this requirement if they have no employees. If services under this agreement will not be performed on City property, agency may make a written request for exemption from this requirement.

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

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

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

Other Coverages
To be determined based on proposed program
By submitting a proposal without previously approved exceptions, agency agrees to the following general provisions. Requests for exceptions to general provisions and/or coverages must be submitted at least one week prior to agreement submission due date. Exceptions must be approved in writing by City’s representative prior to agreement submission. The City will not accept requests for exceptions after signed agreements have been received.

General Provisions

1. **SCOPE** – These provisions apply to all agencies unless specifically exempted in the grant agreement. Coverage shall state that the Agency’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** – Agency’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, 845 W. Irving Blvd., Irving, Texas 75060.

6. **SUBROGATION** – Agency 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.

receive copies of these certificates.

7. **RESPONSIBILITY** – Approval, disapproval, or failure to act by the City regarding any insurance supplied by the agency or its subcontractors shall not relieve the agency of full responsibility or liability for damages and accidents as set forth in the grant agreement 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 agency.
10. INDEMNIFICATION – The agency agrees to defend, indemnify, and hold harmless the City of Irving, its officers, agents, employees, appointees, and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage, or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by contractor’s breach of any of the terms or provisions of this grant agreement, or by any negligent or strictly liable act or omission of agency, its officers, agents, employees, volunteers, or subcontractors, in the performance of this grant agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents, or employees, and in the event of joint and concurrent negligence or fault of agency and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Proof of Insurance

1. Upon notice of award, awarded agency must submit to the City of Irving, within fifteen business days, proof of all insurance coverages required by this grant agreement.

2. If requested by the City, the agency 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 agency’s authorized agent and notarized.

3. Required proof of insurance must be provided by awarded agency before the City will authorize funded activities to be performed under this grant agreement.

4. The City reserves the right to request a complete copy of all insurance policies at any time.

I further affirm that I will adhere to such rules and instruct and require all agents, employees, and subcontractors to do the same. I am further aware that any violation of these rules subjects this agreement to revocation, my removal from bid lists, prohibiting future contract/subcontract work, revocation of permits, and prosecution.

SUBRECIPIENT

By: ______________________________

Signature

_______________________________

Typed or Printed Name

_______________________________

Title

Date signed: ______________________
EXHIBIT E
Certification Regarding Lobbying
for Contracts, Grants, Loans, and Cooperative Agreements

THE UNDERSIGNED CERTIFIES TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF THAT:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Subrecipient, 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.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

SUBRECIPIENT

By: ______________________________

Signature

______________________________

Typed or Printed Name

______________________________

Title

______________________________

Date
Chapter 36. Bribery and Corrupt Influence

36.02 Bribery
   (a) A person commits an offense if he intentionally or knowingly offers, confers, or agrees to confer on another, or solicits, accepts, or agrees to accept from another:
      (1) any benefit as consideration for the recipient's decision, opinion, recommendation, vote, or other exercise of discretion as a public servant, party official, or voter;
      (2) any benefit as consideration for the recipient's decision, vote, recommendation, or other exercise of official discretion in a judicial or administrative proceeding;
      (3) any benefit as consideration for a violation of a duty imposed by law on a public servant or party official; or
      (4) any benefit that is a political contribution as defined by Title 15, Election Code, if the benefit was offered, conferred, solicited, accepted, or agreed to pursuant to an express agreement to take or withhold a specific exercise of official discretion if such exercise of official discretion would not have been taken or withheld but for the benefit; notwithstanding any rule of evidence or jury instruction allowing factual inferences in the absence of certain evidence, direct evidence of the express agreement shall be required in any prosecution under this subdivision.
   (b) It is no defense to prosecution under this section that a person whom the actor sought to influence was not qualified to act in the desired way whether because he had not yet assumed office or he lacked jurisdiction or for any other reason.
   (c) It is no defense to prosecution under this section that the benefit is not offered or conferred or that the benefit is not solicited or accepted until after:
      (1) the decision, opinion, recommendation, vote, or other exercise of discretion has occurred; or
      (2) the public servant ceases to be a public servant.
   (d) It is an exception to the application of Subdivisions (1), (2), and (3) of Subsection (a) of this Section that the benefit is a political contribution accepted as defined by Title 15, Election Code.
   (e) An offense under this section is a felony of the second degree.

36.08 Gift to Public Servant by Person Subject to His Jurisdiction
   (a) A public servant in an Subrecipient performing regulatory functions or conducting inspections or investigations commits an offense if he solicits, accepts, or agrees to accept any benefit from a person the public servant knows to be subject to regulation, inspection, or investigation by the public servant or his Subrecipient.
   (b) A public servant in an Subrecipient having custody of prisoners commits an offense if he solicits, accepts, or agrees to accept any benefit from a person the public servant knows to be in his custody or the custody of his Subrecipient.
   (c) A public servant in an Subrecipient carrying on civil or criminal litigation on behalf of government commits an offense if he solicits, accepts, or agrees to accept any benefit
from a person against whom the public servant knows litigation is pending or contemplated by the public servant or his Subrecipient.

(d) A public servant who exercises discretion in connection with contracts, purchases, payments, claims, or other pecuniary transactions of government commits an offense if he solicits, accepts, or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any contract, purchase, payment, claim, or transaction involving the exercise of his discretion.

(e) A public servant who has judicial or administrative authority, who is employed by or in a tribunal having judicial or administrative authority, or who participates in the enforcement of the tribunal's decisions, commits an offense if he solicits, accepts, or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any matter before the public servant or tribunal.

(f) A member of the legislature, the governor, the lieutenant governor, or a person employed by a member of the legislature, the governor, the lieutenant governor, or an Subrecipient of the legislature commits an offense if he solicits, accepts, or agrees to accept any benefit from any person.

(g) A public servant who is a hearing examiner employed by a Subrecipient performing regulatory functions and who conducts hearings in contested cases commits an offense if the public servant solicits, accepts, or agrees to accept any benefit from any person who is appearing before the Subrecipient in a contested case, who is doing business with the Subrecipient, or who the public servant knows is interested in any matter before the public servant. The exception provided by Section 36.10(b) of this code does not apply to a benefit under this subsection.

(h) An offense under this section is a Class A misdemeanor.

36.09 Offering Gift to Public Servant
(a) A person commits an offense if he offers, confers, or agrees to confer any benefit on a public servant that he knows the public servant is prohibited by law from accepting.
(b) An offense under this section is a Class A misdemeanor.

36.10 Non-Applicable
(a) Sections 36.08 (Gift to Public Servant) and 36.09 (Offering Gift to Public Servant) of this code do not apply to:
   (1) a fee prescribed by law to be received by a public servant or any other benefit to which the public servant is lawfully entitled or for which he gives legitimate consideration in a capacity other than as a public servant;
   (2) a gift or other benefit conferred on account of kinship or a personal, professional, or business relationship independent of the official status of the recipient;
   (3) a benefit to a public servant required to file a statement under Chapter 421, Acts of the 63rd Legislature, Regular Session, 1973 (Article 6252-9b, Vernon's Texas Civil Statutes), or a report under Title 15, Election Code, that is derived from a function in honor or appreciation of the recipient if:
      (A) the benefit and the source of any benefit in excess of $50 is reported in the statement; and
      (B) the benefit is used solely to defray the expenses that accrue in the performance of duties or activities in connection with the office which are non-reimbursable by the state or political subdivision;
(4) a political contribution as defined by Title 15, Election Code; or
(5) a gift, award, or memento to a member of the legislative or executive branch
that is required to be reported under Chapter 805, Government Code.

(b) Section 36.08 (Gift to Public Servant) of this code does not apply to food, lodging,
transportation, or entertainment accepted as a guest and, if the donee is required by
law to report those items, reported by the donee in accordance with that law.

(c) Section 36.09 (Offering Gift to Public Servant) of this code does not apply to food,
lodging, transportation, or entertainment accepted as a guest and, if the donor is
required by law to report those items, reported by the donor in accordance with that
law.
EXHIBIT G

THE STATE OF TEXAS

COUNTY OF DALLAS

AFFIDAVIT AGAINST PROHIBITED ACTS

My name is ______________________________________________. I hereby affirm that I am aware of the provisions of Texas Penal Code Title 8, Sections 36.02, 36.08, 36.09, and 36.10 (a copy of which is attached hereto), dealing with Bribery and Gifts to Public Servants.

I further affirm that I will adhere to such rules and instruct and require all agents, employees, and subcontractors to do the same. I am further aware that any violation of these rules subjects this agreement to revocation, my removal from bid lists, prohibiting future contract/subcontract work, revocation of permits, and prosecution.

SUBRECIPIENT

By:____________________________

Signature

_____________________________

Typed or Printed Name

_____________________________

Title

Date signed: ____________________
THE STATE OF TEXAS §
COMMON DEVELOPMENT BLOCK §
COMMUNITY DEVELOPMENT BLOCK §
GRANT AGREEMENT

COUNTY OF DALLAS §

THIS Agreement is made and entered into on this 1st day of October 2024 by and between The Salvation Army, a Georgia Corporation (hereinafter "SUBRECIPIENT"), and the CITY OF IRVING, TEXAS (hereinafter "CITY"). CITY and SUBRECIPIENT may be referred to individually as a “Party” and jointly as the “Parties”.

WHEREAS, the CITY has received grant from the United States Department of Housing and Urban Development (“HUD”) through the Community Development Block Grant (“CDBG”) Program, Catalog of Domestic Assistance No. 14.218, with which CITY desires to promote public service activities that benefit low- and moderate-income residents of the City of Irving and the development of partnerships among CITY, local governments, private industry, and non-profit social services agencies; and

WHEREAS, CITY is the administrator of CDBG funds from HUD, the primary purpose of said program pursuant to the Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended (“Act”), 24 CFR §570 et seq. (the CDBG regulations or “Regulations”) is to benefit low and moderate income persons; and

WHEREAS, CITY, acting pursuant to the Act, heretofore adopted an Action Plan to carry out activities eligible under the CDBG program; and

WHEREAS, The Salvation Army, a Georgia Corporation is a non-profit corporation managed by a volunteer Board of Directors; and

WHEREAS, CITY has determined that SUBRECIPIENT’s PROJECT provides short term rental assistance and case management services to Irving residents at risk of homelessness; and

WHEREAS, the CITY wishes to engage the SUBRECIPIENT to assist the CITY in utilizing such funds;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenant set forth herein, CITY and SUBRECIPIENT do agree, for themselves and for their respective successors and assigns, as follows:

1. PROJECT

1.1 Project Description

The SUBRECIPIENT shall utilize CITY CDBG funds for the provision of SUBRECIPIENT’S Homeless Prevention Program (“PROJECT”), whereby SUBRECIPIENT will provide short term rental assistance and case management services to Irving residents at risk of homelessness. The scope
and performance of the services of the PROJECT shall be in accordance with the Scope of work and schedule attached hereto as “Exhibit A: Scope of Work” and incorporated herein by reference.

Objectives to be met by SUBRECIPIENT within the Agreement period shall be as stated in “Exhibit B: Performance Objectives”. The PROJECT Budget shall be as set forth in the attached “Exhibit C: Budget/Authorized Reimbursable Costs”.

It is understood by all Parties hereto that this Agreement and the disbursement of funds pursuant to this Agreement are governed by the provisions of 24 CFR 570, regulations of the Community Development Block Grant (CDBG) Program, and any amendments thereto; that Parties hereto agree to abide by the applicable provision of CDBG to the extent that other sections which may be applicable are not specifically mentioned herein; and that in the event of any conflict between any provision herein and the requirements of 24 CFR 570, said federal requirements shall take precedence.

1.2 Term

The term of Agreement shall be from **October 1, 2024** and shall run until **September 30, 2025**.

**1.2.1 Extension of Agreement**

This Agreement may not be extended.

1.3 Tasks and Schedule

To ensure that the PROJECT progresses adequately toward completion, SUBRECIPIENT must achieve the following benchmarks:

**1.3.1 Monthly Performance Reporting**

PROJECT performance reports will be submitted on a monthly basis, in a format developed and provided by the CITY. Performance reports will summarize PROJECT status in several areas including 1) Status of PROJECT expenditures, 2) Status of PROJECT performance against pre-determined measures, and 3) General status of PROJECT and any other information relevant to the completion of the PROJECT.

**1.3.2 Expenditure**

Unless alternative arrangements have been approved in writing by CITY staff in advance, grant expenditures shall be evenly expended (approximately 1/12 of the targeted performance achieved each month) over the contract term.

---

2. FORM OF ASSISTANCE AND DISBURSEMENTS

2.1 Form and Terms of Assistance

In consideration for PROJECT services, CITY shall pay SUBRECIPIENT as disbursement of Fiscal Year **2024-2025** Community Development Block Grant funds for eligible costs for the PROJECT in an
amount not to exceed $101,500. Said disbursement is to be paid upon submission to the CITY of appropriate documentation and invoices as stipulated by the CITY. In order to qualify for reimbursement, funds to be disbursed under this Agreement must be spent by SUBRECIPIENT during the term of the Agreement.

SUBRECIPIENT may not request disbursement of funds until the funds are needed for payment of eligible costs. The amount of each request must be equal to the proof of payment submitted for reimbursement and eligible expenditures. Funds allocated by CITY for this PROJECT which have not been invoiced by SUBRECIPIENT within thirty (30) calendar days after the ending date of this Agreement shall revert to the CITY to be allocated for other activities. Invoices shall not be submitted and payment shall not be made more often than once every thirty (30) days throughout the Agreement term. Payments may be contingent upon certification by the CITY that the SUBRECIPIENT’s financial management system is in accordance with the standards specified in this Agreement.

The obligations of the City in this Agreement are subject to the receipt of sufficient funding from the U.S. Department of Housing and Urban Development. If such funding is not provided by the U.S. Department of Housing and Urban Development, both parties to this Agreement are relieved of any further obligation to the other. These funds are considered formula grant funds with a Catalog of Federal Domestic Assistance number (CFDA) of 14.218.

2.2 Costs in Compliance with CDBG Regulations and Agreement

SUBRECIPIENT shall be reimbursed for eligible costs for the PROJECT with CDBG funds only if CITY determined in its sole discretion that:

A. Costs are eligible expenditures in accordance with the CDBG regulations;
B. Costs are in compliance with this Agreement and are reasonable and consistent with industry norms; and
C. Complete documentation, as applicable, is submitted to CITY by SUBRECIPIENT

2.3 Budget

SUBRECIPIENT agrees that the CDBG funds will be paid on a reimbursement basis in accordance with Exhibit B: Budget/Authorized Reimbursable Costs. SUBRECIPIENT agrees to utilize CBDG funds to supplement rather than supplant funds otherwise available for the PROJECT. Notwithstanding any provision in this Agreement to the contrary, SUBRECIPIENT’s efforts to identify and secure alternative funding sources shall not delay the performance of any obligations of either CITY or SUBRECIPIENT under this Agreement.

2.3.1 Changes in Budget

SUBRECIPIENT may increase or decrease line-item amounts in the budget with CITY prior written approval, which approval shall be at CITY sole discretion. Any such increase or decrease in line items in the budget shall comply with Exhibit A: Scope of Work and shall not increase the total amount of CBDG funds.
2.4 Disbursement

CITY’s CDBG funding is intended as Public Service PROJECT assistance. SUBRECIPIENT may request disbursements no more than monthly during the term of the Agreement in accordance with the terms set forth in this section.

SUBRECIPIENT shall be paid up to a total amount not to exceed **One Hundred One Thousand Five Hundred dollars ($101,500)** in accordance with the proposed budget contained herein. Payment shall be made upon submission of proper documentation, provided that services have been satisfactory, and that any and all service delivery data requested by CITY has been furnished. SUBRECIPIENT shall submit to CITY requests for disbursement on forms acceptable to CITY, accompanied by appropriate source documentation, including copies of third-party invoices, statements of work performed, cancelled checks, payroll information, or other such verification as authorized by 2 CFR §200.405. SUBRECIPIENT may not request disbursement of funds until the funds are needed for reimbursement of payment of eligible costs.

2.4.1 Conditions of Reimbursement

CDBG funding will only be released to SUBRECIPIENT for actually incurred CDBG-eligible project costs. The obligation of CITY to approve any request or to make any disbursement of CDBG funds is subject to the satisfaction of the following conditions at the time of making such disbursement:

A. SUBRECIPIENT shall not be in default under the term of this Agreement and no events shall exist, which by notice, passage of time, or otherwise would constitute an event of default under this Agreement

B. CITY shall have received evidence satisfactory to CITY that all funded activities have been carried out in accordance with HUD regulation, the term of this Agreement, and SUBRECIPIENT’s proposed scope of work

C. SUBRECIPIENT shall have submitted on or before the tenth (10th) of the month following each month of service of the Agreement term a completed reimbursement request using such forms as deemed acceptable by CITY and other appropriate source documentation as may be required by CITY including, but not limited to:

   I. SUBRECIPIENT authorization of submittal
   II. Line Item budget information matching reimbursement request detail
   III. Population Served Report
   IV. Client Service Log(s) which match requested reimbursement amounts
   V. Completed performance measure report
   VI. Completed client data summary reports which align with requested reimbursement
   VII. Such other supporting evidence as may be requested by CITY to substantiate all payments which are to be made out if the relevant disbursement and/or to substantiate all payments then made with respect to the PROJECT

D. No determination shall have been made by CITY that the undisbursed amount of the PROJECT Agreement is less than the amount received to pay all costs and expenses of
any kind that reasonably may be anticipated in connection with the completion of the PROJECT.

2.4.2 Conditions of Final Disbursement
In addition to the requirement set forth in Section 2.4.1, CITY shall require the completion of a Year-end Report on CITY-approved documents, prior to the final disbursement of funds, the request for which shall not be submitted before completion of the PROJECT.

2.4.3 Limitations on Reimbursement Requests
The Parties covenant and agree that in the event that CITY discovers a misstatement in any affidavit, statement, or certificate furnished pursuant to this Agreement, it shall make no further disbursements until such misstatement has been corrected.

2.4.4 Acknowledgement of City Payment of CDBG Funds
Within fifteen (15) calendar days after the payment of the final reimbursement request, SUBRECIPIENT shall sign an acknowledgement that CITY has paid all CDBG funds due under this Agreement.

3. INTENDED BENEFICIARIES

The intended beneficiaries of the CDBG-funded services in this Agreement are those persons in the City of Irving who are in need of the services provided by SUBRECIPIENT under this Agreement, at least 51% of whom shall be of low or moderate income as defined by the U.S. Department of Housing and Urban Development (HUD) or shall be of a clientele generally presumed by the U.S. Government to be principally low and moderate income. For the purposes of this Agreement, the definition of "low and moderate income" shall be as specified by the U.S. Department of Housing and Urban Development, and may be subject to change without notice. SUBRECIPIENT is responsible for verifying such information prior to the determination of beneficiary eligibility, but CITY, where appropriate, shall advise SUBRECIPIENT of any changes to low and moderate income limits as established by HUD. SUBRECIPIENT shall establish, maintain and submit to City documentation concerning PROJECT beneficiaries in a form acceptable to CITY's Housing and Redevelopment Division.

3.1 Income Eligibility and Calculation

SUBRECIPIENT shall ensure that annual gross household income of at least 51% of its PROJECT clients does not exceed current income limits for low to moderate income households, as established and periodically revised by HUD. Any PROJECT providing direct financial assistance to clients such as for rental or educational assistance must ensure that 100% of all clients assisted through the PROJECT do not exceed current income limits for low to moderate income households. Income limits are established at eighty percent (80%) of the HUD-provided Area Median Income, adjusted for family size.
3.1.2 Documentation

SUBRECIPIENT shall ensure that all members of an applicant household provide documentation of assets and income. Such documentation, unless differently predetermined through CITY prior written approval, shall include but is not limited to:

A. Thirty (30) calendar days of employment or other income documentation, preferably in the form of paycheck stubs, for each working member of the household, aged eighteen (18) or older

B. Verification of any other sources of income for all family members (Social Security, SSI, Medicaid, Child Support (12 month history), Alimony (12 month history), retirement, etc.)

C. Verifiable documentation for any other sources of income and/or assets.

A letter of explanation, along with documentation supporting the explanation, shall be included in the client file for any unusual circumstances which impacts client income or assets.

3.1.3 Residency

SUBRECIPIENT shall obtain documentation of residency in the City of Irving, legal United States residency, and supporting information for all household members as part of the determination of PROJECT eligibility, including current government-issued photo identification from the head(s) of household.

4. GENERAL CONDITIONS

4.1 General Compliance

The SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The SUBRECIPIENT also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement.

4.2 Independent Contractor

Nothing contained in this Agreement is intended, nor shall it be construed in any manner, as to create or establish the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent contractor.
4.3 Worker’s Compensation

The SUBRECIPIENT shall provide Worker’s Compensation Insurance coverage for all of its employees and volunteers involved in the performance of this Agreement.

4.4 Insurance and Bonding

The SUBRECIPIENT shall carry insurance coverage as outlined in Exhibit D of this agreement to protect any Agreement assets from loss due to theft, fraud and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to any cash advances from the CITY. The SUBRECIPIENT shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonding and Insurance, in addition to any other insurance required by CITY.

4.5 Amendments

CITY and SUBRECIPIENT may amend this Agreement by mutual agreement at any time provided that such Amendment(s) make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Irving City Council. Such amendments shall not invalidate this Agreement, nor relieve or release the CITY or SUBRECIPIENT from its obligations under this Agreement.

The CITY may, in its sole discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment(s) result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the CITY and SUBRECIPIENT.

4.6 Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least sixty (60) days before the effective date of such termination. Partial terminations of activities contained in Exhibit A: Scope of Work may only be undertaken with the prior approval of CITY. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the SUBRECIPIENT under this Agreement shall, at the option of the CITY, become the property of the CITY, and the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The CITY may also suspend or terminate this Agreement at its sole discretion, in whole or in part, if the SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the CITY may declare the SUBRECIPIENT ineligible for any further participation in the CITY’s contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the SUBRECIPIENT is not in compliance with any applicable rules and regulations, the CITY may withhold said Agreement funds until such time as the SUBRECIPIENT is found to be in compliance by the CITY, or is otherwise adjudicated to be in compliance.
4.7 Procurement

SUBRECIPIENT shall develop and implement procurement procedures which conform to any procurement guidelines issued by CITY. If SUBRECIPIENT is a unit of local government, it shall also comply with all applicable state and local laws relating to procurement. SUBRECIPIENT shall not procure supplies, equipment, materials or services except in accordance with such procurement procedures.

By signing this Agreement, SUBRECIPIENT certifies that it is not in a state of debarment. Furthermore, SUBRECIPIENT certifies that it will not award any funds provided under this contract to any party with is debarred, suspended, or otherwise excluded for or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. SUBRECIPIENT shall receive the certification provided by the CITY from each proposed subcontractor under this contract and its principals.

4.8 Allowable Costs

For the term of this Agreement, CITY will reimburse SUBRECIPIENT for the short-term rental assistance and case management services to Irving residents at risk of homelessness as more specifically described in Exhibit A: Scope of Work and Exhibit C: Budget/Authorized Reimbursable Costs. SUBRECIPIENT shall be reimbursed by CITY's Housing and Redevelopment Division in a total amount not to exceed One Hundred One Thousand Five Hundred dollars ($101,500).

SUBRECIPIENT shall establish, maintain, and submit to CITY documentation concerning PROJECT budget and expenditures in a form acceptable to the Housing and Redevelopment Division. All PROJECT costs must be reasonable and consistent with policies and procedures of the City of Irving, SUBRECIPIENT, and the U.S. Department of Housing and Urban Development. All expenditures must be accorded consistent treatment, and must be determined to be in accordance with generally accepted accounting principles ("GAAP"). CITY reserves the right to audit all budgets, work schedules, and accounts. SUBRECIPIENT further agrees to comply with any applicable provisions of 24 CFR, Part 200.

SUBRECIPIENT shall be liable to the CITY for any costs disallowed by the U.S. Department of Housing and Urban Development pursuant to financial and compliance audit(s) of funds received under this Agreement. Reimbursement to the CITY of such disallowed costs shall be paid by SUBRECIPIENT from funds which were not provided or otherwise made available to SUBRECIPIENT under this Agreement.

4.9 Form 1295

SUBRECIPIENT shall complete the Certificate of Interested Parties form (Form 1295), as outlined in section 2252.908 of the State of Texas Government Code prior to the execution of this contract to ensure that SUBRECIPIENT discloses interested parties to the State. SUBRECIPIENT must use the application provided electronically by the Texas Ethics Commission and print a copy of the complete form, which will include a certification of filing that will contain a unique certification number. Such certification must be signed by an authorizing agent of the SUBRECIPIENT, and the form must be notarized. SUBRECIPIENT shall provide CITY with the completed Form 1295 prior to execution of the Agreement. CITY will acknowledge to the state the receipt of the certification of filing no later than the 30th day after the date the CITY receives the Form 1295. Agreement may
not be fully executed until receiving notice from the State, review by the State of which must occur within seven (7) business days from the date of acknowledgement of receipt from CITY.

4.10 Internal Controls

In compliance with the requirements of 2 CFR §200.303, SUBRECIPIENT shall:

**4.10.1** Establish and maintain effective internal control over the CDBG funds that provides reasonable assurance that SUBRECIPIENT is managing the CDBG funds in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement. These internal controls shall be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

**4.10.2** Comply with Federal statutes, regulations, and the terms and conditions of this Agreement

**4.10.3** Evaluate and self-monitor SUBRECIPIENT’s compliance with statutes, regulations, and the terms and conditions of this Agreement

**4.10.4** Take prompt actions when instances of noncompliance are identified including noncompliance identified in audit findings and inform CITY of corrective actions within thirty (30) days of identification of noncompliant action

**4.10.5** Take reasonable measures to safeguard protected personally identifiable information and other information that HUD or CITY designates as sensitive or SUBRECIPIENT considers sensitive consistent with applicable Federal, State, local, or tribal laws regarding privacy and obligations of confidentiality.

4.11 Compliance with All Applicable Laws and Regulations

SUBRECIPIENT agrees to comply fully with all applicable laws and regulations that are currently in effect or that are hereafter amended during the performance of this Agreement. Those laws include, but are not limited to:

- Title 1 of the Housing and Community Development Act of 1974 as set out above
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Sections 2000d et seq.) including provisions requiring recipients of Federal assistance to ensure meaningful access by persons of limited English proficiency
- The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Sections 3601 et seq.)
- Executive Orders 11063, 11246 as amended by 11375 and 12086 and as supplemented by Department of Labor regulations 41 CFR, Part 60
- The Age Discrimination in Employment Act of 1967
• The Age Discrimination Act of 1975 (42 U.S.C. Sections 6101 et seq.)
• The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Sections 4601 et seq. and 49 CFR Part 24 (“URA”)
• Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sections 794 et seq.) and 24 CFR Part 8 where applicable
• The Clean Air Act, as amended (42 U.S.C. Sections 1251 et seq.) and the Clean Water Act of 1977, as amended (33 U.S.C. Sections 1251 et seq.), related Executive Order 11738 and Environmental Protection Subrecipient Regulations at 40 CFR Part 15. In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility that has given rise to a conviction under the Clean Air Act or the Clean Water Act.
• Immigrations Reform and Control Act of 1986 (8 U.S.C. Sections 1101 et seq.), specifically including the provisions requiring employer verifications of legal status of its employees
• Regulations at 2 CFR Part 200 related to lobbying, including the requirement that certifications and disclosures be obtained from all covered persons
• Executive Order 12549 and 24 CFR Part 5.105(c) pertaining to restrictions on participations by ineligible, debarred, or suspended persons or entities
• Regulations at 24 CFR Part 882.708(C) pertaining to site and neighborhood standards for new construction projects
• Regulations at 24 CFR Part 983.6 for Site and Neighborhood Standards Review
• Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act
• Guidelines of the Environmental Protections Subrecipient at 40 CFR Part 247
• For contracts and subgrants for construction or repair, Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in 29 CFR Part 5
• For construction contracts in excess of $2,000.00, and in excess of $2,500.00 for other contracts which involve the employment of mechanics or laborers, Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 300) as supplemented by 29 CFR Part 5
• Regulations at 24 CFR Part 570, Community Development Block Grant
• Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et seq.
• Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Title
10, subtitle F, Chapter 2271)

- Texas Government Code Title 10, Subtitle B, Chapter 2054, Subchapter A
- The Violence Against Women Act Reauthorization of 2022, 42 USC Subchapter III
- The Buy America Preference of the Build America/Buy America Act, 2 CFR 184

### 4.12 Copyright, Patent Rights, and Public Information Act

SUBRECIPIENT acknowledges that the City of Irving is subject to the provisions of the Texas Public Information Act as set forth in Chapter 552 of the Texas Government Code. If a public information request is made to the CITY for information regarding this Agreement, or for any other records provided by SUBRECIPIENT to CITY, the CITY may send a request to the Texas Attorney General for a decision as to whether or not such information may be withheld from disclosure in accordance with the Public Information act, and will release such information if required to do so by Texas of Federal law. In the event that a public information request is made to the CITY for items or documents that may be subject to copyright or patent protection, the CITY will notify SUBRECIPIENT that such public information request has been made so that SUBRECIPIENT can send any arguments to the Texas Attorney General concerning why the information is confidential and should not be released and so that SUBRECIPIENT can assert any other rights it may have under law to keep such information from being disclosed; and SUBRECIPIENT can notify the holder of copyright or patents rights to the requested documents that it can send any arguments to the Texas Attorney General concerning why the information is confidential and should not be released and so that the holder of said rights can assert any other rights it may have under law to keep such information from being disclosed. If pursuant to a court order, subpoena or summons, the CITY is required to make disclosure of information provided by SUBRECIPIENT to the CITY, the CITY shall notify SUBRECIPIENT to allow SUBRECIPIENT to assert whatever exclusions or exemptions maybe available to SUBRECIPIENT under applicable law; and, so that SUBRECIPIENT can notify the holder of copyright or patent rights so that it can assert whatever exclusions or exemptions may be available to it under applicable law. SUBRECIPIENT acknowledges that the CITY must comply with such court order, subpoena or summons unless otherwise determined by the applicable court. This provisions of this Section shall survive the termination of this Agreement.

### 4.13 Terms Applicable to Contractors, Subcontractors, and Vendors

SUBRECIPIENT understands and agrees that all terms of this Agreement, whether regulatory or otherwise, shall apply to any and all contractors, subcontractors, and vendors of SUBRECIPIENT which are in any way paid with CDBG funds or who perform any work in connection with the PROJECT. SUBRECIPIENT shall cause all applicable provisions of the Agreement to be included in and made a part of any contract or subcontract executed in the performance of its obligations hereunder, including its obligations regarding the CDBG Requirements and the CDBG Regulations. SUBRECIPIENT shall monitor the services and work performed by its contractors, subcontractors, and vendors on a regular basis for compliance with the CDBG Requirements, the CDBG Regulations, and Agreement provisions. SUBRECIPIENT is responsible to cure all violations of the CDBG Regulations committed by its contractors, subcontractors, or vendors pertaining to this Agreement. CITY maintains the right to insist on SUBRECIPIENT’s full compliance with the terms of this Agreement and the CDBG Regulations and SUBRECIPIENT is responsible for such compliance regardless of whether actions to fulfill the requirements of this Agreement or the CDBG Regulations are taken by SUBRECIPIENT or by SUBRECIPIENT’s contractors, subcontractors, or vendors. SUBRECIPIENT acknowledges that the provisions of this Section shall survive the
earlier termination or expiration of this Agreement and be applicable for five (5) years after the termination of this Agreement.

4.14 Meaningful Access For Limited English Proficient Persons

Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English (“Limited English Proficient persons” or “LEP”) may be entitled to language assistance under Title VI of the Civil Rights Act of 1964 (Title VI) in order to receive a particular service, benefit, or encounter. In accordance with Title VI and its implementing regulations, the SUBRECIPIENT agrees to take reasonable steps to ensure meaningful access to activities for LEP persons. Any of, but not limited to, the following actions could constitute “reasonable steps”, depending on the circumstances; acquiring translators to translate vital documents, advertisements and notices, acquiring interpreters for face-to-face interviews with PEP persons, placing advertisements and notices in newspapers that serve LEP persons, partnering with other organizations that serve LEP populations to provide interpretation, translation, or dissemination of information regarding the PROJECT, hiring bilingual employees or volunteer for outreach and intake activities, or contracting with a telephone line interpreter service.

4.15 Other Laws

The failure to list any Federal, State, or City ordinance, law, or regulation that is applicable to SUBRECIPIENT does not excuse or relieve SUBRECIPIENT from the requirements or responsibilities in regard to following the law, nor from the consequences or penalties for SUBRECIPIENT’s failure to follow the law, if applicable.

5. REPORTING, MONITORING, AND RECORDKEEPING

5.1 General Requirements

SUBRECIPIENT agrees to provide reports to CITY and to maintain records documenting compliance with this Agreement, the loan documents and regulatory agreements, the CDBG requirements, and all other applicable federal, state, and local laws and regulations. SUBRECIPIENT also agrees to provide CITY, HUD, HUD’s Inspector General, the Comptroller General of the United States (aka the U.S. Government Accountability Office or “GAO”), or their representatives, access to the PROJECT and its records for the purpose of monitoring SUBRECIPIENT’s compliance with applicable requirements.

5.2 Reporting Requirements

If SUBRECIPIENT fails to submit, in a timely and satisfactory manner, any report or response required by this Contract as specified in Exhibits "B" and "C", including responses to monitoring reports, CITY may withhold payments otherwise due to SUBRECIPIENT hereunder. If CITY withholds such payments, it shall notify SUBRECIPIENT in writing of its decision and the reasons therefor. Payments may be withheld by CITY until such time as the delinquent obligations for
which funds are withheld are fulfilled by SUBRECIPIENT. If the delinquent report or response is not received within forty-five (45) days of its due date, CITY may suspend or terminate this Contract. If SUBRECIPIENT receives CDBG funds from CITY over two (2) or more Contract Periods, funds may be withheld or this Contract suspended or terminated for SUBRECIPIENT’s failure to submit a report or response (including a report of audit) past due under a prior Housing and Redevelopment Division contract.

SUBRECIPIENT shall submit a final Program Close-Out Report to the Housing and Redevelopment Division not later than **October 31, 2025.**

### 5.3 Reports

SUBRECIPIENT will submit to CITY all reports and documentation described in this Agreement in such form as CITY may prescribe. SUBRECIPIENT will be required to submit a final performance and/or final financial report as required by CITY at the termination of this Agreement in such form and within such times as CITY may prescribe. Failure to submit any report or documentation described in this Agreement to CITY shall be an event of default of this Agreement, and CITY may exercise all of its remedies for default under this Agreement.

#### 5.3.1 Additional Information

SUBRECIPIENT shall provide CITY with additional information as may be required by State or Federal agencies to substantiate CDBG Program activities and/or expenditure eligibility.

#### 5.3.2 Change in Reporting Requirements and Forms

CITY retains the right to change reporting requirements and forms at its discretion. CITY will notify SUBRECIPIENT in writing at least thirty (30) calendar days prior to the effective date or such change, where practicable, and the Parties shall execute an amendment to this Agreement reflecting such change if necessary.

#### 5.3.3 City Reserves Right to Audit

CITY reserves the right to perform an audit of SUBRECIPIENT’s operations and finances related to this Agreement at any time during the term of this Agreement and for five (5) years after the Agreement terminates if CITY determines that such audit is necessary for CITY’s compliance with CDBG Regulations or other CITY policies, and SUBRECIPIENT agrees to allow access to all pertinent materials as described herein. If such audit reveals a questioned practice or expenditure, such questions must be resolved within fifteen (15) business days after notice to SUBRECIPIENT of such questioned practice or expenditure. If questions are not resolved within this period, CITY reserves the right to withhold further funding under this Agreement and/or other contracts with SUBRECIPIENT. If as a result of an audit it is determined that SUBRECIPIENT has falsified any documentation or misused, misapplied, or misappropriated CDBG funds or spent CDBG funds on any ineligible activities, SUBRECIPIENT agrees to reimburse CITY the amount of such monies plus the amount of any sanctions, penalty, or other charge levied against CITY by HUD because of such actions.

### 5.4 Monitoring

CITY will monitor and evaluate SUBRECIPIENT’s progress on project performance on an annual basis, or more frequently as required, against goals and performance standards established
Monitoring may take the form of desk review, virtual or on-site monitoring. SUBRECIPIENT shall establish and maintain appropriate documentation to verify stated performance objectives and shall submit such documentation to City's Housing and Redevelopment Division staff on a monthly basis during the Agreement term as provided in Section 2, or more often if deemed necessary. SUBRECIPIENT further agrees to reasonable on-site monitoring by representatives of the City and the U.S. Department of Housing and Urban Development.

SUBRECIPIENT understands and agrees that it will be subject to monitoring by CITY for compliance with the CDBG Regulations and the terms of this Agreement until the PROJECT is closed in IDIS and for four (4) years thereafter. SUBRECIPIENT will provide reports and access to PROJECT files as requested by CITY during the term of the Agreement and for four (4) years after the PROJECT is closed in IDIS. In order to assist CITY with its monitoring, SUBRECIPIENT shall comply with all the reporting requirements set out in this Agreement.

5.4.1 Access
Representatives of CITY, HUD, HUD Office of Inspector General, and the United States Comptroller General shall have access during regular business hours, upon forty-eight (48) hours’ prior notice, to SUBRECIPIENT’s offices and records that are related to the use of the CDBG funds, and to SUBRECIPIENT’s officers, agents, employees, contractors, subcontractors, vendors, and records that are related to the use of CDBG funds for the purpose of such monitoring.

5.4.2 Frequency and Types of Monitoring
In addition to other provisions of this Agreement regarding frequency of monitoring, CITY reserves the right to perform desk reviews or on-site monitoring of SUBRECIPIENT’s compliance with the terms and conditions of this Agreement. CITY shall provide SUBRECIPIENT with a written report of the monitor’s findings after each on-site monitoring visit. If the monitoring report notes deficiencies in SUBRECIPIENT’s performance, the report shall include requirements for the timely correction of said deficiencies by SUBRECIPIENT. Failure by SUBRECIPIENT to take the action specified in the monitoring report may be cause for suspension or termination of this Agreement as provided herein or CITY may require repayment of all CDBG funds related to this Agreement. CITY will evaluate all funded agencies to determine the required frequency of on-site monitoring to be conducted.

5.4.3 Substandard Performance
Substandard performance as determined by City monitoring will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the City, Agreement suspension or termination procedures will be initiated. In the event that the City makes a determination that the provisions of this Agreement have not been performed by the SUBRECIPIENT, City may, in accordance with 2 CFR 200.339(a)(1), suspend or terminate this Agreement by notice in writing to SUBRECIPIENT if the SUBRECIPIENT materially fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 2 CFR 200.339.
5.5 Audits

SUBRECIPIENT shall provide annually during the term of this Agreement, together with the twelve (12) month period prior to the Agreement period submitted to CITY within five (5) business days of Agreement execution, to CITY a copy of an independent financial audit. Such audits shall be completed by an independent auditor in accordance with generally accepted accounting and auditing principles and standards (GAAP) governing financial and compliance audits. Such audits should be completed no later than one hundred fifty (150) days following the end of the SUBRECIPIENT’s fiscal year. However, upon CITY approval of prior written request from SUBRECIPIENT, CITY will allow such audits to be completed no later than one hundred eighty (180) days following the end of the SUBRECIPIENT’s fiscal year. CITY reserves the right to approve this submittal date to mitigate professional charges to SUBRECIPIENT related to conducting such audits. Notwithstanding, all copies of completed audits, together with any management letters or accompanying documentation, shall be submitted to CITY within thirty (30) days of acceptance and review by SUBRECIPIENT. Should SUBRECIPIENT receive Federal funding in an amount exceeding $750,000.00, regardless of source, SUBRECIPIENT must complete an Independent Single Audit in accordance with 2 CFR 200 Subpart F. Such independent Single Audit is subject to the submittal requirements stated above.

In the event SUBRECIPIENT is allocated $750,000.00 or more in federal funds from any agencies of the U.S. Government, SUBRECIPIENT shall also comply with U.S. Government federal audit requirements, including the requirements contained in 2 CFR 200 Subpart F.

5.6 Form 990

SUBRECIPIENT shall provide annually during the term of this Agreement, together with the twelve (12) month period prior to the Agreement period submitted to CITY within five (5) business days of Agreement execution, to CITY a copy of its submitted Return of Organization Exempt From Income Tax (commonly referred to as IRS Form 990). Such forms shall be submitted to CITY within thirty (30) days of SUBRECIPIENT submittal to the Internal Revenue Service.

5.7 Depository and Record Keeping

Disbursed funds must be deposited in a depository having federal depository insurance. CITY shall require of SUBRECIPIENT that the Department of Housing and Urban Development of the United States Government, the Comptroller General of the United States or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Project, for the purpose of making audit examinations, excerpts and transcriptions. This Agreement and all records pertaining to such Agreement shall be maintained by both SUBRECIPIENT and the CITY for a period of four (4) years after final payment is made and all other pending matters are finalized.

CITY reserves the right to conduct additional financial and compliance audits of the funds received and performance rendered under this Agreement. SUBRECIPIENT agrees to permit CITY or its authorized representatives to audit SUBRECIPIENT’s records and to obtain any documents, materials or information necessary to facilitate such audit.
6 PROJECT INCOME

No PROJECT income, commonly referred to as Program Income, is anticipated. In the event there is program income derived from the use of CDBG funds disbursed under this Agreement such program income shall be returned to the Housing and Redevelopment Division for further reallocation.

7 ENFORCEMENT AND TERMINATION

If CITY determines that the required PROJECT elements have not been completed within the timelines of this Agreement or have been provided for ineligible activities or to a preponderance of ineligible persons, CITY shall have the right to terminate this Agreement effectively immediately upon written notice to SUBRECIPIENT of such intent with no penalty or liability to CITY after giving SUBRECIPIENT thirty (30) calendar days to cure. CITY shall also be entitled to demand repayment of the CDBG funds already disbursed to SUBRECIPIENT and enforce any of the provisions of this Agreement for default.

7.1 Failure to Submit Complete Documentation During PROJECT

7.1.1 Complete Documentation
If SUBRECIPIENT fails to submit complete documentation during PROJECT, or if any report or documentation submitted as part of complete documentation is not in compliance with this Agreement or CDBG Regulations as determined by CITY in its sole discretion, CITY will notify SUBRECIPIENT in writing and SUBRECIPIENT will have thirty (30) calendar days from the date of CITY’s written notice to submit or resubmit any such report or documentation. If SUBRECIPIENT fails to submit or resubmit any such report or documentation within such time, CITY shall have the right to withhold payments. If such failure continues for an additional thirty (30) calendar days (a total of sixty (60) calendar days), CITY shall have the right to terminate this Agreement effective immediately upon written notice of such intent to SUBRECIPIENT with no penalty or liability to CITY. Notwithstanding anything to the contrary herein, CITY will not be required to pay any CDBG funds to SUBRECIPIENT during the period that any such report or documentation is missing or otherwise not in compliance with this Agreement or the CDBG Regulations.

7.1.2 Incomplete or Noncompliant Reimbursement Requests
If any of SUBRECIPIENT’s Reimbursement Requests are incomplete or otherwise not in compliance with this Agreement or the CDBG Regulations as determined by CITY on its sole discretion, CITY will notify SUBRECIPIENT in writing of such default and SUBRECIPIENT will have fifteen (15) calendar days from the date of the written notice to resubmit any such Reimbursement Request to cure the default. If SUBRECIPIENT fails to cure the default within such time, SUBRECIPIENT shall forfeit any payments otherwise due under such Reimbursement Request. Is such failure to resubmit such Reimbursement Request continues for an additional fifteen (15) calendar days (for a total of thirty (30) calendar days), CITY shall have the right to terminate this Agreement effective immediately upon written notice of such
intent with no penalty or liability to CITY. Notwithstanding anything to the contrary herein, CITY will not be required to pay any CDBG funds to SUBRECIPIENT during the period that any such Reimbursement Request is not in compliance with this Agreement or the CDBG Regulations.

7.1.3 Multiple Instances
In the event of more than two (2) instances of default, cured or uncured, CITY reserves the right at its sole option to terminate this Agreement effective immediately upon written notice of such intent to SUBRECIPIENT with no penalty or liability to CITY.

7.1.4 Payment of CDBG Funds to SUBRECIPIENT
Notwithstanding anything to the contrary herein, CITY will not be required to pay any CDBG Funds to SUBRECIPIENT pursuant to this Agreement during the period that any Reimbursement Request, report, or other documentation is missing, past due, or is not in compliance with this Agreement or the CDBG Regulations, or during any period during which SUBRECIPIENT is in default of this Agreement.

7.1.5 Unpaid Funds
In the event of termination under this Section, all CDBG Funds awarded but unpaid to SUBRECIPIENT pursuant to this Agreement shall be immediately forfeited and SUBRECIPIENT shall have no further right to such funds. If CITY determines that a repayment of CDBG funds paid to SUBRECIPIENT must be repaid, any CDBG funds already paid to SUBRECIPIENT must be repaid to CITY within thirty (30) calendar days of termination under this Section. Failure to repay such CDBG funds will result in CITY exercising all legal remedies available to CITY under this Agreement.

7.2 Failure to Maintain or Submit Required Reports and Documentation
If SUBRECIPIENT fails to maintain all records and documentation as required in Section 6, or fails to submit any report or documentation required by this Agreement after the PROJECT is completed, or if the submitted report or documentation is not in compliance with this Agreement or the CDBG Regulations as determined by CITY in its sole discretion, CITY will notify SUBRECIPIENT in writing and SUBRECIPIENT will have fifteen (15) calendar days from the date of the written notice to obtain or recreate the missing records or documentation, or submit or resubmit any such report or documentation to CITY. If SUBRECIPIENT fails to maintain the required reports or documentation, or submit or resubmit any such report or documentation within such time, CITY shall have the right to terminate this Agreement effective immediately upon written notice of such intent with no penalty or liability to CITY.

7.3 Additional Time to Cure
Unless specifically provided otherwise in this Agreement, SUBRECIPIENT shall be in default under this Agreement if SUBRECIPIENT breaches any term or condition of this Agreement. In the event that such a breach remains uncured after thirty (30) calendar days following written notice by CITY (or other such notice period as may be specified herein), or if SUBRECIPIENT has diligently and continuously attempted to cure following receipt of such written notice but reasonably required more than thirty (30) calendar days to cure, as determined by both Parties mutually and in good faith, CITY shall have the right to elect, in CITY’s sole discretion, to (i) extend
SUBRECIPIENT’s time to cure, (ii) terminate this Agreement effective immediately upon written notice of such intent to SUBRECIPIENT, or (iii) pursue any other legal remedies available to CITY under this Agreement.

7.4 Remedies
City’s remedies may include:

A. Direct SUBRECIPIENT to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables, and milestones necessary to implement the affected activities.

B. Direct SUBRECIPIENT to establish and follow a management plan that assigns responsibilities for carrying out the remedial activities.

C. Cancel or revise activities likely to be affected by the performance deficiency, before expending CDBG funds for the activities.

D. Reprogram CDBG funds that have not yet been expended from the affected activities to other eligible activities or withhold CDBG funds.

E. Direct SUBRECIPIENT to reimburse CITY in any amount of CDBG funds not used in accordance with the HOME regulations.

F. Suspend reimbursement of CDBG funds for affected activities.

G. Suspend or terminate this Contract.

H. Any other appropriate action including but not limited to any remedial action legally available such as declaratory judgement, specific performance, damages, temporary or permanent injunctions, termination of this Agreement or any other Agreements with SUBRECIPIENTs, and any other available remedies.

7.5 Repayment

In the event of termination under this Section, all CDBG funds awarded but unpaid to SUBRECIPIENT pursuant to this Agreement shall be immediately rescinded and SUBRECIPIENT shall have no further right to such funds and, as determined by CITY, any CDBG funds already paid to SUBRECIPIENT must be repaid to CITY within thirty (30) calendar days of termination. Failure to repay such CDBG funds will result in CITY exercising all legal remedies available to CITY under this Agreement.

7.6 No Funds Disbursed While in Breach

SUBRECIPIENT understands and agrees that no CDBG funds will be paid to SUBRECIPIENT until all defaults are cured to the satisfaction of CITY.
7.7 No Compensation after Date of Termination

SUBRECIPIENT will not receive any CDBG funds for work undertaken after the date of termination.

7.8 Rights of CITY Not Affected

Termination shall not affect or terminate any of the existing rights of CITY against SUBRECIPIENT, or which may thereafter accrue because of such default, and this provision shall be in addition to any and all other rights and remedies available to CITY under the law including, but not limited to, compelling SUBRECIPIENT to complete the PROJECT in accordance with the terms of the Agreement. Such termination does not terminate any applicable provisions of this Agreement that have been expressly noted as surviving the term of termination of this Agreement. No delay or omission by CITY in exercising any right or remedy available to it under this Agreement shall impair such right or remedy or constitute a waiver or acquiescence in any SUBRECIPIENT default.

7.9 Waiver of Breach Not Waiver of Subsequent Breach

The waiver of a default of breach of any term, covenant, or condition of this Agreement shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof or thereof.

7.10 Civil, Criminal, and Administrative Penalties

Failure to perform all Agreement terms may result in civil, criminal, or administrative penalties, including, but not limited to those set out in this Agreement.

7.11 Termination for Cause

CITY may terminate this Agreement in the event of SUBRECIPIENT’s default, inability, or failure to perform subject to notice, grace, and cure periods. In the event CITY terminates this Agreement for cause, all CDBG funds awarded but unpaid to SUBRECIPIENT pursuant to this Agreement shall be immediately rescinded and SUBRECIPIENT shall have no further right to such funds, and any CDBG funds already paid to SUBRECIPIENT must be repaid to CITY within thirty (30) calendar days of termination. Failure to repay such CDBG funds will result in exercising all legal remedies available to City under this Agreement. SUBRECIPIENT acknowledges and agrees that if CITY terminates this Agreement for cause, neither SUBRECIPIENT nor any affiliates of SUBRECIPIENT will be considered for any other CITY contract for CDBG funds for a minimum of five (5) years from the date of termination.

7.11.1 Loss of Nonprofit Status

This Agreement shall be terminated immediately in the event SUBRECIPIENT loses its nonprofit certification or status after the cure period stated in this Section.

7.11.2 No Available CDBG Funds

SUBRECIPIENT may terminate this Agreement if CITY does not provide the CDBG funds substantially in accordance with this Agreement.
7.12 Termination for Convenience

In terminating in accordance with 2 CFR 200, Appendix II, this Agreement may be terminated in whole or in part only as follows:

7.12.1
By CITY with the consent of SUBRECIPIENT in which case the Parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

7.12.2
By SUBRECIPIENT upon written notification to CITY setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of a partial termination, CITY may terminate the Agreement in its entirety if CITY determines in its sole discretion that the remaining portion of the Agreement to be performed or CDBG funds to be spent will not accomplish the purposes for which this Agreement was made.

7.13 Dissolution of SUBRECIPIENT Organization Terminates Contract

This Agreement shall terminate in the event SUBRECIPIENT organization is dissolved or ceases to exist. In the event of termination under this Section, all CDBG funds are subject to repayment and/or CITY may exercise all of its remedies under this Agreement.

7.14 REPAYMENT OF CDBG FUNDS

All CDBG funds are subject to repayment in the event the PROJECT does not meet the requirements of this Agreement or of the CDBG Regulations. If SUBRECIPIENT takes any action that results in CITY being required to repay all or any portion of the CDBG funds to HUD, SUBRECIPIENT agrees it will reimburse CITY for such repayment.

7.15 MATERIAL OWNERSHIP CHANGE

If ownership of SUBRECIPIENT materially changes after the date of this Agreement, CITY may, but is not obligated to, terminate this Agreement. CITY has thirty (30) calendar days to make such determination after receipt of written notice from SUBRECIPIENT, and failure to make such determination will constitute a waiver. In the event of termination by CITY under this Section, all CDBG funds awarded but not yet paid to SUBRECIPIENT pursuant to this Agreement shall be immediately rescinded and SUBRECIPIENT shall have no further right to such funds. Any CDBG funds already paid to SUBRECIPIENT must be repaid to CITY within thirty (30) calendar days of termination under this Section.
8 REVERSION OF ASSETS/DISPOSITION OF EQUIPMENT

Upon expiration of this Agreement, SUBRECIPIENT shall transfer to the CITY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds, except as provided in Section VII herein. In addition, any real property under the SUBRECIPIENT’s control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 shall either be:

A. Used to meet one (1) of the national objectives listed in 24 CFR 570.208 (benefit at least 51% low and moderate income persons, aid in the prevention or elimination of slums or blight or meet community development needs having a particular urgency because they pose a serious and immediate threat to the health or welfare of the community) until five (5) years after expiration of the Agreement; however, in compliance with 24 CFR 570.505, should the SUBRECIPIENT propose to change the use of the property/equipment from that for which it was originally intended, affected citizens must be provided with reasonable notice of and opportunity to comment on the proposed change; or

B. Disposed of in a manner that results in the CITY being reimbursed in the amount of the current fair market value of the property/equipment less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. Such reimbursement shall not be required if disposition occurs more than five (5) years after expiration of this Agreement. In all cases in which property/equipment is sold, the proceeds shall be program income, the use of which shall be recorded in compliance with 24 CFR 570.504 and Section VII herein.

To document this requirement, SUBRECIPIENT shall maintain appropriate written records as approved by CITY’s Housing and Redevelopment Division regarding use of the property for the five (5) year period following expiration of this Agreement.

9. CONDITIONS FOR RELIGIOUS ORGANIZATIONS

The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, in accordance with the Federal regulations specified in 24 CFR 570.200 (j).

10. INDEMNIFICATION

SUBRECIPIENT SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF IRVING, ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS FEES FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH SUBRECIPIENT’S OPERATION, THE PROJECT, OR THE EXPENDITURE OF FUNDS AUTHORIZED BY THIS AGREEMENT, OR ANY SERVICES PROVIDED BY SUBRECIPIENT FUNDED OR PARTIALLY
Funded by this Agreement. Such indemnification shall apply where the claims, losses, damages, cause of action, suits or liability arise in whole or in part from the negligence of Subrecipient or City, their officers, officials, agents and employees.

It is the express intention of the parties hereto, both Subrecipient and City, that the indemnity provided for in this section includes indemnity by Subrecipient to indemnify and protect City from the consequences of City's own negligence, whether that negligence is alleged to be the sole or concurring cause of the injury, death, or damage.

11. Personnel and Participant Conditions

11.1 Civil Rights

11.1.1 Compliance
The Subrecipient agrees to comply with all applicable State and local laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086, and E.O. 13279.

11.1.2 Nondiscrimination
The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting Subrecipient setting forth the provisions of this nondiscrimination clause.

11.1.3 Land Covenants
This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry
out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

11.1.4 Section 504
The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program. The CITY shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

11.2 Employment Restrictions

11.2.1 Prohibited Activity
The SUBRECIPIENT is prohibited from using any funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, political patronage, and nepotism activities.

11.2.2 Labor Standards
The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of the Contract Work Hours and Safety Standards Act, the Copeland “Anti Kickback” Act (40 U.S.C. 276a-5; 40 USC 327 and 40 USC 276) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the CITY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7, governing the payment of wages and ratio of apprentices and trainees to journeymen; provided that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

11.3 "Section 3" Clause

11.3.1 Compliance
Compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701, the regulations set forth in 24 CFR 135, and all applicable subsequent rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the CITY, the SUBRECIPIENT and any of the SUBRECIPIENT’s subcontractors. Failure to
fulfill these requirements shall subject the CITY, the SUBRECIPIENT and any of the SUBRECIPIENT’s subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

11.3.2 Subcontract Language

SUBRECIPIENT agrees to comply with these "Section 3" requirements: The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the CITY. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the metropolitan area in which the project is located."

11.3.3 Training and Employment

SUBRECIPIENT agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low and very low income persons within the service area of the project of the neighborhood in which the PROJECT is located, and to low and very low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low and very low income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.

11.3.4 Non Incapacity

The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

11.4 Conduct

11.4.1 Subcontracts
A. Approvals
The SUBRECIPIENT shall not enter into any subcontracts with any Subrecipient or individual in the performance of this Agreement without the written consent of the CITY prior to the execution of such agreement.

B. Monitoring
The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

C. Content
The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

11.4.2 Hatch Act
SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

11.4.3 Conflict of Interest
SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. SUBRECIPIENT further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the CITY, or of any designated public agencies or SUBRECIPIENTS which are receiving funds under the CDBG Entitlement program.

SUBRECIPIENT further agrees to execute an Affidavit Against Prohibited Acts, in the form attached as Exhibit F: Affidavit Against Prohibited Acts, certifying that it will adhere to the provisions of the Texas Penal Code, attached as Exhibit E: Texas Penal Code Title 8: Offenses Against Public Administration, which prohibits bribery and gifts to public servants.

11.4.4 Lobbying
SUBRECIPIENT hereby certifies, attached as Exhibit D: Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements, that:

A. No Federal appropriated funds have been or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any Subrecipient, 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;
B. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

C. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subcontractors or subgrantees shall certify and disclose accordingly; and

D. Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

12. APPLICABLE LAW

12.1 Compliance. SUBRECIPIENT shall comply with all applicable local, State and Federal laws and shall carry out each activity hereunder in compliance with all Federal laws and regulations described in Subpart K of 24 CFR Chapter V, as described in Section 570.503(b)(5) of 24 CFR Chapter V.

12.2 Venue. The exclusive jurisdiction for any claim or controversy arising out of or relating to this agreement shall be in the state and federal courts located in Dallas County, Texas and each party hereto irrevocably waives any objection it may now or hereafter have as the venue of any such suit, action, or proceeding brought in such a court or that such court is an inconvenient forum.

13. ASSIGNMENT

No assignment or delegation of duties under this Agreement shall be effective without the written consent of CITY.
14. NOTICES

All notices required or permitted by this Agreement must be in writing and shall be effective upon receipt when (i) sent by United States postal service with proper postage, certified mail return receipt requested or by a nationally recognized overnight delivery service; and (ii) addressed to the other Party at the address set out below or as such other address as the receiving Party designates by proper notice to the sending Party.

SUBRECIPIENT:        Lt. Colonel Art Penhale, Texas Divisional Commander
                      The Salvation Army, A Georgia Corporation
                      250 E. Grauwyler Rd.
                      Irving, TX 75061

CITY:                 Imelda Speck, Senior Manager
                      Housing and Redevelopment Division
                      City of Irving
                      825 W. Irving Blvd.
                      Irving, Texas 75060

When applicable, copies shall be sent to:

Philip Sanders        Kenneth Hodder
City of Irving        The Salvation Army, A Georgia Corporation
825 W. Irving Blvd.   250 E. Grauwyler Rd
Irving, Texas 75060   Irving, TX 75061

In Witness Whereof, the parties have hereunto set their hands by the representatives hereunto duly authorized on the date first stated above.

CITY OF IRVING, TEXAS    SUBRECIPIENT NAME

BY: ___________________________    By: ___________________________
Philip Sanders, Assistant City Manager    Board President/Chair

DATE SIGNED: ___________________________    DATE SIGNED: ___________________________
ATTEST:

_______________________________
Shanae Jennings
City Secretary
APPROVED TO AS FORM:

_______________________________
Kuruvilla Oommen
City Attorney
EXHIBIT A
SCOPE OF WORK

SUBRECIPIENT INFORMATION

SUBRECIPIENT Name: The Salvation Army, a Georgia Corporation
Federal Tax ID Number: 58-0660607
Unique Entity Identifier: DJ33ZZUF6H23
Activities funded by this grant will be carried out at The Salvation Army – Irving Corps, 250 E. Grauwyler Rd, Irving, TX 75061.

SUBRECIPIENT will be responsible for administering PROJECT in a manner consistent with the federal requirements governing the provision of Community Development Block Grant funds. SUBRECIPIENT will provide the following activities eligible under the Community Development Block Grant Program.

PROGRAM DESCRIPTION:

CDBG Funds will be used for providing emergency rental assistance to eligible Irving residents who are at risk of homelessness. Households may receive up to three months of rental assistance and six months of case management, housing stabilization services, food pantry access, home visits and monthly budgeting.

PROGRAM ACTIVITIES:

<table>
<thead>
<tr>
<th>Activity #</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1</td>
<td>Comprehensive assessment and individualized service plans, with two monthly sessions focusing on budgeting and income stabilization.</td>
</tr>
<tr>
<td>#2</td>
<td>Six months of intensive case management and housing stabilization.</td>
</tr>
<tr>
<td>#3</td>
<td>Up to three months of emergency rental assistance.</td>
</tr>
<tr>
<td>#4</td>
<td>Outreach by collaborating with local organizations, promotional meetings, and informational postings.</td>
</tr>
<tr>
<td>#5</td>
<td>Financial education and bi-monthly budgeting services and home visits.</td>
</tr>
</tbody>
</table>

National Objective

SUBRECIPIENT certifies that the activities carried out with funds provided under this Agreement will meet the Department of Housing and Urban Development's National Objective of benefit to at least 51% low/moderate income persons as defined in 24 CFR Part 570.208.

SUBRECIPIENT is responsible for maintaining and reporting to the Housing and Redevelopment Division PROJECT records documenting the income eligibility of each participant.

The Housing and Redevelopment Division will monitor the performance of the SUBRECIPIENT against the National Objective stated above.
# Required Documentation for City of Irving Public Service Programs

<table>
<thead>
<tr>
<th>Type of Income</th>
<th>Documentation</th>
</tr>
</thead>
</table>
| **Wages and salaries including base and overtime rates, bonuses, and incentive payments (specifying amount and period of time covered by employment)** | - Pay stubs (1 month, if not available, need 3rd party verification from employer), or  
- Earning statements, or  
- Signed and dated letter from employer, or  
- Documented contact by case worker with the employer by phone or in person (use employer verification form) |
| **Tips/gratuities and self-employment**                                        | - Notarized statement of the Applicant, and  
- Income tax return (Form 1040) – required for self employed |
| **Income maintenance: TANF, Welfare benefits, Social Security benefits, Unemployment benefits, Workers compensation benefits** | - Copy of check issued by agency, or  
- Copy of award letter signed by agency, or  
- Signed and dated verification from the agency, or  
- Copy from website |
| **Child support payments** *(Counted as income for custodial parent, but not eligible for exclusion on adjusted gross income for non-custodian parent)* | - Payment history from the Attorney General, or  
- Written statement from client where safety precludes request for child support, or  
- Written statement by paying parent (if applicable, include copy of cancelled/uncashed check) |
| **Interest/dividends**                                                          | - Passbook showing interest received  
- Income tax return (Form 1040)  
- Dividend statement from bond holder or stock company  
- Signed and dated letter from institution  
- Documented contact by case worker with the institution by phone or in person |
| **Assets**                                                                     | - Full checking account statements (1 month), and  
- Statements from savings accounts (1 month), or  
- Letters completed by bank showing closed accounts, or  
- Real estate tax assessment or appraisal of real property, and  
- Statement signed by Applicant specifying assets |
| **No Income**                                                                  | - Third party written verification or documented contact by case worker of loss of income (e.g., letter from employer regarding recent loss of job), or  
- Documentation of efforts to seek employment or mainstream benefits, or  
- Signed Self-certification Form |
EXHIBIT B
PERFORMANCE OBJECTIVES

In addition to meeting the administrative requirements included in this Agreement, the SUBRECIPIENT agrees to provide the following levels of program services:

A. Number of Persons To Be Assisted: 58

B. Number of Households To Be Assisted: 28

C. Number of Service Units to be Provided:

<table>
<thead>
<tr>
<th>Services</th>
<th>Total Units Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 months of rental assistance for 28 households per year</td>
<td>84</td>
</tr>
</tbody>
</table>

City staff will monitor the performance of the Subrecipient against the goals and performance objectives stated above.

D. Evaluation Results Regarding Quality/Outcome of Services Provided
   1. 50% of clients will increase their savings prior to discharge from the program.
   2. 65% of clients will demonstrate increased income prior to discharge from the program.
   3. 90% of clients receiving financial assistance will be stably housed at exit.

E. SUBRECIPIENT will submit monthly Performance Reports to the Housing and Redevelopment Division by the 10th of the month following each month of service of the Contract term.

F. SUBRECIPIENT will submit a final Program Close-Out Report to the Housing and Redevelopment Division no later than October 31, 2025.

G. The Housing and Redevelopment Division requires that all grant performance, including evaluation performance, be reflected in monthly Performance Objectives Reports.
EXHIBIT C
BUDGET/AUTHORIZED REIMBURSABLE COSTS

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Amount</th>
<th>Leverage Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Assistance</td>
<td>$101,500</td>
<td></td>
</tr>
<tr>
<td>Red Kettle Donations</td>
<td>$66,000</td>
<td></td>
</tr>
<tr>
<td>Meeting Collections and World Services</td>
<td>$44,578</td>
<td></td>
</tr>
<tr>
<td>In-Kind Donations</td>
<td>$372,514</td>
<td></td>
</tr>
<tr>
<td>Associated Organizations</td>
<td>$267,885</td>
<td></td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$101,500</strong></td>
<td><strong>$750,977</strong></td>
</tr>
</tbody>
</table>

Total reimbursement for eligible expenses will not exceed the amount specified and will be contingent upon City receipt of source documentation of expenditures (time sheets, copies of direct deposit notices, copies of canceled checks, bank statements, etc.).

The Housing and Redevelopment Division requires that, unless alternative arrangements have been approved by Housing and Redevelopment Division staff in advance, funds be evenly expended (approximately 1/12 of the funds each month) for the contract term in order to meet HUD’s timeliness requirements.

Unless alternative arrangements have been made, at least 40% of grant allocation will be expended by the end of the second quarter (March 31st).
EXHIBIT D
INSURANCE REQUIREMENTS

At his own expense, agency shall procure and maintain for the duration of the proposed agreement term, 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, volunteers, employees, or subcontractors. Said insurance shall be in the type(s) and minimum(s) listed below.

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

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

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

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

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

Other Coverages
To be determined based on proposed program.
By submitting a proposal without previously approved exceptions, agency agrees to the following general provisions. Requests for exceptions to general provisions and/or coverages must be submitted at least one week prior to agreement submission due date. Exceptions must be approved in writing by City’s representative prior to agreement submission. The City will not accept requests for exceptions after signed agreements have been received.

General Provisions

1. SCOPE – These provisions apply to all agencies unless specifically exempted in the grant agreement. Coverage shall state that the Agency’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 – Agency’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, 845 W. Irving Blvd., Irving, Texas 75060.

6. SUBROGATION – Agency 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. receive copies of these certificates.

7. RESPONSIBILITY – Approval, disapproval, or failure to act by the City regarding any insurance supplied by the agency or its subcontractors shall not relieve the agency of full responsibility or liability for damages and accidents as set forth in the grant agreement 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 agency.
10. INDEMNIFICATION – The agency agrees to defend, indemnify, and hold harmless the City of Irving, its officers, agents, employees, appointees, and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage, or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by contractor’s breach of any of the terms or provisions of this grant agreement, or by any negligent or strictly liable act or omission of agency, its officers, agents, employees, volunteers, or subcontractors, in the performance of this grant agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents, or employees, and in the event of joint and concurrent negligence or fault of agency and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Proof of Insurance

1. Upon notice of award, awarded agency must submit to the City of Irving, within fifteen business days, proof of all insurance coverages required by this grant agreement.

2. If requested by the City, the agency 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 agency’s authorized agent and notarized.

3. Required proof of insurance must be provided by awarded agency before the City will authorize funded activities to be performed under this grant agreement.

4. The City reserves the right to request a complete copy of all insurance policies at any time.

I further affirm that I will adhere to such rules and instruct and require all agents, employees, and subcontractors to do the same. I am further aware that any violation of these rules subjects this agreement to revocation, my removal from bid lists, prohibiting future contract/subcontract work, revocation of permits, and prosecution.

SUBRECIPIENT

By: ____________________________

Signature

______________________________

Typed or Printed Name

______________________________

Title

Date signed: ______________________
EXHIBIT E
Certification Regarding Lobbying
for Contracts, Grants, Loans, and Cooperative Agreements

THE UNDERSIGNED CERTIFIES TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF THAT:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Subrecipient, 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.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

SUBRECIPIENT

By: ____________________________

Signature

______________________________

Typed or Printed Name

______________________________

Title

______________________________

Date
Chapter 36. Bribery and Corrupt Influence

36.02 Bribery
   (a) A person commits an offense if he intentionally or knowingly offers, confers, or agrees to confer on another, or solicits, accepts, or agrees to accept from another:
      (1) any benefit as consideration for the recipient's decision, opinion, recommendation, vote, or other exercise of discretion as a public servant, party official, or voter;
      (2) any benefit as consideration for the recipient's decision, vote, recommendation, or other exercise of official discretion in a judicial or administrative proceeding;
      (3) any benefit as consideration for a violation of a duty imposed by law on a public servant or party official; or
      (4) any benefit that is a political contribution as defined by Title 15, Election Code, if the benefit was offered, conferred, solicited, accepted, or agreed to pursuant to an express agreement to take or withhold a specific exercise of official discretion if such exercise of official discretion would not have been taken or withheld but for the benefit; notwithstanding any rule of evidence or jury instruction allowing factual inferences in the absence of certain evidence, direct evidence of the express agreement shall be required in any prosecution under this subdivision.
   (b) It is no defense to prosecution under this section that a person whom the actor sought to influence was not qualified to act in the desired way whether because he had not yet assumed office or he lacked jurisdiction or for any other reason.
   (c) It is no defense to prosecution under this section that the benefit is not offered or conferred or that the benefit is not solicited or accepted until after:
      (1) the decision, opinion, recommendation, vote, or other exercise of discretion has occurred; or
      (2) the public servant ceases to be a public servant.
   (d) It is an exception to the application of Subdivisions (1), (2), and (3) of Subsection (a) of this Section that the benefit is a political contribution accepted as defined by Title 15, Election Code.
   (e) An offense under this section is a felony of the second degree.

36.08 Gift to Public Servant by Person Subject to His Jurisdiction
   (a) A public servant in an Subrecipient performing regulatory functions or conducting inspections or investigations commits an offense if he solicits, accepts, or agrees to accept any benefit from a person the public servant knows to be subject to regulation, inspection, or investigation by the public servant or his Subrecipient.
   (b) A public servant in an Subrecipient having custody of prisoners commits an offense if he solicits, accepts, or agrees to accept any benefit from a person the public servant knows to be in his custody or the custody of his Subrecipient.
   (c) A public servant in an Subrecipient carrying on civil or criminal litigation on behalf of government commits an offense if he solicits, accepts, or agrees to accept any benefit
from a person against whom the public servant knows litigation is pending or contemplated by the public servant or his Subrecipient.

(d) A public servant who exercises discretion in connection with contracts, purchases, payments, claims, or other pecuniary transactions of government commits an offense if he solicits, accepts, or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any contract, purchase, payment, claim, or transaction involving the exercise of his discretion.

(e) A public servant who has judicial or administrative authority, who is employed by or in a tribunal having judicial or administrative authority, or who participates in the enforcement of the tribunal's decisions, commits an offense if he solicits, accepts, or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any matter before the public servant or tribunal.

(f) A member of the legislature, the governor, the lieutenant governor, or a person employed by a member of the legislature, the governor, the lieutenant governor, or an Subrecipient of the legislature commits an offense if he solicits, accepts, or agrees to accept any benefit from any person.

(g) A public servant who is a hearing examiner employed by an Subrecipient performing regulatory functions and who conducts hearings in contested cases commits an offense if the public servant solicits, accepts, or agrees to accept any benefit from any person who is appearing before the Subrecipient in a contested case, who is doing business with the Subrecipient, or who the public servant knows is interested in any matter before the public servant. The exception provided by Section 36.10(b) of this code does not apply to a benefit under this subsection.

(h) An offense under this section is a Class A misdemeanor.

36.09 Offering Gift to Public Servant

(a) A person commits an offense if he offers, confers, or agrees to confer any benefit on a public servant that he knows the public servant is prohibited by law from accepting.

(b) An offense under this section is a Class A misdemeanor.

36.10 Non-Applicable

(a) Sections 36.08 (Gift to Public Servant) and 36.09 (Offering Gift to Public Servant) of this code do not apply to:

(1) a fee prescribed by law to be received by a public servant or any other benefit to which the public servant is lawfully entitled or for which he gives legitimate consideration in a capacity other than as a public servant;

(2) a gift or other benefit conferred on account of kinship or a personal, professional, or business relationship independent of the official status of the recipient;

(3) a benefit to a public servant required to file a statement under Chapter 421, Acts of the 63rd Legislature, Regular Session, 1973 (Article 6252-9b, Vernon's Texas Civil Statutes), or a report under Title 15, Election Code, that is derived from a function in honor or appreciation of the recipient if:

(A) the benefit and the source of any benefit in excess of $50 is reported in the statement; and

(B) the benefit is used solely to defray the expenses that accrue in the performance of duties or activities in connection with the office which are non-reimbursable by the state or political subdivision;
(4) a political contribution as defined by Title 15, Election Code; or
(5) a gift, award, or memento to a member of the legislative or executive branch
that is required to be reported under Chapter 805, Government Code.

(b) Section 36.08 (Gift to Public Servant) of this code does not apply to food, lodging,
transportation, or entertainment accepted as a guest and, if the donee is required by
law to report those items, reported by the donee in accordance with that law.

(c) Section 36.09 (Offering Gift to Public Servant) of this code does not apply to food,
lodging, transportation, or entertainment accepted as a guest and, if the donor is
required by law to report those items, reported by the donor in accordance with that
law.
EXHIBIT G

THE STATE OF TEXAS
COUNTY OF DALLAS

AFFIDAVIT AGAINST PROHIBITED ACTS

My name is __________________________________________. I hereby affirm that I am aware of the provisions of Texas Penal Code Title 8, Sections 36.02, 36.08, 36.09, and 36.10 (a copy of which is attached hereto), dealing with Bribery and Gifts to Public Servants.

I further affirm that I will adhere to such rules and instruct and require all agents, employees, and subcontractors to do the same. I am further aware that any violation of these rules subjects this agreement to revocation, my removal from bid lists, prohibiting future contract/subcontract work, revocation of permits, and prosecution.

SUBRECIPIENT

By: __________________________
    Signature

____________________________
Typed or Printed Name

____________________________
Title

Date signed: __________________

Packet Pg. 497
Attachment: CDBG DRAFT Grant Agreement FY24-25 Salvation Army (14769 : 50 Approve 2024-2025 Action Plan Allocations)
 Ordinance -- Public Hearing and Designating Approximately 5.731 Acres of Land Located at 2203 W. Royal Lane as Tax Abatement Reinvestment Zone No. 61

Administrative Comments
1. This item is recommended by the Office of Economic Development and supports Future In Focus: Vibrant Economy – Support business retention and recruitment.
2. Impact: This ordinance will designate land as Tax Abatement Reinvestment Zone No. 61.
3. This item was discussed at the April 11, 2024, Executive Session of the Irving City Council Work Session meeting.
4. Fox Television Stations, LLC. and/or its Company Affiliate(s), plans to purchase the site located at 2203 W. Royal Lane, and the designation of a tax abatement reinvestment zone will allow for the construction of one (1) new office building/broadcast studio totaling approximately 53,000 SF at the site.
5. The planned developments on the property are intended to bring new private investment leading to new tax base and additional employment to Irving.
6. State law requires that notice of a public hearing to consider a tax abatement agreement must be provided at least thirty (30) days before the scheduled time of the meeting. A notice was published in accordance with Chapter 551, Government Code, on Saturday, June 29, 2024.
7. Designation of the reinvestment zone is reasonably likely to contribute to the retention or expansion of primary employment and attract major investment in the zone that would benefit the property and contribute to the economic development of the City.

Recommendation
The ordinance be adopted.

ADDITIONAL COMMENTS:

Contract Required: N/A
Review Completed By: Christina N. Weber
Previous Action: Eligible to Participate in Tax Abatements
Council Action: Adoption of Guidelines for Tax Abatement Agreements
RES-2016-190 Renewal of Guidelines for Tax Abatement Agreements
RES-2018-136 Renewal of Guidelines for Tax Abatement Agreements
RES-2020-65 Renewal of Guidelines for Tax Abatement Agreements
RES-2022-61 Renewal of Guidelines for Tax Abatement Agreements
RES-2024-75 Renewal of Guidelines for Tax Abatement Agreements

ATTACHMENTS:
CURRENT YEAR FINANCIAL IMPACT:
NONE

REVISION INFORMATION:
Prepared: 6/20/2024 03:19 PM by Bryan Haywood
Last Updated: 7/24/2024 02:17 PM by Bryan Haywood
AN ORDINANCE DESIGNATING THE FOLLOWING DESCRIBED LAND AS TAX ABATEMENT REINVESTMENT ZONE NO. SIXTY-ONE (61): BEING APPROXIMATELY 5.731 ACRES OF LAND LOCATED AT 2203 W. ROYAL LANE, IN THE CITY OF IRVING, DALLAS COUNTY, TEXAS, AND PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, the City Council of the City of Irving, Texas ("City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone for commercial/industrial tax abatement, as authorized by Subchapter B, Tax Abatement in Municipal Reinvestment Zone, TEXAS TAX CODE, Sections 312.201 et. seq., as amended (the “Code”); and

WHEREAS, City by adoption of Resolution 12-1-88-560 has elected to become eligible to participate in tax abatement; and

WHEREAS, City by adoption of Resolution No. 2016-190, on May 12, 2016, has adopted guidelines and criteria governing tax abatement agreements; and

WHEREAS, City by adoption of Resolution No. 2018-136, on April 19, 2018, has renewed adopted guidelines and criteria governing tax abatement agreements; and

WHEREAS, City by adoption of Resolution No. 2020-65, on February 13, 2020, has renewed adopted guidelines and criteria governing tax abatement agreements; and

WHEREAS, City by adoption of Resolution No. 2022-61, on February 10, 2022, has renewed adopted guidelines and criteria governing tax abatement agreements; and

WHEREAS, City by adoption of Resolution No. 2024-75, on February 8, 2024, has renewed adopted guidelines and criteria governing tax abatement agreements; and

WHEREAS, a public hearing in a regularly scheduled meeting before the City Council was held at 7:00 p.m. on the 1st day of August, 2024, such date being at least thirty (30) days after the date of publication of the notice of such public hearing as required by the Code; and

WHEREAS, notice of the public hearing and a copy of the proposed agreement were delivered to the presiding officer of the governing body of each taxing unit located within the proposed reinvestment zone at least seven (7) days before the date of the public hearing; and

WHEREAS, the City at such hearing invited all interested persons, or their attorneys, to appear and speak for or against the creation of the proposed reinvestment zone, the boundaries of the proposed reinvestment zone, whether all or part of the territory described in this ordinance should be included in such proposed reinvestment zone, and the concept of tax abatement; and

WHEREAS, all interested persons spoke and the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of the creation of the proposed reinvestment zone and the proponents also submitted evidence as to the proposed improvements, and opponents of the proposed reinvestment zone appeared to contest creation of the proposed reinvestment zone;
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION 1. That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2. The City, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the testimony and evidence presented to it:

(a) That a public hearing on the designation of the reinvestment zone has been properly called, held and conducted and that notices of such hearings have been published as required by law and delivered to all taxing units overlapping the territory inside the proposed reinvestment zone; and

(b) That the boundaries of the reinvestment zone should be the area as described in the metes and bounds description attached hereto and identified as Exhibit A; and

(c) That the creation of the reinvestment zone for commercial/industrial tax abatement, with boundaries as described in Exhibit A, will result in benefits to the City and to the land included in the zone and to the City after the expiration of any tax abatement agreement entered into and the improvements sought are feasible and practical; and

(d) That the area to be designated as a reinvestment zone described in Exhibit A is reasonably likely as a result of this designation to contribute to the retention or expansion of primary employment, to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City, as provided in § 312.202 (a)(6) TEXAS TAX CODE; and

(e) That the reinvestment zone as described in Exhibit A meets the criteria for the creation of a reinvestment zone as set forth in the City of Irving Comprehensive Policy Statement on Tax Base Enhancement and Economic Development Incentives.

SECTION 3. That pursuant to Subchapter B, Tax Abatement in Municipal Reinvestment Zone, TEXAS TAX CODE, Section 312.201 et. seq., as amended, the City hereby designates the area described in Exhibit A as a reinvestment zone for tax abatement and to be named Tax Abatement Reinvestment Zone No. Sixty (61) City of Irving, Texas.

SECTION 4. That this ordinance shall take effect upon adoption.

SECTION 5. If any portion of this ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on August 1, 2024.

___________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

_____________________________________
Shanae Jennings
City Secretary

APPROVED AS TO FORM:

_____________________________________
Kuruvilla Oommen
City Attorney
PUBLIC NOTICE

THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, SHALL HOLD A PUBLIC HEARING IN A SCHEDULED MEETING AT 7:00 P.M. ON AUGUST 1, 2024, AT IRVING CITY HALL, 825 WEST IRVING BOULEVARD, IRVING, TEXAS, ON THE DESIGNATION OF AN AREA AS AN TAX ABATEMENT REINVESTMENT ZONE PURSUANT TO AND IN ACCORDANCE WITH TEXAS TAX CODE SECTIONS 312.201 THROUGH 312.209, AS AMENDED. THE PROPOSED REINVESTMENT ZONE, WHICH, IF DESIGNATED, WILL BE KNOWN AS TAX ABATEMENT REINVESTMENT ZONE NO. SIXTY-ONE (61) IS DESCRIBED BY METES AND BOUNDS DESCRIPTION AS FOLLOWS:

METES & BOUNDS DESCRIPTION


BEGINNING AT A POINT FOR CORNER, WITNESSED BY A 1/2” IRON ROD WITH CAP TX NO. 3963 FOUND BEARS N 55°11' 51" W FOR A DISTANCE OF 0.53', AT THE INTERSECTION OF THE NORTHWEST RIGHT OF WAY LINE OF LONGHORN DRIVE (70 FOOT RIGHT OF WAY) WITH THE NORTHEAST RIGHT OF WAY LINE OF STATE HIGHWAY NO. 114 (JOHN W. CARPENTER FREEWAY, A VARIABLE WIDTH RIGHT OF WAY);

THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEAST RIGHT OF WAY LINE OF SAID STATE HIGHWAY NO. 114 NORTH 48°44'11" WEST A DISTANCE OF 35.53 FEET TO A 5/8" IRON ROD FOUND;

THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE NORTH 57°59'10" WEST A DISTANCE OF 615.18 FEET (DEED N 57°56’11” W - 615.58’) TO A CONCRETE MONUMENT (BROKEN) FOUND;

THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE NORTH 66°37’35" WEST A DISTANCE OF 93.08 FEET TO A 1/2” IRON ROD SET;

THENCE DEPARTING SAID RIGHT OF WAY LINE NORTH 44°37’02" EAST A DISTANCE OF 385.01 FEET (DEED S 44°04’22” W - 384.94’) TO A 5/8” IRON ROD FOUND WITH CAP JACOBS ON THE SOUTHWEST RIGHT OF WAY LINE OF ROYAL LANE (110 FOOT RIGHT OF WAY) AND BEING THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT;
THENCE ALONG SAID RIGHT OF WAY LINE 561.34 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1200.92 FEET, A DELTA OF 26°46'52" AND A CHORD BEARING SOUTH 63°27'30" EAST A DISTANCE OF 556.24 FEET TO A 5/8" IRON ROD FOUND AT THE MOST NORTHERN END OF A CORNER CLIP;

THENCE SOUTH 33°13'37" EAST ALONG SAID CORNER CLIP A DISTANCE OF 21.60 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTH END OF SAID CORNER CLIP AND BEING IN THE NORTHWEST RIGHT OF WAY LINE OF LONGHORN DRIVE;

THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 10°45'55" WEST A DISTANCE OF 62.33 FEET TO A 1/2" IRON ROD FOUND WITH CAP TX NO. 3963 AND BEING THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;

THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE 353.83 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 919.93 FEET, A DELTA OF 22°02'14" AND A CHORD BEARING SOUTH 21°47'02" WEST A DISTANCE OF 351.65 FEET TO A POINT FOR CORNER WITNESSED BY A 1/2" IRON ROD FOUND WITH CAP TX NO. 3963 BEARS N 76°09'02" W FOR A DISTANCE OF 0.28';

THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE SOUTH 32°48'10" WEST A DISTANCE OF 7.30 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.731 ACRES OR 249,642 SQUARE FEET OF LAND, MORE OR LESS.
Resolution -- Approving a Tax Abatement Agreement Between the City of Irving, Fox Television Stations, LLC, NW Communications of Texas Inc. (D/B/A KDFW), Fox Stations Sales Inc., New Fox Services LLC, and FoxCorp Holdings, LLC., in an Amount Dependent Upon Annual Qualifications

Administrative Comments

1. This item is recommended by the Office of Economic Development and supports Future In Focus: Vibrant Economy – Support business retention and recruitment.

2. Impact: Approval of this tax abatement agreement will assist Fox Television Stations, LLC, NW Communications of Texas Inc. (D/B/A KDFW), Fox Stations Sales Inc., New Fox Services LLC, and FoxCorp Holdings, LLC (“Company”) in the development of a new office building/ broadcast studio in the City of Irving.

3. This economic development incentive agreement was discussed at the Irving City Council Work Session meetings on April 11, 2024.

4. Under this Agreement, the required Minimum Qualifications to be achieved by the Company are as follows: (i) Purchase the real property at 2203 W. Royal Lane, Irving, Texas (“Premises”) by September 30, 2024; (ii) Construct at least one (1) new office building/ broadcast studio, totaling at least 53,000 SF, at the Premises by December 31, 2026; (iii) Occupy at least 53,000 square feet of the newly constructed office building/ broadcast studio at the Premises by December 31, 2026, and maintain for at least ten (10) continuous years; and (iv) Increase the taxable value of the Real Property Improvements owned by the Company, at the Premises by at least $30,000,000 over the 2024 Dallas County Appraisal District certified taxable value by January 1, 2027. (iv) Increase the combined taxable value of the Business Personal Property owned by the Company and/or Company Affiliates, at the Premises by at least $20,000,000 over the 2024 Dallas County Appraisal District certified taxable value by January 1, 2027.

5. Upon achievement of Minimum Qualifications, the Company would be eligible to receive a 50% property tax abatement on the of net new Maintenance and Operations (M&O) taxable value of Real Property Improvements (land value is not included in this abatement) owned by the Company, at 2203 W. Royal Lane, Irving, Texas. The abatement could be available for up to ten (10) consecutive years upon achievement of all Minimum Qualifications annually.

6. Should the Company fail to maintain its obligations for which the incentives were received, the company shall be required to repay the total value of all incentives received plus interest.

7. State law requires that a notice of a public hearing to consider a tax abatement agreement must be provided at least thirty (30) days before the scheduled time of the
meeting. A notice was published in accordance to Chapter 551, Government Code, on Saturday, June 29, 2024.

**Recommendation**

The resolution be approved.

**ADDITIONAL COMMENTS:**

<table>
<thead>
<tr>
<th>Contract Required:</th>
<th>Yes</th>
<th>Review Completed By:</th>
<th>Christina N. Weber</th>
</tr>
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<tbody>
<tr>
<td>Previous Action:</td>
<td>None</td>
<td>Council Action:</td>
<td>None</td>
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<td>Certificate of Interested Parties Form Required:</td>
<td>Yes</td>
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<tr>
<td>Discretionary Contract Disclosure Form Required:</td>
<td>Yes</td>
<td></td>
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**ATTACHMENTS:**

City of Irving - Fox Television Stations LLC  Tax Abatement Agreement  (PDF)
Fox Station Sales Inc. - Discretionary Contract Disclosure Form_signed  (PDF)
Fox Television Stations, LLC - Discretionary Contract Disclosure Form_signed  (PDF)
FoxCorp Holdings LLC - Discretionary Contract Disclosure Form_signed  (PDF)
New Fox Services LLC - Discretionary Contract Disclosure Form_signed  (PDF)
NW Communications of Texas Inc. - Discretionary Contract Disclosure Form_signed  (PDF)
Presentation - Fox Television Stations, LLC_FINAL_2024.08.01  (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

N/A

**REVISION INFORMATION:**

Prepared: 6/21/2024 01:46 PM by Bryan Haywood
Last Updated: 7/26/2024 09:13 AM by Jennifer Phillips
CITY OF IRVING

COUNCIL RESOLUTION NO. (ID # 14772)

WHEREAS, the City, by adoption of Resolution No. 12-1-88-560, has elected to become eligible to participate in tax abatement; and

WHEREAS, the City, by adoption of Resolution No. RES-2016-190, on May 12, 2016, has adopted guidelines and criteria governing tax abatement agreements; and

WHEREAS, the City by adoption of Resolution No. RES-2024-75 renewed adopted guidelines and criteria governing tax abatement agreements; and

WHEREAS, pursuant to Subchapter B, Tax Abatement in Municipal Reinvestment Zone, Texas Tax Code, Section 312.201 et. seq., as amended, the City concurrently on August 1, 2024 created a reinvestment zone for tax abatements named Tax Abatement Reinvestment Zone No. Sixty-One (61) City of Irving, Texas; and

WHEREAS, the City finds that the tax abatement offered in the attached agreement will contribute to the retention or expansion of primary employment, to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City, as provided in Section 312.202 (a)(6), Texas Tax Code, as amended;

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 Tax Abatement Agreement between the City of Irving and Fox Television Stations, LLC, NW Communications Of Texas Inc. (D/B/A KDFW), Fox Stations Sales Inc., New Fox Services LLC, and FoxCorp Holdings, LLC and the City Manager or their 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 August 1, 2024.

____________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

______________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

______________________________
Kuruvilla Oommen
City Attorney
TAX ABATEMENT AGREEMENT

STATE OF TEXAS §

COUNTY OF DALLAS §

CITY OF IRVING §

This TAX ABATEMENT AGREEMENT ("Agreement"), is made and entered into as of the _____ day of _______, 2024 ("Effective Date"), by and among the CITY OF IRVING, TEXAS ("City"), a home rule city and municipal corporation of Dallas County, Texas, duly acting herein by and through its Mayor, FOX TELEVISION STATIONS, LLC, a company authorized to conduct business in the state of Texas, NW COMMUNICATIONS OF TEXAS INC., FOX STATION SALES INC., NEW FOX SERVICES LLC, and FOXCORP HOLDINGS, LLC (collectively, "Owner" or "Company") acting by and through its authorized officers, for the purposes and considerations stated below:

WITNESSETH:

WHEREAS, simultaneously with consideration of this agreement the City Council of the City of Irving, Texas ("City Council"), will consider an ordinance ("Ordinance") establishing Tax Abatement Reinvestment Zone No. 61, City of Irving, Texas ("Zone"), for commercial-industrial tax abatement, as authorized by Chapter 312 of the TEXAS TAX CODE ("Code"); and

WHEREAS, the City has adopted Guidelines and Criteria for Tax Abatement Agreements by the passage of Resolution No. RES-2024-75, on the 8th day of February, 2024, attached as Exhibit "A" hereto ("Policy Statement"); and

WHEREAS, the Policy Statement constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as contemplated by Chapter 312 of the Code, providing for the availability of tax abatement for both new facilities and structures and for the contemplated expansion or modernization of existing facilities or structures; and

WHEREAS, the City has adopted Resolution 12-1-88-560 stating that it elects to be eligible to participate in tax abatement; and

WHEREAS, Owner owns a fee simple interest in the land described in Exhibit "B" attached hereto (the "Premises") on which has been developed and constructed as an office building and broadcasting studio for the use of Company. The development and use of the Premises is expected to significantly enhance the economic and employment base of the City of Irving; and

WHEREAS, the City Council finds that the terms of this Agreement and the Premises and proposed Qualified Facilities, as hereinafter defined, subject to this Agreement meet the applicable guidelines and criteria of the Policy Statement; and

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WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the Code, to the presiding officers of the governing bodies of each of the taxing units in which the Premises is located; and

NOW, THEREFORE, the City, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the retention or expansion of primary employment, the attraction of major investment in the Zone that would be a benefit to the Premises and contributes to the economic development of Irving and enhancement of the tax base in the City; and Owner and Company for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, which consideration includes the tax abatement set forth herein below, as authorized by Chapter 312 of the Code, as amended, do hereby contract, covenant and agree as follows:

I. DEFINITIONS

Wherever used in this Agreement, the following capitalized terms shall have the meanings ascribed to them:

A. "Abatement" means the tax abatement rate set forth in Section IV.

B. "Abatement Period" means the ten consecutive calendar years following the achievement of all Minimum Threshold Eligibility Requirements.

C. "Affiliate" means any other entity directly or indirectly controlling, directly or indirectly controlled by or under direct or indirect common control with such entity. As used in this definition, the term "control", "controlling" or "controlled by" shall mean the possession, directly or indirectly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of such entity; or (b) direct or cause the direction of management or policies of such entity, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of such entity or any affiliate of such lender.

D. "Eligible Property Value" means the increase in certified taxable assessed valuation of the real estate improvements owned by Owner and/ or Affiliate located on the Premises over the 2024 certified taxable value of accounts relating to the real estate improvements located on the Premises on the Dallas Central Appraisal District ("DCAD") tax roll. (Current taxable value is $0.00.)

E. "Eligible BPP Value" means the increase in certified taxable value of Business Personal Property owned by Company and/ or Affiliate and located at the Premises over the 2024 certified value as shown on the tax rolls of DCAD. (Current taxable value is $0.00.)
F. "Interest Rate" means the yield to maturity, 360-day equivalent, City earned on its investments as of the end of the most recent quarter, as reported on the City's Quarterly Investment Report, plus 200 basis points.

G. "Maintenance and Operations Tax" means the portion of the tax rate levied to fund the operations and maintenance expenditures of the City of Irving as adopted by the City of Irving's Annual Tax Rate.

H. "Minimum Threshold Eligibility Requirements" has the meaning ascribed in Section II.A.i. of this Agreement.

I. "Premises" has the meaning ascribed to that term in the Recitals.

J. "Occupancy" means the Qualified Facilities has been issued a final certificate of occupancy, maintains a valid certificate of occupancy from the City of Irving, and physically occupies the space.

K. "Qualified Facilities" means at least 53,000 square feet office building and broadcasting studios at the Premises owned by Owner and occupied by Company or an Affiliate.

II. COMPANY'S OBLIGATIONS

A. COMPANY OBLIGATIONS. In consideration of the City entering into this Agreement providing for the Abatement, Company agrees that it or its permitted assigns, during the term of this Agreement, will comply with the following requirements:

i. OBLIGATIONS TO COMPLETE COLLECTIVELY NO LATER THAN JANUARY 1, 2027:

1. Company or Affiliate purchase the Premises by September 30, 2024;

2. Company or Affiliate construct one (1) new office building, that is a minimum of 53,000 SF, at the Premises by December 31, 2026;

3. Company or Affiliate Occupy the Qualified Facilities by December 31, 2026, and maintain for at least ten (10) continuous years;

4. Company increases the Eligible Property Value, at the Premises by at least $30,000,000 by January 1, 2027, and maintain for at least ten (10) continuous years; and

5. Company or Affiliate increase the Eligible BPP Value, at the Premises by at least $20,000,000 by January 1, 2027, and maintain for at least ten (10) continuous years.
ii. **COMPANY OBLIGATIONS TO MAINTAIN DURING THE ENTIRE TERM OF THIS AGREEMENT:**

1. Comply with Sections II.A.i. of this Agreement;

2. Beginning on January 1st of the year following completion of all Minimum Threshold Eligibility Requirements, in no case later than January 31, 2028 and then no later than January 31st, and each subsequent year, submit to City: A certification (the "Compliance Certificate") that as of January 1 of that year all conditions of the Agreement have been met including the Minimum Threshold Eligibility Requirements including specific documentation of the Minimum Threshold Eligibility Requirements, in a form substantially similar to Exhibit C;

3. Use the Premises in accordance with all applicable state and local laws and regulations;

4. Diligently and faithfully maintain the Premises in a manner consistent with other office buildings of a class similar to the Premises, reasonable wear and tear excepted;

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

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

7. All taxes related to the Premises shall be paid to the City of Irving;

8. Use commercially reasonable efforts to use the words “Irving, Texas” or “Irving, TX” when printing an address on literature, all stationery, business cards, or other printed or electronic materials which identify the Premises; and

9. Use commercially reasonable efforts to purchase services and materials for the Premises from vendors within the City of Irving, if available in Irving at a competitive price. Use commercially reasonable efforts to book hotel rooms under the Company’s control within the jurisdictional boundaries of the City of Irving.

**III. TERM OF AGREEMENT AND ABATEMENT PERIOD**

This Agreement shall be effective as of the Effective Date and shall remain in full force and effect for eleven and half years after the Minimum Threshold Eligibility Requirements are achieved. In the event Owner fails to complete the Minimum Threshold Eligibility Requirements, this Agreement shall automatically terminate on June 1, 2028 and no abatement shall be due to Owner.
The Parties agree to defer the commencement of the Abatement Period until the Minimum Threshold Eligibility Requirements are met which shall be in no case be later than January 1, 2027, and continuing through the tax year ending ten (10) years later.

IV. SCOPE OF TAX ABATEMENT

In exchange for Company’s compliance with all terms and provisions of this Agreement, an Abatement shall be available in the ten (10) consecutive calendar years following when the Minimum Threshold Eligibility Requirements are met and all other terms and conditions under this Agreement are met and maintained, equal to fifty percent (50%) of the city’s Eligible Property Value for the Maintenance and Operation Tax for each year in the Abatement Period.

V. RECORDS AND AUDITS

At all times throughout the term of this Agreement, the City shall have reasonable access to the Premises and any pertinent records by City employees (upon at least fourteen (14) days prior written notice to Company) for the purpose of inspecting the same to ensure that the Qualified Facilities are occupied in accordance with the specifications and conditions of this Agreement and that all other terms and obligations are met and maintained; provided that Company shall have the right to accompany City employees on any such inspection and that such inspection shall be limited to examining only that information necessary to determining the basis for compliance with this Agreement.

VI. BREACH

During the Abatement Period, except as provided below, in the event that (i) following Initial Occupancy the Qualified Facilities for which an abatement has been granted are not occupied in accordance with this Agreement; (ii) Company and/or Affiliate allows the ad valorem taxes with respect to the real property owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem property taxes; (iii) Company, and/or Affiliate allows its personal property taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such personal property taxes; or (iv) Company, and/or Affiliate breaches any other term or condition of this Agreement; then Company shall be in default of this Agreement. In the event of a default in the performance of (i), (ii), (iii) or (iv) above, the City shall give Company written notice of such default and if Company has not cured such default within thirty (30) days of said written notice, or, if such default cannot be cured by the payment of money or posting of a bond or other collateral acceptable to the City, and cannot with due diligence be cured within such thirty (30) day period owing to causes beyond the control of Company, this Agreement may be terminated by the City; provided, however, that if such default is not reasonably susceptible of cure within such thirty (30) day period and Company has commenced and is pursuing the cure of same, then, after first advising the City Council of Company’s efforts to cure same, Company shall not be in default if the default is cured within the time period specified by the City Council.
In the event of default after the expiration of the applicable notice and cure periods, because Company is responsible during the Abatement Period for the payment of the real estate taxes with respect to the Premises, the City shall be entitled to receive from the Company as liquidated damages all real property taxes which otherwise would have been paid to the City without the benefit of abatement, for the entire period of abatement, and interest to be charged at the Interest Rate from the date the tax abatement was granted and will become a debt from Company to the City.

In the event of default after the expiration of the applicable notice and cure periods, the City shall be entitled to receive from the Company as liquidated damages all business personal property taxes which otherwise would have been paid to the City without the benefit of abatement, for the entire period of abatement, and interest thereon be charged at the Interest Rate from the date the taxes were abated will become a debt from Company to the City. Such amount shall be due, owing, and paid to the City by Company within sixty (60) days of the expiration of the above-mentioned applicable cure periods as the sole remedy of the City, subject to any and all lawful offsets, settlements, deductions, or credits to which the defaulting party may be entitled. The parties acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine.

VII.
ASSIGNMENT

This Agreement and the abatement herein are not assignable by Company to any entity without written approval of the City Council. A name change of the Company shall not be considered an assignment, and shall be effective upon notification to the City of the new name and that entity's consent to be bound by this Agreement. There shall be no partial assignments under this Agreement.

VIII.
INDEMNIFICATION

AND PROVISIONS APPLICABLE TO ALL INCENTIVES

A.  **Indemnification of Third-Party Claims.** COMPANY, ITS PARENT COMPANIES, AFFILIATES, SUCCESSORS AND ASSIGNS (THE "INDEMNIFYING PARTIES"), SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, TOGETHER WITH THE CITY'S OFFICERS, AGENTS, COUNCIL MEMBERS, EMPLOYEES, ATTORNEYS AND REPRESENTATIVES (COLLECTIVELY, INCLUDING THE CITY, THE "CITY INDEMNIFIED PARTIES"), FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, DEMANDS, CAUSES OF ACTION, CLAIMS, JUDGMENTS, SUITS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) MADE BY ANY THIRD-PARTY, TO THE EXTENT ARISING FROM OR RELATED TO THE ECONOMIC DEVELOPMENT NEGOTIATIONS, DISCUSSIONS, PROPOSALS OR THIS AGREEMENT BETWEEN THE CITY AND COMPANY (COLLECTIVELY, "INDEMNIFIED CLAIMS"), REGARDLESS OF THE
LEGAL THEORY ASSERTED BY ANY THIRD PARTIES AND REGARDLESS OF WHETHER THE DAMAGES OR CLAIMS OF THIRD PARTIES ARE KNOWN OR FULLY APPRECIATED AT THIS TIME BY COMPANY OR THE CITY. THE INDEMNITIES IN THIS AGREEMENT ARE SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED OR PROVED THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED IN WHOLE OR IN PART BY ANY ACT, ERROR, OMISSION, NEGLIGENCE, 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 INDEMNIFIED PARTIES.

B. Settlement of Indemnified Claims. AS PART OF THEIR DUTY TO DEFEND, THE INDEMNIFYING PARTIES SHALL HAVE THE SOLE RIGHT, IN THEIR SOLE DISCRETION, TO COMPROMISE AND SETTLE, ON BEHALF OF THE CITY INDEMNIFIED PARTIES, ANY OF THE INDEMNIFIED CLAIMS TO WHICH THE INDEMNIFICATION ABOVE APPLIES, SO LONG AS IN CONNECTION WITH ANY SUCH COMPROMISE AND/OR SETTLEMENT ENTERED INTO BY THE INDEMNIFYING PARTIES, NO ADMISSION OF LIABILITY ON BEHALF OF THE CITY INDEMNIFIED PARTIES IS MADE AND THE CITY INDEMNIFIED PARTIES ARE UNCONDITIONALLY AND ABSOLUTELY RELEASED FROM ANY LIABILITY RELATING THERETO. THE INDEMNIFYING PARTIES SHALL HAVE THE AUTHORITY TO SELECT, ENTER IN ANY ENGAGEMENT WITH, DISCONTINUE ANY ENGAGEMENT WITH, AND NEGOTIATE THE FEE PAID TO, ANY AND ALL ATTORNEYS TO BE RETAINED IN THE INDEMNIFIED PARTIES' DEFENSE OF ANY INDEMNIFIED CLAIM, HOWEVER, THE CITY SHALL HAVE THE RIGHT TO REJECT THE ENGAGEMENT OF ANY ATTORNEY BASED UPON A CONFLICT OF INTEREST OR ANY OTHER REASONABLE OBJECTION OF THE CITY.

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

D. Limited Waiver of Immunity. Notwithstanding anything to the contrary herein, the City and Company hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the City’s immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE.
Should a court of competent jurisdiction determine the City's immunity from suit is waived in any manner other than as provided in Subchapter 1 of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the City and Company hereby acknowledge and agree that in a suit against the City for breach of this Agreement:

(a) the total amount of money awarded is limited to actual damages in an amount not to exceed the balance due and owed by City under this Agreement;

(b) the recovery of damages against City may not include consequential damages or exemplary damages;

(c) Company may not recover attorney's fees; and

(d) Company is not entitled to specific performance or injunctive relief against the City.

E. No Third-Party Beneficiaries. The provisions of this Section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

F. The Premises is not in an improvement project financed by tax increment bonds.

G. The Premises is not owned or leased by any member of the Irving City Council or any member of the Planning and Zoning Commission of the City.

H. During the term of this Agreement, Company and its Affiliates (or its successors and assigns) shall be subject to all applicable City taxation including but not limited to, sales tax and ad valorem taxation on land, inventory and supplies, subject to the terms and provisions of this Agreement.

I. There shall be no payment of the Grant if the Company or Affiliate is delinquent in any payment of taxes or other obligation to the City. There shall be no payment of the Grant if any real property taxes or business personal property taxes attributable to the Premises or Property is delinquent to the City.

J. Any party's participation in the protest/appeal process of property values through the DCAD does not constitute failure to comply with the terms of this Agreement.

K. Notice. All notices or other communications required or desired to be given with respect to this Agreement shall be in writing and shall be delivered by hand or by courier service, sent by registered or certified mail, return receipt requested, bearing adequate postage, or sent by nationally recognized overnight delivery service (such as Federal Express or UPS), and properly addressed as provided below.
COMPANY:

FOX TELEVISION STATIONS, LLC
400 N. Griffin Street
Dallas, Texas 75202
Attention: Jeff Gurley

With copies to:

FOX TELEVISION STATIONS, LLC
1999 Bundy Drive
Los Angeles, California 90025
Attention: Legal Department

FOX TELEVISION STATIONS, LLC
10201 W. Pico Blvd.
Los Angeles, California 90064
Attention: Fox Real Estate Department

CITY:

CITY OF IRVING, TEXAS
825 W. Irving Boulevard
Irving, Texas 75060
Attention: City Manager

With a copy to:

CITY OF IRVING, TEXAS
CITY ATTORNEY’S OFFICE
825 W. Irving Boulevard
Irving, Texas 75060
Attention: City Attorney
Email: koommen@cityofirving.org

L. **Waiver.** The failure of any Party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy. No waiver by any Party of any term or provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such Party.
M. **Severability.** In the event any section, subsection, paragraph, sentence, phrase or word is held invalid, illegal, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

N. Fee simple title to the land constituting the Premises is owned by Owner, which Premises are located solely within the City limits of the City and solely within the Zone.

O. This Agreement is intended to comply with the requirements of Section 312.204 of the Code and is authorized by the Texas Property Redevelopment and Tax Abatement Act, **TEXAS TAX CODE**, Chapter 312, by the Policy Statement constituting the City's tax abatement guidelines and criteria, and by Resolution No. RES-2020-65 of the City Council of the City of Irving authorizing execution of this Agreement.

P. **Governing Law.** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. This Agreement is performable in Dallas County, Texas.

Q. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the Premises and supersedes all prior understandings and writings, which shall be of no further force or effect upon execution of this Agreement, and this Agreement may be amended or modified only by a writing signed by the City, Owner and Company.

R. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, and all of which together shall comprise but a single document.

REMAINDER OF THE PAGE IS INTENTIONALLY BLANK
EXECUTED the ___ day of __________, 2024.

CITY OF IRVING, TEXAS

By: __________________________
Name: _________________________
Title: __________________________

Approved as to form:

Kuruvilla Oommen
City Attorney
OWNER:

FOX TELEVISION STATIONS, LLC

By: Michael Kaiser
Name: Michael Kaiser
Title: Assistant Secretary

NW COMMUNICATIONS OF TEXAS INC. (D/B/A KDFW)

By: Michael Kaiser
Name: Michael Kaiser
Title: Assistant Secretary

FOX STATION SALES INC.

By: Michael Kaiser
Name: Michael Kaiser
Title: Assistant Secretary

NEW FOX SERVICES LLC

By: Michael Kaiser
Name: Michael Kaiser
Title: Assistant Secretary

[Signatures continue on following page]
FOXCORP HOLDINGS, LLC

By: Michael Kaiser
Name: Michael Kaiser
Title: Assistant Secretary
EXHIBIT A

POLICY STATEMENT
EXHIBIT A

CITY OF IRVING, TEXAS

GUIDELINES AND CRITERIA FOR
TAX ABATEMENT AGREEMENTS

I. General Purpose and Objectives

The City of Irving is committed to the promotion of high-quality development in all parts of the City, and to the ongoing improvement in the quality of life for its citizens. Insofar as these objectives are generally served by the enhancement of the tax base and expansion of the local economy, the City of Irving will, on a case-by-case basis, give consideration to providing tax abatement, pursuant to Chapter 312 of the Texas Tax Code, as amended, as an incentive for economic development in Irving. It is the policy of the City of Irving that consideration will be provided in accordance with the guidelines, criteria and procedures outlined in this document. Nothing herein shall imply or suggest that the City of Irving is under any obligation to provide tax abatement to any applicant. All applicants shall be considered on a case-by-case basis.

II. Criteria

A request for tax abatement shall be submitted to the Irving Economic Development Partnership (IEDP) for review and recommendation to the City Council. The applicant will address the following criteria and provide any other relevant information in a format prescribed by the application materials provided by the IEDP. In responding to the following questions, the applicant should indicate the appropriate time frames in which the proposed events and/or resulting impacts will occur, where applicable. The applicant should endeavor to provide the most accurate estimates possible based upon available information, as these will be used to determine the minimum eligibility requirements of the tax abatement agreement, if approved. The applicant may be asked to describe the methodologies utilized to respond to the questions and to supply supporting documentation. The IEDP application forms may include additional questions deemed necessary by the City.

1. Employment Impact

How many new jobs will be created in Irving? How may existing jobs be retained in Irving? What percentage of new employees will come (a) from outside the City of Irving and (b) from outside the State of Texas? What types of jobs will be created? Are these full or part-time positions? What will be the total projected annual payroll of the newly created jobs? What will be the average annual salary per employee?

2. Proposed Improvements

Identify and describe the kind, number, and location of all proposed improvements to the property and discuss the development schedule of the proposed improvements. Include
a legal description of the Property. What infrastructure construction will be required to serve the proposed project and what is its estimated cost?

3. Fiscal Impact

How much real and personal property value will be added to the tax roll? What will be the payroll of the employees located in the structure within the City of Irving? How much direct municipal sales tax will be generated? How will this proposed project affect existing business and/or other facilities in the City of Irving? What will the cost to the City of Irving be to provide municipal services to the proposed project?

4. Community Impact

What will be the impact on the City of Irving? What involvement will your business have, or continue to have with not-for-profit organizations in Irving, (including school districts)? What will be the M/WBE participation goal, if any, be for the project? The criteria outlined in this section will be used by the City Council to determine whether or not it is in the best interest of the City of Irving to recommend that incentives be offered to a particular applicant. Specific considerations will include the degree to which the individual project furthers the goals and objectives of the community, as well as the relative impact of the project on the community.

Information provided by the applicant in this Section will be used by the City Council to determine whether it is in the best interest of the City of Irving and other affected taxing entities to grant the tax abatement. Specific minimum qualification requirements will be identified in the tax abatement agreement.

III. Procedural Guidelines

Any person, partnership, organization, corporation, or other entity requesting that the City of Irving consider providing tax abatement to encourage location, expansion, or retention of operations within the city limits is required to comply with the following procedural guidelines. If the applicant is not the legal owner of the real property, a three-way contact between that applicant, the legal owner and the City of Irving would be required. Nothing within these guidelines shall imply or suggest that Irving is under any obligation to provide tax abatement in any amount or value to any applicant.

Application Steps

1. Applicant shall submit a complete application on forms provided by the IEDP and pay a filing fee of $1,500.00 to cover publication, notice costs and staff time to review and process. The application shall address all criteria questions outlined in Section II above.

2. An applicant for Real Property tax abatement shall prepare a survey map showing the precise location of the property, all roadways within five hundred (500) feet of the site,
all existing land uses and zoning within five hundred (500) feet of the site and the kind, number, and location of all proposed improvements. A complete legal description of the real property (metes and bounds) shall be provided.

3. The City may request that the applicant provide substantiation of the economic feasibility of the overall project to assist in determining the long-term benefit to the City.

4. The applicant shall complete all forms and provide information detailed in this policy and submit them to the Irving Economic Development Partnership (IEDP).

5. All information in the application package detailed above will be reviewed for completeness and accuracy. Additional information may be requested as needed.

6. The application will be distributed to the appropriate City departments for internal review and comments. Additional information may be requested as needed.

7. Copies of the application package and staff comments may be provided to the City Council.

Consideration of the Application

1. The City Council will consider the tax abatement request at meetings conducted pursuant to the Open Meetings Act. Additional information may be requested as needed.

2. The City Council may consider a resolution calling a public hearing to consider establishment of a reinvestment zone. Notice of a hearing will be published according to the rules outlined in Chapter 312 of the Texas Tax Code.

3. The City Council may hold the public hearing and determine whether the project is "feasible and practical and would be of benefit to the land to be included in the zone and to the municipality" after expiration of the tax abatement agreement.

4. The City Council may consider adoption of an ordinance designating the area described in the legal description of the proposed project as a commercial/industrial tax abatement reinvestment zone.

5. The City Council may consider adoption of a resolution which approves the terms and conditions of an agreement between the City and the applicant that governs the tax abatement.

IV. Certification by Owner of Real or Personal Property

During the term of such agreement, the owner will submit a statement annually on or before January 31, for the calendar year just concluded, certifying compliance with the applicable minimum eligibility requirements of the agreement. In the event, the owner does not timely submit the annual certification, there shall be no tax abatement allowed that year. The City shall have the right, if it deems necessary to examine the Owner’s appropriate books and records, to verify information provided by Owner’s statement.

V. Previous Tax Abatement Agreements Not Affected

The amendment of the Guideline and Criteria for Tax Abatement Agreements shall not affect any tax abatement previously approved by the City of Irving City Council.
CITY OF IRVING

COUNCIL RESOLUTION NO. RES-2024-75

WHEREAS, the City Council, by adoption of Resolution No. 12-1-88-560, has elected to become eligible to participate in tax abatement pursuant to TEXAS TAX CODE, Chapter 312, as amended; and

WHEREAS, state law requires the adoption of a tax abatement policy every two years to remain eligible to enter into tax abatement agreements as economic development incentives;

WHEREAS, the City Council on February 8, 2024, approved Resolution No. 2022-61, adopting Guidelines and Criteria for Tax Abatement agreements, pursuant to TEXAS TAX CODE, Section 312.002;

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

SECTION I. THAT the City Council hereby adopts the Guidelines and Criteria for Tax Abatement Agreements.

SECTION II. THAT the adoption of the Guidelines and Criteria shall have no effect on previously granted tax abatements and the amended criteria and guidelines adopted by this resolution shall expressly govern all subsequent tax abatement agreements.

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 February 8, 2024.

\[Signature\]
RICHARD H. STOPFER
MAYOR

ATTEST:

\[Signature\]
Shanee Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

\[Signature\]
Kuruvilla Oommen
City Attorney
EXHIBIT B

LEGAL DESCRIPTION


BEGINNING AT A POINT FOR CORNER, WITNESSED BY A 1/2" IRON ROD WITH CAP TX NO. 3963 FOUND BEARS N 55°11' 51" W FOR A DISTANCE OF 0.53', AT THE INTERSECTION OF THE NORTHWEST RIGHT OF WAY LINE OF LONGHORN DRIVE (70 FOOT RIGHT OF WAY) WITH THE NORTHEAST RIGHT OF WAY LINE OF STATE HIGHWAY NO. 114 (JOHN W. CARPENTER FREeway, A VARIABLE WIDTH RIGHT OF WAY);

THENENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTHEAST RIGHT OF WAY LINE OF SAID STATE HIGHWAY NO. 114 NORTH 48°34'11" WEST A DISTANCE OF 35.53 FEET TO A 5/8" IRON ROD FOUND;

THENENCE CONTINUING ALONG SAID RIGHT OF WAY LINE NORTH 57°59'10" WEST A DISTANCE OF 615.18 FEET (DEED N 57°56'11" W - 615.58') TO A CONCRETE MONUMENT (BROKEN) FOUND;

THENENCE CONTINUING ALONG SAID RIGHT OF WAY LINE NORTH 66°37'35" WEST A DISTANCE OF 93.08 FEET TO A 1/2" IRON ROD SET;

THENENCE DEPARTING SAID RIGHT OF WAY LINE NORTH 44°37'02" EAST A DISTANCE OF 385.01 FEET (DEED S 44°04'22" W - 384.94') TO A 5/8" IRON ROD FOUND WITH CAP JACOBS ON THE SOUTHWEST RIGHT OF WAY LINE OF ROYAL LANE (110 FOOT RIGHT OF WAY) AND BEING THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT;

THENENCE ALONG SAID RIGHT OF WAY LINE 561.34 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1200.92 FEET, A DELTA OF 26°46'52" AND A CHORD BEARING SOUTH 63°27'30" EAST A DISTANCE OF 556.24 FEET TO A 5/8" IRON ROD FOUND AT THE MOST NORTHERN END OF A CORNER CLIP;

THENENCE SOUTH 33°13'37" EAST ALONG SAID CORNER CLIP A DISTANCE OF 21.60 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTH END OF SAID CORNER CLIP AND BEING IN THE NORTHWEST RIGHT OF WAY LINE OF LONGHORN DRIVE;

THENENCE ALONG SAID RIGHT OF WAY LINE SOUTH 10°45'55" WEST A DISTANCE OF 62.33 FEET TO A 1/2" IRON ROD FOUND WITH CAP TX NO. 3963 AND BEING THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;
THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE 353.83 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 919.93 FEET, A DELTA OF 22°02'14" AND A CHORD BEARING SOUTH 21°47'02" WEST A DISTANCE OF 351.65 FEET TO A POINT FOR CORNER WITNESSED BY A 1/2" IRON ROD FOUND WITH CAP TX NO. 3963 BEARS N 76°09'02" W FOR A DISTANCE OF 0.28';

THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE SOUTH 32°48'10" WEST A DISTANCE OF 7.30 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.731 ACRES OR 249,642 SQUARE FEET OF LAND, MORE OR LESS.

REMAINDER OF THE PAGE IS INTENTIONALLY BLANK
EXHIBIT C

COMPLIANCE CERTIFICATE
Please circle one of the options for each item below before signing and returning the certification (please note any defined terms have the assigned meanings in the Agreement):

I hereby certify that Company and/or Affiliate:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td><strong>DID / DID NOT</strong> [circle one] purchase the Premises by September 30, 2024. As evidenced by the attached documentation [please attach].</td>
</tr>
<tr>
<td>b.</td>
<td><strong>HAS / HAS NOT</strong> [circle one] constructed at least one (1) new office building, that is a minimum of 53,000 Square Feet, at the Premises by December 31, 2026. The square footage of the newly constructed data center building is ________________. As evidenced by a copy of the attached Certificate(s) of Completion. [See attached].</td>
</tr>
<tr>
<td>c.</td>
<td><strong>IS / IS NOT</strong> [circle one] currently occupying the Qualified Facilities with a minimum of 53,000 Square Feet as a broadcasting operation at the Premises. The square footage being occupied by the Company at the Premises is ________________. As evidenced by a copy of the attached Certificate(s) of Occupancy [please attach].</td>
</tr>
<tr>
<td>d.</td>
<td><strong>HAS / HAS NOT</strong> [circle one] created and maintained an Eligible Property Value of at least $30,000,000. As evidenced by a copy of the most recent property tax statement from the Dallas Central Appraisal District [please attach].</td>
</tr>
<tr>
<td>e.</td>
<td><strong>HAS / HAS NOT</strong> [circle one] created and maintained an Eligible BPP Value of at least $20,000,000. As evidenced by a copy of the most recent property tax statement from the Dallas Central Appraisal District [please attach].</td>
</tr>
<tr>
<td>f.</td>
<td><strong>HAS / HAS NOT</strong> [circle one] met all of the Company’s obligations under Section A(ii)(3-9) the Agreement.</td>
</tr>
</tbody>
</table>

**ATTEST:** [please note the signatory must have signatory authority]

Company:

Signature:

Printed Name:

Title:

Date:

This Certificate of Compliance should be mailed to: City of Irving  
Finance Department  
825 W. Irving Blvd  
Irving, TX 75060  

Fox Television Stations, LLC  
Tax Abatement Agreement  
Page C1
CORPORATE CERTIFICATION

I, the undersigned officer of _______________________ (the "Company"), make this certification in connection with the Economic Development Incentive Agreement (the "Agreement") with the City of Irving, Texas (the "City").

I hereby certify as follows as of the date hereof:

1. I am the duly chosen, qualified and acting officer of the Company for the office shown below my signature; as such, I am familiar with the facts herein certified and I am duly authorized to execute and deliver this certificate on behalf of the Company.

2. The Company, and any branch, division, or department of Company, does not and will not knowingly employ an undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government Code, as amended. If, after receiving a Grant under this Agreement, the Company, or a branch, division, or department of the Company, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company shall repay the amount of the Grant with interest, at the rate and according to the other terms provided in the Agreement, not later than the 120th day after the date the City notifies the Company of the violation.

3. To the extent the Agreement represents a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and subject to applicable Federal law, neither the Company nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the Company, as of the date of this certificate, is a company engaged in business with Iran, Sudan, or a foreign terrorist organization or on a list prepared and maintained by the Comptroller of Public Accounts of the State of Texas under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code, as amended. For purposes of this certification, the term "foreign terrorist organization" has the meaning assigned to such term in Section 2252.151 of the Texas Government Code, as amended.

[Execution page follows]
EXECUTED as of this ______ day of ______________, 20____.

By: ______________________________
Name: ______________________________
Title: ______________________________

VERIFICATION

THE STATE OF ______ $
COUNTY OF ______ $

BEFORE ME, the undersigned notary public on this day personally appeared _________________________, on behalf of ______________________________ (Company), who, being duly sworn, stated under oath that he/she has read the foregoing verification and the statements contained therein are true and correct.

SUBSCRIBED AND SWORN TO before me on this ____ day of ______________, A.D., 20____.

______________________________
Notary Public

______________________________
(Typed/Printed Name of Notary)

My Commission Expires:

______________________________

Fox Television Stations, LLC
Tax Abatement Agreement
Page C3
CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On July 17, 2024 before me, Motomi Yuen, Notary Public,

personally appeared Michael Kaiser,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature

INSTRUCTIONS FOR COMPLETING THIS FORM
This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law:
• State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
• Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
• The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
• Print the name(s) of document signer(s) who personally appear at the time of notarization.
• Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they; is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
• The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
• Signature of the notary public must match the signature on file with the office of the county clerk.
  • Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  • Indicate title or type of attached document, number of pages and date.
  • Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
  • Securely attach this document to the signed document with a staple.
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: Tax Abatement Agreement with Fox Station Sales Inc.

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

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

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

   Name: 
   Address: ___________________________ City: ________ Zip: ________
   Email: ___________________________ Telephone: ________________

   Name: 
   Address: ___________________________ City: ________ Zip: ________
   Email: ___________________________ Telephone: ________________

   Name: 
   Address: ___________________________ City: ________ Zip: ________
   Email: ___________________________ Telephone: ________________

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

   Entity Name: 
   Officer, Agent or other Contact: 
   Address: ___________________________ City: ________ Zip: ________
   Email: ___________________________ Telephone: ________________
C. Identity of all lobbyists, attorneys or other consultants to be utilized in seeking or executing the proposed discretionary contract with the City of Irving.

Name: Deloitte Tax LLP
Officer, Agent or other Contact: Steven Carter, Managing Director
Address: 127 Public Square, Suite 3300 City: Cleveland Zip: 44114
Email: stecarter@deloitte.com Telephone: 216-392-5793
☐ Lobbyist ☐ Attorney ☑ Consultant

Name: Alston & Bird
Officer, Agent or other Contact: Nikki H. Fanous, Counsel
Address: 2200 Ross Ave., STE 2300 City: Dallas Zip: 75201
Email: nikki.fanous@alston.com Telephone: 214-922-3466
Name: 
☐ Lobbyist ☑ Attorney ☐ Consultant

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

SECTION IV: INDIVIDUAL, OFFICER, EMPLOYEE OR AGENT SIGNATURE

__________________________ Date: 7/17/2024
Individual, Officer, Employee or Agent

Printed Name: Michael Kaiser
Position: Assistant Secretary Entity: Fox Station Sales, Inc.
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: Tax Abatement Agreement with Fox Television Stations, LLC

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

SECTION III: IDENTITY OF PARTIES AND SUBCONTRACTORS TO THE DISCRETIONARY CONTRACT
A. Individual Parties to the Contract
   (Includes all natural persons who are parties, partners or subcontractors of the contract)

   Name: ____________________________  City: ____________  Zip: ____________  
   Address: ____________________________  
   Email: ______________________________  Telephone: ________________

   Name: ____________________________  City: ____________  Zip: ____________  
   Address: ____________________________  
   Email: ______________________________  Telephone: ________________

   Name: ____________________________  City: ____________  Zip: ____________  
   Address: ____________________________  
   Email: ______________________________  Telephone: ________________

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

   Entity Name: ____________________________  
   Officer, Agent or other Contact: ____________________________  
   Address: ____________________________  City: ____________  Zip: ____________  
   Email: ______________________________  Telephone: ________________
C. Identity of all lobbyists, attorneys or other consultants to be utilized in seeking or executing the proposed discretionary contract with the City of Irving.

Name: Deloitte Tax LLP
Officer, Agent or other Contact: Steven Carter, Managing Director
Address: 127 Public Square, Suite 3300 City: Cleveland Zip: 44114
Email: stevcarter@deloitte.com Telephone: 216.392.5793
☐ Lobbyist ☐ Attorney ☑ Consultant

Name: Alston & Bird
Officer, Agent or other Contact: Nikki H. Fanous, Counsel
Address: 2200 Ross Ave., STE 2300 City: Dallas Zip: 5201
Email: nikki.fanous@alston.com Telephone: 14-922-3466
☐ Lobbyist ☐ Attorney ☑ Consultant

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

SECTION IV: INDIVIDUAL, OFFICER, EMPLOYEE OR AGENT SIGNATURE

[Signature]
Date: 7/17/2024
Individual, Officer, Employee or Agent

Printed Name: Michael Kaiser
Position: Assistant Secretary Entity: Fox Television Stations, LLC

IRVING
TEXAS

DISCRETIONARY CONTRACT DISCLOSURE FORM
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: Tax Abatement Agreement with FoxCorp Holdings, LLC.

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

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

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

Name: ___________________________ Address: ___________________________ City: ___________ Zip: ________
Email: ___________________________ Telephone: ___________________________

Name: ___________________________ Address: ___________________________ City: ___________ Zip: ________
Email: ___________________________ Telephone: ___________________________

Name: ___________________________ Address: ___________________________ City: ___________ Zip: ________
Email: ___________________________ Telephone: ___________________________

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

Entity Name: ___________________________
Officer, Agent or other Contact: ___________________________ Address: ___________________________ City: ___________ Zip: ________
Email: ___________________________ Telephone: ___________________________
C. Identity of all lobbyists, attorneys or other consultants to be utilized in seeking or executing the proposed discretionary contract with the City of Irving.

Name: Deloitte Tax LLP
Officer, Agent or other Contact: Steven Carter, Managing Director
Address: 127 Public Square, Suite 3300 City: Cleveland Zip: 44114
Email: stevecarter@deloitte.com Telephone: 216.392.5793
☐ Lobbyist ☐ Attorney ☑ Consultant

Name: Alston & Bird
Officer, Agent or other Contact: Kiki H. Fanous, Counsel
Address: 2200 Ross Ave., STE 2300 City: Dallas Zip: 75201
Email: nikki.fanous@alston.com Telephone: 214-922-3466
Name: 
☐ Lobbyist ☑ Attorney ☐ Consultant

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

SECTION IV: INDIVIDUAL, OFFICER, EMPLOYEE OR AGENT SIGNATURE

Michael Kaiser
Assistant Secretary
Foxcorp Holdings, LLC

Individual, Officer, Employee or Agent

Date: 7/17/2024
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: Tax Abatement Agreement with New Fox Services LLC.

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

SECTION III: IDENTITY OF PARTIES AND SUBCONTRACTORS TO THE DISCRETIONARY CONTRACT
A. Individual Parties to the Contract
(Includes all natural persons who are parties, partners or subcontractors of the contract)

Name: ___________________________  City: ___________  Zip: ________
Address: ___________________________  Email: ___________________________
Telephone: _______________________

Name: ___________________________  City: ___________  Zip: ________
Address: ___________________________  Email: ___________________________
Telephone: _______________________

Name: ___________________________  City: ___________  Zip: ________
Address: ___________________________  Email: ___________________________
Telephone: _______________________

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

Entity Name: ___________________________
Officer, Agent or other Contact: ___________________________
Address: ___________________________  City: ___________  Zip: ________
Email: ___________________________  Telephone: _______________________

Attachment: New Fox Services LLC - Discretionary Contract Disclosure Form_signed (14772 : 55B Tax Abatement - Fox Television Stations,
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: Deloitte Tax LLP
Officer, Agent or other Contact: Steven Carter, Managing Director
Address: 127 Public Square, Suite 3300 City: Cleveland Zip: 44114
Email: stevcarter@deloitte.com Telephone: 216-392-5793
☐ Lobbyist ☐ Attorney ☐ Consultant

Name: Alston & Bird
Officer, Agent or other Contact: Nikki H. Fanous, Counsel
Address: 2200 Ross Ave., STE 2300 City: Dallas Zip: 75201
Email: nikki.fanous@alston.com Telephone: 214-922-3466
☐ 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

Signature: [signature] Date: 7/17/2024
Individual, Officer, Employee or Agent

Printed Name: Michael Kaiser
Position: Assistant Secretary Entity: New Fox Services, LLC
DISCRETIONARY CONTRACT DISCLOSURE FORM

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

SECTION II: PROJECT

A. Project Description: Tax Abatement Agreement with NW Communications of Texas Inc.

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

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

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

Name: ____________________________ Address: ____________________________ City: ____________ Zip: ____________
   Email: ____________________________ Telephone: ____________

Name: ____________________________ Address: ____________________________ City: ____________ Zip: ____________
   Email: ____________________________ Telephone: ____________

Name: ____________________________ Address: ____________________________ City: ____________ Zip: ____________
   Email: ____________________________ Telephone: ____________

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

   Entity Name: ____________________________
   Officer, Agent or other Contact: ____________________________
   Address: ____________________________ City: ____________ Zip: ____________
   Email: ____________________________ Telephone: ____________
C. Identity of all lobbyists, attorneys or other consultants to be utilized in seeking or executing the proposed discretionary contract with the City of Irving.

Name: Deloitte Tax LLP
Officer, Agent or other Contact: Steven Carter, Managing Director
Address: 127 Public Square, Suite 3300 City: Cleveland Zip: 44114
Email: stevecarter@deloitte.com Telephone: 216-392-5793
☐ Lobbyist ☐ Attorney ☑ Consultant

Name: Alston & Bird
Officer, Agent or other Contact: Nikki H. Fanous, Counsel
Address: 2200 Ross Ave., STE 2300 City: Dallas Zip: 75201
Email: nikki.fanous@alston.com Telephone: 214-922-3466
☐ Lobbyist ☐ Attorney ☑ Consultant

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

SECTION IV: INDIVIDUAL, OFFICER, EMPLOYEE OR AGENT SIGNATURE

Michael Kaiser
Assistant Secretary
NW Communications of Texas, Inc.

Individual, Officer, Employee or Agent

Date: 7/17/2024

DISCRETIONARY CONTRACT DISCLOSURE FORM
— Public Hearing and Designating Approximately 5.731 Acres of Land Located at 2203 Royal Lane as Tax Abatement Reinvestment Zone No. 61

— Approving a Tax Abatement Agreement Between the City of Irving, Fox Television Stations, LLC, NW Communications Of Texas Inc. (D/B/A KDFW), Fox Stations Sales Inc., New Fox Services LLC, and FoxCorp Holdings, LLC., in an Amount Dependent Upon Annual Qualifications
Fox Television Stations, LLC is requesting economic development incentives in support of the following:

**Proposed project:**

- Construction of a new 53,000 SF office building at 2203 W. Royal Lane ("Premises")
- Create/ relocate approximately 164 over five years (150 in Year 1) new to Irving jobs with an average annual salary of at least $117,000 (not including benefits) to the Premises
- Invest approximately $34,000,000 in Capital Improvements to construct the new office building at the Premises
- Invest approximately $32,000,000 in Business Personal Property owned by Company and located at the Premises
Fox Television Stations, LLC – Project Map

2203 W. Royal Lane

Picture: Dallas Appraisal District
Fox Television Stations, LLC – Site Map/Renderings
The following economic development incentive is recommended to support the proposed project:

Recommended Incentives:

- A 50% property tax abatement of the net new Maintenance and Obligations (M&O) taxes on the Real Property Improvements owned by the Company and/or Company Affiliate(s), at 2203 W. Royal Lane for 10 years upon achievement of all Minimum Qualifications annually.
Fox Television Stations, LLC – Recommended Incentives

Minimum Qualifications to be achieved by the Company and/or Company Affiliate(s) by January 1, 2027:

- Purchase the real property at the Premises by September 30, 2024;
- Construct one (1) new office building, totaling at least 53,000 SF, at the Premises by December 31, 2026.
- Occupy at least 53,000 SF of the Premises as the new broadcasting operations by December 31, 2026, and maintain for at least ten (10) continuous years.
- Increase the taxable value of the Real Property Improvements owned by the Company and/or Company Affiliate(s), at the Premises by at least $30,000,000 over the 2024 DCAD certified taxable value by January 1, 2027
- Increase the taxable value of the Business Personal Property owned by the Company and/or Company Affiliate(s), at the Premises by at least $20,000,000 over the 2024 DCAD certified taxable value by January 1, 2027

Recommended Incentives
Fox Television Stations, LLC – Recommended Incentives

Additional Items to Note:

— All Minimum Qualifications must be achieved and maintained throughout the term of the agreement. Agreement term ends June 30, 2038

— The Named Company Affiliates will be allowed to help achieve the Minimum Qualifications

— Increases in property values shall be over certified 2024 taxable values

— Standard recapture provisions will apply
Recommendations

- Designate Approximately 5.731 Acres of Land Located at 2203 Royal Lane as Tax Abatement Reinvestment Zone No. 61

- Approving a Tax Abatement Agreement Between the City of Irving, Fox Television Stations, LLC, NW Communications Of Texas Inc. (D/B/A KDFW), Fox Stations Sales Inc., New Fox Services LLC, and FoxCorp Holdings, LLC., in an Amount Dependent Upon Annual Qualifications
THANK YOU

CityofIrving.org

@TheCityofIrving
Resolution -- 2024-06-5306 - Considering a Request for a Temporary Use Permit to Allow Operation of a Circus to Exceed the Maximum Allowed 30 Days Within a Calendar Year - 3602 W. Airport Freeway

Administrative Comments
1. Owner: Mall Ground Portfolio, LLC (Irving Mall)
   Applicant: Delman Circus
2. The applicant is seeking approval of a Temporary Use Permit to operate a Circus that **exceeds the maximum 30 days** in a calendar year at 3602 W. Airport Freeway in the parking lot between Irving Mall and State Highway 183.
3. Section 1.19 of the Unified Development Code regulates Temporary Uses.
   a. Section 1.19.2 states that temporary use permits may be administratively issued for carnivals, circuses, and fairgrounds for up to 30 days.
   b. Section 1.19.3 states that the City Council can grant temporary uses for uses over 30 days and up to 180 days.
4. The 30 days are measured on a rolling calendar. In October, Irving Mall will have **eight (8) available days in the rolling year where 21 days are needed, exceeding the maximum allowed by 13 days**.
5. The applicant, Delman Circus, intends to occupy the site for 21 days from October 8, 2024 to October 29, 2024, with performances from October 11, 2024 through October 28, 2024.
6. The group’s attendance projections are for a total of approximately 3,375 people over the duration of the Temporary Use Permit, with peak attendance being approximately 375 people over 3 shows on each Sunday (October 13, 20, and 27).
7. The site plan is anchored by a “big top” styled tent and a series of eleven (11) “RVs” for staff accommodations, with indoor and outdoor experiences throughout the venue. One on-site concession trailer will be available; however, there will be no alcohol sales.
8. All fire lanes will be maintained for the duration of the event. Additionally, all parking must be contained on-site and off of any state or local roadways.
9. Five temporary restrooms will be available.
10. Separate permits will be required for the tents.
11. Staff from Fire, Police, Inspections, and Traffic and Transportation have reviewed the application.

Recommendation
Approval of the Resolution
ADDITIONAL COMMENTS:

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

ATTACHMENTS:

Exhibit A - Site Plan (PDF)
Applicant's Supporting Documents (PDF)
Council Presentation (PDF)

CURRENT YEAR FINANCIAL IMPACT:

N/A

REVISION INFORMATION:

Prepared: 7/10/2024 10:24 AM by Kenneth Bloom
Last Updated: 7/23/2024 12:09 PM by Jocelyn Murphy
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT a "Temporary Use Permit" be granted for a circus on that portion of the property described more particularly on Exhibit "A" attached hereto for the period of time beginning October 8, 2024, through October 29, 2024.

SECTION II. THAT the Building Inspector of the City of Irving, Texas, is directed to issue such permits or certificates of occupancy necessary to effect the intent of this resolution.

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 August 1, 2024.

______________________________
RICHARD H. STOPFER
MAYOR

ATTEST:

______________________________
Shanae Jennings
City Secretary/Chief Compliance Officer

APPROVED AS TO FORM:

______________________________
Kuruvilla Oommen
City Attorney
Dear City Council members and City Officers,

The Delman Circus has Irving Mall’s Authorization to set up and operate their circus at the Irving Mall with address 3880 Irving Mall, Irving Texas. The Delman Circus performing dates are 18 days:

From 10/11/24 Through 10/28/24

This authorization is contingent to Irving’s City Council consideration and approval of the Delman Circus’ Special Permit as outlined under

TEMPORARY USE ORDINANCE

1. Section 1.19.1(d) This Letter of authorization as evidence of the owners or managers authorizing the use purpose
2. Section 1.19.2 (b) Circus and
3. Section 1.19.3 Uses of Greater than 30 days.
   On bullet number 3, the Delman Circus is applying to be allowed to have their circus operate 18 days at the Irving’s Parking Lot beyond the City’s imposition of Irving Mall’s allowed to hold events for a total of only 30 days a year.

Thank you for your kind help and attention during the process of this application.

Any questions regarding this authorization please call me at 915-820-3768

Very respectfully,
Rolando Perez

Longview and Irving Mall
Leasing Manager.
915-820-3768
rperez@wpgus.com
REGISTERED FLAME RESISTANT PRODUCT

Product: MEGAFLEX 800

Registration No. F-87001

Product Marketed By:
MEMBRANAS PLASTICAS INTERNACIONALES, S.A.
KM. 10.5 CARRET. SAN LUIS, MEXICALI
BAJA CALIFORNIA, MEXICO

This product meets the minimum requirements of flame resistance established by the California State Fire Marshal for products identified in Section 13115, California Health and Safety Code.

The scope of the approved use of this product is provided in the current edition of the CALIFORNIA APPROVED LIST OF FLAME RETARDANT CHEMICALS AND FABRICS, GENERAL AND LIMITED APPLICATIONS CONCERNS published by the California State Fire Marshal.
Star = Emergency Light location
1. Exit Door Size is about 8 ft
2. Aisle With is about 8 ft
3. Aisle With between Red & Blue chairs is about 5 ft
4. Emergency lights locations identified with the stars.
5. Distance from red section to the Exit is about 20 ft
6. Crowd Control Will be provided.

10 Maximum capacity: 600 Attendees
Temporary use permit 2024-06-5306

- 3602 W. Airport Fwy. (Irving Mall)
- **Current Zoning:** C-C “Community Commercial”
- **Request:** Allow a Circus to **Exceed the Maximum Allowed 30 Days within a Calendar Year by 13 days**
- **Staff Recommendation:** Approval
Temporary Use Allowances

1.19.2 - Uses Not to exceed 30 days.

The following uses, which are classified as temporary uses, may be permitted by the department of inspections in any district, subject to the restrictions set out in this section and in compliance with all other ordinances of the city, **not to exceed a period of thirty (30) days**, unless a greater time period is set out below.

a) Carnivals
b) Circus

1.19.3 - Uses for greater than 30 days.

Upon application being made therefore, the City Council may, by special permit, approve the use of any property for the foregoing temporary uses or any other temporary use **not to exceed one hundred eighty (180) days**, under such conditions and restrictions as the City Council shall determine.
Subject Property (Irving Mall South Parking Lot)
Ordinance -- CP23-0016 - Considering a Comprehensive Plan Amendment Changing the Future Land Use Category from "Local Commercial" and "Traditional Neighborhood" to "Compact Neighborhood" - Approximately 1.31 Acres Located at 1221 and 1225 Senter Road

Administrative Comments

1. The Planning and Zoning Commission recommended denial on July 1, 2024 by a vote of 8-0.
   Commissioners in support of recommendation for denial: Skinner, Prichard, Haacke, Vigliante, Myrick, Lightfoot, Reyes, Sanguino
   Commissioner absent: Denny

2. Owners/Applicant: Metro RealEdge LLC (Milan and Indra Poudel)

3. The subject property is an approximately 182 ft. wide by 316 feet deep, 1.31-acre vacant tract. The Imagine Irving Comprehensive Plan Future Land Use Map recommends Traditional Neighborhood (1221 Senter Rd.) and Local Commercial (1225 Senter Rd.) uses for the subject property.

4. The Traditional Neighborhood land use category is described as a “Predominantly residential area with the appearance of traditional single-family detached homes or duplexes with some mix of non-residential uses at intersections of collector or arterial streets.

5. The Local Commercial land use category is described as a “Neighborhood serving commercial areas along collector or minor arterial roads in close proximity and safely walkable from nearby residences.” This category was likely chosen due to the location of commercial property to the northeast of the site, and the proximity to the intersection with Shady Grove Road.

6. In conjunction with the companion zoning case (ZC23-0047), the applicant seeks to change the future land use to Mid-density Residential, being described as a “Medium density residential areas typically five stories or less. New structures should be high quality construction sited near public transportation nodes, arterial streets or in proximity to mixed use areas. Pedestrian-oriented buildings and streets are preferred.” The companion zoning case seeks to rezone the property to allow multi-unit townhouse style development.

7. Half of the property has a non-residential Future Land Use category (“Local Commercial”); however, all of the surrounding property is categorized as “Traditional Neighborhood” or “Compact Neighborhood” or is zoned for residential uses. Therefore, evaluation of the amendment to the Future Land Use Map is based on both the residential-to-residential and the non-residential-to-residential criteria.
8. The Future Land Use Map Interpretation Policies under Goal 1 of the Land Use + Urban Design Section of the 2017 Imagine Irving Comprehensive Plan requires that, if an area that is designated and/or developed as **residential desires to transition to another residential use**, the City of Irving should require the following:

   a. The area is **physically appropriate** (i.e., size, shape, etc.) for the proposed residential use.

   b. The area **provides adequate access and parking capacity** required for the proposed residential development.

   c. The rezoning **does not create any foreseeable negative impacts on the adjacent uses**.

9. The applicant’s letter of justification states that the proposed change meets these stipulations, with corresponding staff comments as follows:

   a. The property is suited in size, shape, and location for residential use.

   b. The property is to the rear of two recently constructed single-family residences and part of a larger predominantly residential area.

   c. The rezoning does not result in a shortage of land available in the immediate area for non-residential development.

   d. There is no remaining residual property left from this development and it continues the expansion of residential housing in the area.

10. The Future Land Use Map shows the developed properties to the north and developed as duplexes categorized as “Compact Neighborhood”. Vacant properties to the north are categorized as “Local Commercial” but are zoned for single family and have recently been sold to BCDC for residential homes. Developed property with homes and a church to the west and south is categorized as “Traditional Neighborhood”. The nearest properties categorized as “Mid-density Residential” are over ¼-mile away to the southwest along Hilltop Drive. Accordingly, staff does not believe the proposed future land use category is appropriate at this location.

11. Since the proposed amendment does not meet the criteria in the adopted Imagine Irving Comprehensive Plan, staff cannot support this request.

12. A total of 36 public notices were mailed. Staff received no responses in support and one (1) response in opposition.

13. **On July 18, the applicant submitted a request to withdraw this case.**

**Staff Recommendation**

The Council accept the applicant’s request to withdraw the case.

**ADDITIONAL COMMENTS:**

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<th>Contract Required:</th>
<th>Review Completed By:</th>
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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)
- Notification Map (PDF)
- Notification List (PDF)
- Justification Letter (PDF)
- Public Comments in Opposition (PDF)
- Protest Analysis Map (PDF)
- Withdrawal Request (PDF)
- Council Presentation (PDF)
- Draft Planning and Zoning Commission Minutes (PDF)

CURRENT YEAR FINANCIAL IMPACT:

NONE

REVISION INFORMATION:

Prepared: 11/3/2023 09:13 AM by Jason Gillis
Last Updated: 7/26/2024 08:16 AM by Kenneth Bloom
ORDINANCE NO. (ID # 14195)

AN ORDINANCE AMENDING THE CITY OF IRVING 2017 IMAGINE IRVING COMPREHENSIVE PLAN (ORD 2016-9869) BY CHANGING THE DESIGNATION OF PROPERTY AT 1221 & 1225 SENTER ROAD FROM TRADITIONAL NEIGHBORHOOD AND LOCAL COMMERCIAL TO MID-DENSITY RESIDENTIAL; 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 denial of the requested Comprehensive Plan Amendment on July 1, 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 at 1221 & 1225 Senter Road, described in the attached Exhibit A, from Traditional Neighborhood and Local Commercial to Mid-density Residential.

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 ZONING
CASE ZC23-0047
AND
COMPREHENSIVE PLAN AMENDMENT
CP23-0016

BEING all of Lot 1 & 2, Block A, Caster Estates No. 6 Addition
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: Thursday, July 27, 2023

Vicinity Map
Zoning Case
No: ZC23-0047
City of Irving

City of Irving
Vicinity Map
Zoning Case
No: ZC23-0047
City of Irving

Aerial View Map
No: ZC23-0047

Property Under Consideration

Geographic Information Systems (GIS) Disclaimer/Limitation of Liability:
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Date: Thursday, July 27, 2023

Packet Pg. 574
Geographic Information Systems (GIS) Disclaimer/Limitation of Liability:
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Date: Thursday, July 27, 2023

City of Irving
Future Land Use Map
Zoning Case
No: ZC23-0047

Attachment: Future Land Use Map (14195-56-Cp23-0016)
City of Irving
Notification Map
Zoning Case
No: ZC23-0047
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City of Irving
Notification List
Zoning Case No: ZC23-0047
Date: 10/25/2023

To the City of Irving
Planning & Zoning Department
825 W. Irving Blvd
Irving, Texas 75060

Dear Planning & Zoning Officer,

I would like to request for a zone change for the Property 1221 & 1225 Senter St, Irving TX76050 which is currently zoned as R3.5 & Community Commercial refer exhibit A to R2.5 Zoning where my client want to develop one 4 plex and two 3 plex as shown in the plans. Please consider the following factors

- Currently part of the land is designated R3.5 and Part is Community Commercial. The location of the land is more suitable for the residential use compare to community commercial.
- The proposed land use change is in line with the overall development plan for the community. It addresses the growing need for compact residential need in the area which is currently lacking in the area. This development will lead to several community benefits, including increased housing options, employment opportunities, and access to essential services.
- The change in land use will contribute significantly to the local economy. It will promote investment and generate tax revenue for the city. This development will foster economic growth of the area.
- Our proposal adheres to the requirements and standards set forth in Zone R2.5. We have taken into account the specified setbacks, height restrictions, and other zoning regulations. Our project has been designed to blend seamlessly with the existing character of the neighborhood while ensuring the safety and well-being of its future occupants.
- We are committed to sustainability and environmental responsibility. Our project incorporates green building practices and is designed to minimize its ecological footprint.
- Our development plan reflects a strong commitment to social responsibility. It promotes inclusivity, diversity, and affordable housing options for the community, addressing the housing affordability issue.

The proposed future land use in Zone R2.5 represents a thoughtfully planned and well-executed project that aligns with the best interests of the community, local regulations, and the long-term sustainability of the area. We kindly request your consideration and approval of this proposal.

Thank you
Respectfully

Prabin KC
Project Manager
PUBLIC COMMENT FORM  
(CP23-0016, ZC23-0047, and MF23-0005 – 1221 & 1225 Senter Road)  
*** Please type or use black ink ***

Planning Department  
PO Box 152288  
Irving, Texas  75015-2288  
or  
planning@cityofirving.org

____ I am FOR Comprehensive Plan Future Land Use Amendment CP23-0016 as explained on the attached public notice.

____ I am AGAINST Comprehensive Plan Future Land Use Amendment CP23-0016 as explained on the attached public notice.

____ I am FOR Zoning Case ZC23-0047 and MF23-0005 as explained on the attached public notice.

✓ I am AGAINST Zoning Case ZC23-0047 and MF23-0005 as explained on the attached public notice.

Date, Location & Time of:

PLANNING & ZONING COMMISSION MEETING:  
Monday, July 1, 2024, 7 p.m.  
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING:  
Tuesday, August 1, 2024, 7 p.m.  
City Hall, 825 W. Irving Blvd., Irving, Texas

Name:  
Michile Okeefe  
(please print)

Address:  
110 W. 14th Street Irving, TX 75060

Tax Account (DCAD) Number (if shown on enclosed map):

Signature:  
Michile Okeefe

Date:  
06/23/2024

Phone (optional):

Please provide comments explaining the reasons for your support or opposition:

Keep it from being overcrowded.

 ____________________________  
JG
City of Irving
Protest Analysis Map
Zoning Case
No. ZC23-0047

Total Area within 200’
(Excluding Subject Parcel) = 7.4266

Total Area Protesting = 0.1856 AC
Percentage of Area Protesting = 2.50%

200 Ft Protest Calculation Boundary
From: PRABIN KC < >  
Sent: Thursday, July 18, 2024 1:32 PM  
To: planning <planning@cityofirving.org>; Jason Gillis <jgillis@cityofirving.org>  
Cc: Milan Poudel < >  
Subject: [External] ZC23-0047/MF23-0005/CP23-0016

USE CAUTION when clicking links & opening attachments!

Good afternoon ,

We had an internal conversation about the current 23-0047/MF23-0005/CP23-0016 and decided to withdraw current application. We are re-evaluation the will re-apply as soon as we come up with the plan in future.

We appreciate your support.

Thank you
Prabin KC, P.E.*
Principal/Engineering Manager

Innovative Design & Construction, LLC-TBPE Firm No. F-23919
Cell: (409) 225-7515 , Office: (682) 445-9286
*TX, NM,OK

1300 White Squall Trl , Arlington , Texas 76005
Comprehensive Plan Amendment CP23-0016

- 1221 and 1225 Senter Road
- **From:** “Traditional Neighborhood” (1221 Senter Rd.) and “Local Commercial” (1225 Senter Rd.)
- **To:** “Mid-Density Residential”
- **Staff Recommendation:** Denial
- **P&Z Recommendation:** Denial 8-0
- **Public Comment Forms:** None in support and one (1) in opposition (2.50%)
- The applicant withdrew this case on July 18.
Existing and Proposed Future Land Use

Existing: Traditional Neighborhood (1221 Senter Rd.)
- Predominantly residential area with the appearance of traditional single-family detached homes or duplexes with some mix of non-residential uses at intersections of collector or arterial streets.
- Likely Compatible Zoning: R-40, R-15, R-10, R-7.5, R-6, R-3.5, R-MH

Existing: Local Commercial (1225 Senter Rd.)
- Neighborhood serving commercial areas along collector or minor arterial roads in close proximity and safely walkable from nearby residences.
- Likely Compatible Zoning: P-O, C-O, C-N

Proposed: Mid-density Residential
- Medium density residential areas typically five stories or less. New structures should be high quality construction sited near public transportation nodes, arterial streets or in proximity to mixed use areas. Pedestrian-oriented buildings and streets are preferred. Net units per acre: 18-50
- Likely Compatible Zoning: R-MF-1, R-MF-2, R-MF-O, R-XF
Criteria for Change of Future Land Use:

The Future Land Use Map Interpretation Policies of the Imagine Irving Comprehensive Plan requires that, if an area that is designated and/or developed as residential desires to transition to a different residential use, the City of Irving should require the following:

1. The area is **physically appropriate** (i.e., size, shape, etc.) for the proposed residential use.
2. The area **provides adequate access and parking capacity** required for the proposed residential development.
3. The rezoning **does not create any foreseeable negative impacts** on the adjacent uses.

**Staff does not believe items 1 and 3 above are met.**

FROM: Local Commercial & Traditional Neighborhood

TO: Mid-Density Residential

Chair Skinner read the item into the record. He then called on the applicant.

Milan Poudel, 12929 Sweet Bay Drive, requests multi-family for 9 units.

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 Sanguino expressed his concern on the location of the land being between single-family. For that reason, he can't support this case.

Commissioner Sanguino moved to approve Comprehensive Plan Amendment Case #CP23-0016 to the City Council with a recommendation of denial. Commissioner Prichard seconded the motion. There was no discussion of the motion. The motion carried unanimously.

Ayes: Joshua Skinner, Terry Prichard, Debbi Haacke, Priscilla Vigliante, April Myrick, Alicia Reyes, Ricky Lightfoot, Gerald Sanguino

Absent: Daniel Denny
AGENDA ITEM SUMMARY

Meeting: 8/1/2024
Recommendng Department: Planning

Ordinance -- ZC23-0047 and MF23-0005 - Considering a Zoning Change from R-6 “Single-Family Residential 6” and R-3.5 “Two-Family Residential 3.5” to S-P-1 (R-2.5) “Detailed Site Plan – Four-Family Residential” with Variances to Sections 2.4.14 and 3.13 of the Unified Development Code Including But Not Limited to Minimum Side Yard Setback, Minimum Rear Yard Setback, and Minimum Landscaping Requirements - Approximately 1.31 Acres Located at 1221 and 1225 Senter Road

Administrative Comments

1. The Planning and Zoning Commission recommended denial on July 1, 2024 by a vote of 8-0.

Commissioners in support of recommendation for denial: Skinner, Prichard, Haacke, Vigliante, Myrick, Lightfoot, Reyes, Sanguino

Commissioner absent: Denny

2. Owner/Applicant: Metro RealEdge LLC

Zoning Case ZC23-0047

3. The applicant is requesting a zoning change and approval of a Multifamily Concept Plan to develop a vacant lot with two multi-unit townhouse-style buildings on a 1.31-acre site. The property is near the intersection of West Shady Grove Road and Senter Rd. It is a strip of land between duplex uses to the north, single family to the south, and a church to the west. A portion of Fritz Park is located to the east across Senter Road.

4. The applicant is proposing one four-plex and one five-plex on the same lot for a total of nine (9) units. This will result in a density of seven (7) units per acre. The R-MF-2 district allows a maximum density of 18 units per acre. All nine units will have three bedrooms and be approximately 1,400 square feet. The units will be designed similar to townhomes where each will have a front door on the ground level and the upper levels will be part of the same unit. These are multifamily because all the units are on one lot with one ownership and are not intended to be divided into separate lots or sold individually.

5. No variances to the R-MF-2 standards are required. Other variances from the multifamily standards are listed in the evaluation of the Multifamily Concept Plan (MFCP) section of this report.

Community Framework Plan

6. The applicant provided a required Community Framework Plan (CFP) with the purpose of evaluating the location of any proposed multifamily development in context with the location of amenities and services that are necessary to accommodate such a development.
7. The CFP shows there are several recreation centers, parks, retail, and schools within one to two miles of the subject property.

**Multifamily Concept Plan MF23-0005**

8. The Multifamily Concept Plan (MFCP) ensures compliance with Section 3.13 (Multifamily Development Standards). Variances from these standards may be requested as part of the MFCP.

9. The applicant is proposing a **2-story four-plex** (“Block A” on the Multifamily Concept Plan) and a **two-story five-plex building** (“Block B” on the Multifamily Concept Plan) on 1.31 acres, with a total lot density of 7 units per acre.

10. Based on the unit mix, a minimum of 23 parking spaces are required. The proposed Multifamily Concept Plan establishes a requirement that each unit will have a 20-ft. by 20-ft. two-car garage and will meet the required parking count. Additionally, 13 guest parking spaces will be located adjacent to the five-plex (“Block B”). A total of 31 parking spaces are provided for the nine units (2 per each in 9 units = 18 + 13).

11. As the development is not a typical multi family configuration, the following variances are being requested from the Multifamily Development Standards (Section 3.13 of the Unified Development Code).

<table>
<thead>
<tr>
<th>Standard</th>
<th>Required</th>
<th>Provided</th>
<th>Requested Variance</th>
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</thead>
<tbody>
<tr>
<td>Minimum North Side Setback from Single-family Zoned Property Sec. 3.13.2(d)(5)(d)</td>
<td>75 Feet from single-family or 3x height, whichever is greater</td>
<td>40 Feet</td>
<td>-35 Feet</td>
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<tr>
<td>Minimum East Side Setback from Single-family Zoned Property Sec. 3.13.2(d)(5)(d)</td>
<td>75 Feet from single-family or 3x height, whichever is greater</td>
<td>55 Feet</td>
<td>-20 Feet</td>
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<tr>
<td>Minimum Rear Setback from Single-family Zoned Property Sec. 3.13.2(d)(5)(d)</td>
<td>75 Feet from single-family or 3x height, whichever is greater</td>
<td>18 Feet</td>
<td>-57 Feet</td>
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<tr>
<td>Landscape Buffer Adjacent to Principle Buildings Sec. 3.13.2 (8)(d)</td>
<td>12 feet</td>
<td>0 feet</td>
<td>12 feet</td>
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</table>

12. Staff from Traffic and Transportation, Fire, Water Utilities, CIP, and Inspections have reviewed the request and have no comments.

13. While the proposed density is compatible with the adjacent uses, the design of the project does not overall fit with the existing neighborhood. The applicant’s plan as currently construed includes extensive paving, and requires several variances to the landscaping, open space and single-family residential setback requirements. **Furthermore, the project does not comply with the Comprehensive Plan Future Land Use Map, nor can Staff support the requested Future Land Use Amendment (Case # CP23-0016).** Additionally, the development is not a good
transition of use between single-family residential uses in the area. Therefore, staff cannot support this case.

14. A total of 36 public notices were mailed. Staff received no responses in support and one (1) in opposition to this request.

15. **On July 18, the applicant submitted a request to withdraw this case.**

**Staff Recommendation**

The City Council accept the applicant’s request to withdraw this case.

**ADDITIONAL COMMENTS:**

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<tr>
<td>Previous Action:</td>
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<td>Discretionary Contract Disclosure Form Required:</td>
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**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: Concept 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)
- Letter of Intent  (PDF)
- Elevations  (PDF)
- Council Presentation  (PDF)
- Draft Planning and Zoning Commission Minutes  (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

NON

**REVISION INFORMATION:**

Prepared: 11/3/2023 09:07 AM by Jason Gillis
Last Updated: 7/26/2024 08:15 AM by Kenneth Bloom
ORDINANCE NO. (ID # 14193)

ZONING CASE NO. ZC23-0047
ZONING CLASSIFICATION – R-MF-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 CASTER ESTATES NO.6 ADDITION, LOCATED AT 1221 & 1225 SENTER ROAD FROM R-3.5 “TWO FAMILY RESIDENTIAL” AND R-6 “SINGLE-FAMILY RESIDENTIAL 6” TO R-MF-2 “MULTI-FAMILY RESIDENTIAL 2”; APPROVING MULTIFAMILY CONCEPT PLAN MF23-0005; 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 July 1, 2024;

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; 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 ZC23-0047, changing the zoning classification of certain property located at 1221 & 1225 Senter Road, described in Exhibit A attached hereto, from R-3.5 “Two-family Residential” and R-6 “Single-family Residential 6” to R-MF-2 “Multi-family Residential 2”.

SECTION 2. That the Irving City Council hereby approves Exhibit B: Multifamily Concept Plan 2024-101-MFCP, described in Exhibit A attached hereto, which reflects a deviation from the requirements of Section 3.13 of the City of Irving Unified Development Code (Multifamily Development) as follows:
a) A decrease to the minimum side yard setback from single-family zoned property on the north side of the subject property by allowing a minimum setback of 40 feet;

b) A decrease to the minimum side yard setback from single-family zoned property on the south side of the subject property by allowing a minimum of 55 feet;

c) A decrease to the minimum rear yard setback from single-family zoned property on the east side of the property by allowing a minimum setback of 18 feet; and

d) A decrease to the minimum required landscape buffer adjacent to principal buildings by allowing a minimum buffer of zero (0) feet.

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
ZC23-0047,
Multi-Family Concept Plan
MF23-0005,
And
COMPREHENSIVE PLAN AMENDMENT
CP23-0016

BEING all of Lot 1 & 2, Block A, Caster Estates No. 6 Addition
PROJECT SUMMARY:

THIS PROJECT IS A MULTI-FAMILY DEVELOPMENT, WITH ALL NEW UTILITIES INSTALLED UNDERGROUND.

THIS PROPERTY HAS TWO BLOCKS WITH 3 BEDROOM PLANNED WITH 9 UNITS IN TOTAL.

OPEN SPACE

TYPES OF OPEN SPACE | REQUIRED | PROVIDED
--- | --- | ---
OPEN SPACE (GROSS) | 30% OF SITE - 17,066 SQ.FT. | 31.2% OF SITE - 17,777.101 SQ.FT.
OPEN SPACE (USABLE) | 25% OF NET FLOOR AREA - 1,402.925 SQ.FT. | 25% OF NET FLOOR AREA - 1,402.925 SQ.FT.

TABLE: OPEN SPACE (USABLE)

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<td>1400 PER UNIT</td>
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<tr>
<td>3 BED</td>
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<td>1400 PER UNIT</td>
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PARKING REQUIRED

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PROPOSED UNIT

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<td>TOTAL UNITS REQUIRED</td>
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CHILDREN PARK PLAYGROUND

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<td>SLIDE</td>
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<td>SANDBOX</td>
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<td>BASKETBALL</td>
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GROSS OPEN SPACE DETAIL

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<td>CONC PAD</td>
<td>1,800.00 SF</td>
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TOTAL OPEN AREA PROVIDED

22,044.34 SF

VARIANCE CHART

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</table>

CONSTRUCTION DRAWING NUMBER: A1

ISSUED FOR PRE-DEVELOPMENT REVIEW:

07/10/2024

CHECKED BY: PRABIN KC

TX P.E. # 112999 ON 07/10/2024.

NOT TO BE USED FOR ANY OTHER PURPOSE.

IRVING, TEXAS 75060

ARLINGTON, TEXAS 76005

PROJECT INFO.

OWNER AND CONSULTANT:

METRO REALEAGE LLC

1221 & 1225 SENTER RD.

IRVING, TEXAS 75060

ENGINEER:

1300 WHITE SQUALL TRL

ARLINGTON, TEXAS 76105

PH: (409) 225-7151

PROJECT: ZC23-0047

DATED: 07/10/2024

DRAWN BY:

EULESS TX 76040

CHECKED BY:

PRABIN KC

TX P.E. # 112999 ON 07/10/2024.

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DATED: 07/10/2024

DRAWN BY:

EULESS TX 76040

CHECKED BY:

PRABIN KC

TX P.E. # 112999 ON 07/10/2024.
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.

Vicinity Map
Zoning Case
No: ZC23-0047
City of Irving

1:125,000

Case Location
City of Irving
Future Land Use Map
Zoning Case
No: ZC23-0047

Legend
- Case Boundary
- Municipal Boundary
- Future Land Use
  - Residential Categories
    - Traditional Neighborhood
    - Mid Density Residential
  - Mixed Use Categories
    - Transit Oriented Development
    - Main Street/Downtown
  - Non-Residential Categories
    - Local Commercial
    - Regional Commercial
    - Business/Office
    - Manufacturing/Warehouse
    - Industrial
    - Public/Semi-Public
    - Open Space
    - DFW Airport
- DNL Contour
  - 65
  - 70
  - 75

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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: Thursday, July 27, 2023

Attachment: Future Land Use Map (14192 : 56 - ZC23-0047 and MF23-0005)
Geographic Information Systems (GIS) Disclaimer/Limitation of Liability:
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City of Irving
Surrounding Zoning Map
Zoning Case
No: ZC23-0047

Date: Thursday, July 27, 2023
Packet Pg. 598

Attachment: Surrounding Zoning Map (1493: 56 - ZC23-0047 and MF23-0005)

Packet Pg. 598
200 Ft Notification Boundary

Property Under Consideration

City of Irving
Notification Map
Zoning Case
No: ZC23-0047

Date: Thursday, July 27, 2023

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### Attachment: Property Owner Notification List (14193 : 56 - Zc23-0047 and MF23-0005)

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<tr>
<th>ID</th>
<th>DCAD_ID</th>
<th>OWNER NAME</th>
<th>ST NUM</th>
<th>ST DIR</th>
<th>ST_NAME</th>
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Date: 6/11/2024

To the City of Irving
Planning & Zoning Department
825 W. Irving Blvd
Irving, Texas 75060

Dear Planning & Zoning Officer,

I would like to request for a zone change for the Property 1221 & 1225 Senter St, Irving TX76050 which is currently zoned as R3.5 & Community Commercial refer exhibit A to R-MF-2 Zoning where my client want to develop one 5 plex and one 4 plex as shown in the plans.

**Type of Project & Type of use**

- **Multiplex Residential:** We are planning to develop one 5 plex and one 4 plex in the land. 5 plex / 4 plex residential multi-unit residential property can have a significant impact on the community in which it is located. Multi Units properties create a sense of neighborly interaction, as residents share common spaces and live in close proximity. This fosters a sense of belonging and social connections, as people get to know their neighbors, share experiences, and create a strong sense of community. Additionally, the diverse mix of residents that multi-unit housing often attracts can lead to a strong social environment. Residents come from various backgrounds, age groups, and lifestyles, which can promote cultural exchange and broaden social horizons. This diversity can lead to a more inclusive and dynamic community, which can benefit social growth.

- **We believe changing the zone and developing the property with use of higher density will provide socio economic values:** Zone R-MF-2 will play a crucial role in promoting economic inclusivity within a community. They provide affordable housing options for individuals and families, accommodating people from different income brackets. This affordability can lead to a diverse socioeconomic mix in the neighborhood, contributing to social growth by reducing income disparities and promoting economic stability. This supports sustainable urban development, preserving open spaces and encouraging community growth.

In conclusion, the social impact of a 4-plex / 3 -plex multi-unit housing depends on various factors, including its integration into the existing community, property management, local regulations, and the demographics of the residents. When thoughtfully designed and managed, 4-plexes / 3-plexs can offer opportunities for social growth, fostering community bonds, economic inclusivity, and diversity.

I understand the importance of carefully evaluating a zone change request, considering the impact on the surrounding community and adherence to local regulations. I am prepared to provide any additional documentation, studies, or reports that may be required to support my request. Please find enclosed a comprehensive plan and conceptual design for the proposed 5/4 plex. I believe this will provide a clearer understanding of the project’s scope and how it will integrate seamlessly within the proposed 5/4 plex units. Please find enclosed a comprehensive plan and conceptual design for the proposed 5/4 plex. I believe this will provide a clearer understanding of the project’s scope and how it will integrate seamlessly within the proposed 5/4 plex units. Thank you for considering my request. I appreciate your attention to this matter and look forward to here for you.

Please let me know you have any questions via phone 409-225-7515 or email at rkc@idcengg.com

Thank you
Respectfully
Prabin KC
Project Manager
Zoning Case ZC23-0047 and Multifamily Concept Plan MF23-0005

- 1221 and 1225 Senter Road
- From: R-3.5 “Two-family Residential” and R-6 and “Single-family Residential 6”
- To: R-MF-2 “Multifamily Residential 2”
- Staff Recommendation: Denial
- P&Z Recommendation: Denial 8-0
- Public Comment Forms: None in support and one (1) in opposition (2.50%)
- The applicant withdrew these cases on July 18.
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<th>Standard</th>
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<td>Minimum North Side Setback from Single-family Zoned Property</td>
<td>75 Feet from single-family or 3x height, whichever is greater</td>
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<tr>
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<td>Sec. 3.13.2 (8)(d)</td>
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</table>

FROM: R-3.5 “Two-family Residential” and R-6 and “Single-family Residential 6”

TO: R-MF-2 “Multifamily Residential 2” with variances to Sec. 3.13 “Multifamily Development” of the Unified Development Code

Chair Skinner read the item into the record. He then called on the applicant.

Milan Poudel, 12929 Sweet Bay Drive, was present and stated that one side is multifamily.

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 #ZC23-0047 and Multifamily Concept Plan #MF23-0005 to the City Council with a recommendation of denial. Commissioner Prichard seconded the motion. There was no discussion of the motion. The motion carried unanimously.

Ayes: Joshua Skinner, Terry Prichard, Debbi Haacke, Priscilla Vigliante, April Myrick, Alicia Reyes, Ricky Lightfoot, Gerald Sanguino

Absent: Daniel Denny

Discussion Time: 4 minutes
Ordinance -- 2024-186-CP - Considering a Comprehensive Plan Amendment Changing the Future Land Use Category from "Business/Office" to "Community Village" - 900 Byron Nelson Way (Also Known as 701 Mills Lane) - Postponed from June 27, 2024

Administrative Comments
1. The Planning and Zoning Commission recommended approval on June 3, 2024 by a vote of 6-2.
   Commissioners in support: Skinner, Haacke, Vigliante, Myrick, Lightfoot, Reyes
   Commissioners in opposition: Prichard, Denny
   Commissioner absent: Sanguino
2. Owner: DLC Hotel Owner, LLC
   Applicant: Koa Partners
3. The subject property is an approximate 7.22-acre lot that is developed with a self-storage/mini warehouse facility constructed in 1983. The applicant requests a zoning change to S-P-2 (C-C) “Generalized Site Plan – Community Commercial” with variances to Sec. 3.16 “Self Storage – Mini Warehouses” to allow construction of a new two story storage building.
4. The subject property is a 5.67-acre tract. The Imagine Irving Comprehensive Plan Future Land Use Map recommends Business/Office uses for the subject property. The Business/Office land use category is described as a “Flexible use area for retail, office and commercial uses. Multi-story structures with a mix of surface and structured parking. Uses are primarily office oriented with some supportive services.” Likely Compatible Zoning: P-O, C-O, C-N, C-C, FWY.
5. In conjunction with the companion zoning case (2024-109-ZC), the applicant seeks to change the future land use to Community Village, being described as a “Pedestrian-oriented mixed-use village with free standing structures ranging from two to four stories. Areas should contain a mix of live and work opportunities with retail, entertainment, and housing within one-half mile of any residential unit. Ideally located near a variety of transportation options. Typical net units per acre: 8 – 30 units/acre.” The companion zoning case seeks to rezone the property to allow a mixed use development, with approximately 24 units per acre in Phase 1.
6. The property is not located within one-half mile of a rail station or high frequency bus station; therefore, the “Transit Oriented Development” future land use category is not appropriate for this location. Likewise, the property is not in the Heritage District, so the “Main Street/Downtown” future land use category is also not applicable. The Comprehensive Plan currently does not have a future land use category for high-density multifamily residential or high-intensity mixed uses other than the above-referenced categories. The “Community Village” classification was created in 2023 to identify areas for low intensity mixed use development
and was therefore chosen as the closest category for the proposed use.

7. The Future Land Use Map designates the surrounding properties as follows:

<table>
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<tr>
<th>Direction</th>
<th>Future Land Use Classification</th>
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<tbody>
<tr>
<td>North</td>
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<tr>
<td>East</td>
<td>Open Space</td>
</tr>
<tr>
<td>Southeast</td>
<td>Mid-Density Residential</td>
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<tr>
<td>South</td>
<td>Traditional Neighborhood and Compact Neighborhood</td>
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<td>Southwest</td>
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<tr>
<td>West</td>
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8. The property is bounded by the following roads:

<table>
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<th>Roadway</th>
<th>Master Thoroughfare Plan Designation</th>
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<tr>
<td>Byron Nelson Way</td>
<td>Local Road</td>
</tr>
<tr>
<td>Leland Boulevard</td>
<td>Minor Arterial</td>
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</table>

9. The proposed mixed use product is primarily multifamily residential in Phase 1, and will have an unknown mix of uses in Phase 2. Since no evaluation standards currently exist for mixed use, the justification for a change in the future land use map is being evaluated based on the considerations for a change from “non-residential” to primarily “residential” uses. Accordingly, the Comprehensive Plan states that the City of Irving should require the following:

a. The area is physically appropriate (i.e., size, shape, etc.) for residential use.

b. The area is adjacent to a residential neighborhood shown on the generalized Future Land Use Map and is not separated from the neighborhood by a major thoroughfare (or larger), or the residential use is a part of a mixed-use development.

c. The rezoning will not result in a shortage of land designated for non-residential development.

d. The rezoning does not leave a residual tract of non-residentially zoned property that does not conform to the generalized Future Land Use Map, or that negatively affects the proposed residential use.

e. The rezoning provides for an appropriate transition between residential and non-residential uses through separation by distance, screening, or land use (i.e., creek, four-lane roadway, etc.), if integration of residential and non-residential land uses into a mixed use environment is not achievable.

10. The applicant submitted a response letter to staff stating:

a. The Ritz Condominium project, being adjacent to the Country Club, is an appropriate use and size project.

b. The existing parcel is adjacent to a grocery store-anchored retail center to the west and is separated from single-family residential by Leland Boulevard to the south.

c. The site has sufficient room for residential and non-residential development.
d. The rezoning does not leave a residual tract.
e. The use provides an appropriate transition between residential and non-
residential uses. Screening of structured parking and service areas will be
provided.

11. Given the property’s location near a mix of residential and commercial uses and the
potential for infill development complimentary to the nearby country club and golf
course, **staff believes the Community Village future land use designation is
appropriate for this property.**

12. A total of 377 public notices were mailed. Staff received six (6) responses in support
and thirteen (13) responses in opposition to this request, plus a petition in
opposition with 184 names (163 addresses). The opposition represents 5.32% of
the land within 200 feet of the subject property.

13. This case was postponed from the June 27, 2024 City Council meeting at the
applicant’s 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)
- Vicinity Map (PDF)
- Aerial Map (PDF)
- Future Land Use Map (PDF)
- Property Owner Notification Map (PDF)
- Property Owner Notification List (PDF)
- Applicant's Letter of Justification (PDF)
- Public Comment Forms in Support (PDF)
- Public Comment Forms in Opposition (PDF)
- Protest Analysis Map (PDF)
- DRAFT PZ Minutes - 06-03-2024 (PDF)
- Council Presentation (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**
AN ORDINANCE AMENDING THE CITY OF IRVING 2017 IMAGINE IRVING COMPREHENSIVE PLAN (ORD 2016-9869) BY CHANGING THE DESIGNATION OF PROPERTY AT 900 BYRON NELSON WAY (ALSO KNOWN AS 701 MILLS LANE) FROM “BUSINESS/OFFICE” TO “COMMUNITY VILLAGE”; 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 June 3, 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 at 900 Byron Nelson Way, also known as 701 Mills Lane, described in the attached Exhibit A, from “Business/Office” to “Community Village”

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: 2024-109-ZC and 2024-186-CP
900 Byron Nelson Way (also known as 701 Mills Lane)
S-P-2 (Mixed Use) “Generalized Site Plan – Mixed Use”

Legal Description of the Property

Tract 24:

BEING an approximately 5.68 acre tract of land situated in the G.W. Clark Survey, Abstract No. 371 in the City of Irving, Dallas County, Texas, said tract of land being more particularly described by metes and bounds as follows:

BEGINNING at an "X" cut in concrete at the intersection of the Southwesterly right-of-way line of Byron Nelson Way (a 60.0 foot R.O.W.) as recorded in Volume 80246, Page 2822, of the Deed Records of Dallas County, Texas, and the Northerly Legal Description right-of-way line of Leland Drive (a 100.00 foot R.O.W.);

THENCE South 55 degrees 03 minutes 00 seconds West, along the said Northerly right-of-way line of Leland Drive a distance of 280.66 feet to a 1/2 inch iron rod set for the Southeast corner of Lot 2, Block A, of the Replat of Sector 6, Phase I, an Addition to the City of Irving, Dallas County, Texas, according to the Plat thereof recorded in Volume 86197, Page 2731, of the Deed Records of Dallas County, Texas;

THENCE North 26 degrees 56 minutes 17 seconds West along the Northeasterly line of said Lot 2 a distance of 205.76 feet to a 1/2 inch iron rod set for corner;

THENCE North 73 degrees 49 minutes 33 seconds West, continuing along the said Northeast line of Lot 2, a distance of 134.73 feet to a 1/2 inch iron rod found for common corner of said Lot 1 and said Lot 2 of said Replat of Section 6, Phase I;

THENCE North 06 degrees 23 minutes 02 seconds West, along said Lot 1 a distance of 723.91 feet to a 1/2 inch iron rod set for corner in the curving said Westerly right-of-way line of Byron Nelson Way, same being the point of curvature of a curve to the right having a central angle of 60 degrees 25 minutes 46 seconds a radius of 542.96 feet;

THENCE Southeasterly along the said curve to the right and the said right-of-way line of Byron Nelson Way an arc distance of 572.66 feet and a chord bearing and distance of South 41 degrees 57 minutes 41 seconds East, 546.48 feet to a 1/2 inch iron rod set for corner;

THENCE South 11 degrees 44 minutes 47 seconds East, along the right-of-way line of said Byron Nelson Way a distance of 89.59 feet to a 1/2 inch iron rod set for corner, said point being in a curve to the left having a central angle of 23 degrees 12 minutes 59 seconds, and a radius of 507.46 feet;

THENCE Southwesterly along said curve to the left and said right-of-way of Byron Nelson Way an arc distance of 205.62 feet and a chord bearing and distance of South 23 degrees 21 minutes 17 seconds East, 204.22 feet to a 1/2 inch iron rod set for corner;
THENCE South 34 degrees 57 minutes 47 seconds East, continuing along the right-of-way line of said Byron Nelson Way a distance of 119.64 feet to the POINT OF BEGINNING.
City of Irving
Future Land Use Map
Zoning Case
No: 2024-109-ZC

Date: Wednesday, May 15, 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.

Legend
- Case Boundary
- Municipal Boundary
- DFW Noise Contour
- 65
- 70
- 75

Future Land Use
- Residential Categories
- Mixed Use Categories
- Urban District
- Main Street/Downtown
- Non-Residential Categories
- Local Commercial
- Regional Commercial
- Public/Semi-Public
- Industrial
- Manufacturing/Warehouse
- Business/Office
- Transit Oriented Development
- Community Village
- Urban District
- Mid Density Residential
- Traditional Neighborhood

Future Land Use Map
Zoning Case
No: 2024-109-ZC
City of Irving
100 0 100
Feet
1:3,600

Packet Pg. 618
Attachment: Future Land Use Map (ORD-2024-10950 : 56-2024-186-Cp)
City of Irving
Notification Map
Zoning Case
No: 2024-109-ZC

Property Under Consideration

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</table>

City of Irving
Notification List
Zoning Case No: 2024-109-ZC

Date: Wednesday, May 15, 2024

Packet Pg. 620
6. Please submit an application for a Comprehensive Plan Future Land Use Amendment to “Mid-Density Residential”. Please include a letter with the application addressing the following criteria for a change in the Future Land Use from a non-residential to a residential use:

   a. The area is physically appropriate (i.e., size, shape, etc.) for residential use.
      The Ritz Condominium project will be designed to meet the high standards of The Ritz (brand), as well as comply with the City of Irving design standards. Operationally, being adjacent to the Country Club, this is an appropriate use and size project for this region of North Texas.

   b. The area is adjacent to a residential neighborhood shown on the generalized Future Land Use Map and is not separated from the neighborhood by a major thoroughfare (or larger), or the residential use is a part of a mixed-use development.
      The existing parcel is adjacent to a grocery store-anchored retail center to the west and is separated from single-family residential by Leland Blvd. to the south. There are no major thoroughfares planned within this development.

   c. The rezoning will not result in a shortage of land designated for non-residential development.
      There is more than sufficient room on the site for both residential and non-residential development.

   d. The rezoning does not leave a residual tract of non-residentially zoned property that does not conform to the generalized Future Land Use Map, or that negatively affects the proposed residential use.
      Correct. The site accommodates a future Phase II development which can be either residential or non-residential uses if approved in the future.

   e. The rezoning provides for an appropriate transition between residential and non-residential uses through separation by distance, screening, or land use (i.e., creek, four-lane roadway, etc.), if integration of residential and non-residential land uses into a mixed use environment is not achievable.
      This proposed rezoning provides an appropriate transition between residential and non-residential uses for urban mid-density project types. Screening of structured parking and service areas will be provided as part of this development.
PUBLIC COMMENT FORM (Corrected)
(2024-186-CP and 2024-109-ZC—900 Byron Nelson Way (701 Mills Ln.)
*** Please type or use black ink ***

Planning Department
PO Box 152288
Irving, Texas 75015-2288

or planning@cityofirving.org

X I am FOR Comprehensive Plan Future Land Use Amendment 2024-186-CP as explained on the attached public notice.

_____ I am AGAINST Comprehensive Plan Future Land Use Amendment 2024-186-CP as explained on the attached public notice.

X I am FOR Zoning Case 2024-109-ZC as explained on the attached public notice.

_____ I am AGAINST Zoning Case 2024-109-ZC as explained on the attached public notice.

Date, Location & Time of:

PLANNING & ZONING COMMISSION MEETING: Monday, June 3, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, June 27, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: DLC HOTEL OWNER LLC
(please print)

Address: 4150 North MacArthur Blvd., Irving, Texas 75038

Tax Account (DCAD) Number (if shown on enclosed map):

Signature: [Signature]

Date: June 3, 2024

Phone (optional): 213.518.0583

Please provide comments explaining the reasons for your support or opposition:

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KB
PUBLIC COMMENT FORM
(2024-132-CP and 2024-102-ZC - 720 N Britain Rd.)
*** Please type or use black ink ***

Planning Department
PO Box 152288
Irving, Texas 75015-2288
or
planning@cityofirving.org

X I am FOR Comprehensive Plan Future Land Use Amendment 2024-132-CP as explained on the attached public notice.

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X I am FOR Zoning Case 2024-102-ZC as explained on the attached public notice.

___ I am AGAINST Zoning Case 2024-102-ZC as explained on the attached public notice.

Date, Location & Time of:
PLANNING & ZONING
COMMISSION MEETING: Monday, May 6, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, May 30, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: MARK A. WILLIAMS
(please print)

Address: 4407 LENA LANE
IRVING, TX 75038

Tax Account (DCAD) Number
(if shown on enclosed map):

Signature: 

Date: JUNE 6, 2024

Phone (optional): 972.358.6101

Please provide comments explaining the reasons for your support or opposition:

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PUBLIC COMMENT FORM (Corrected)  
(2024-186-CP and 2024-109-ZC— 900 Byron Nelson Way (701 Mills Ln.)
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Planning Department
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Date, Location & Time of:
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City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, June 27, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Pamela S Thompson
(please print)
Address: 4513 N O'Connor Rd #2133 IRVING, TX 750

Tax Account (DCAD) Number (if shown on enclosed map):

Signature: Pamela S Thompson

Date: 19 June 2024

Phone (optional): 972-281-3040

Please provide comments explaining the reasons for your support or opposition:

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KB
PUBLIC COMMENT FORM (Corrected)
(2024-186-CP and 2024-109-ZC—900 Byron Nelson Way (701 Mills Ln.)

*** Please type or use black ink ***

Planning Department
PO Box 152288
Irving, Texas 75015-2288

Name: Lorraine Lajiness
Address: 4539 N O'Connor Rd Unit 1330
Irving, TX 75062

Tax Account (DCAD) Number
(if shown on enclosed map):

Signature: Lorraine Lajiness
Date: 5/30/2024

Phone (optional):

Please provide comments explaining the reasons for your support or opposition:

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CITY COUNCIL MEETING: Thursday, June 27, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

or planning@cityofirving.org
PUBLIC COMMENT FORM
(2024-132-CP and 2024-102-ZC – 720 N Britain Rd.)
*** Please type or use black ink ***

Planning Department
PO Box 152288
Irving, Texas 75015-2288

or planning@cityofirving.org

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City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, May 30, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Lorraine Lajiness
(print)
Address: 4539 N O'Connor Rd
Unit 1230, Irving 75062

Tax Account (DCAD) Number: 8

Signature: Lorraine Lajiness
Date: 5/28/2024

Phone (optional):

Please provide comments explaining the reasons for your support or opposition:

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________________________________________________________________________
PUBLIC COMMENT FORM (Corrected)  
(2024-186-CP and 2024-109-ZC—900 Byron Nelson Way (701 Mills Ln.))  
***Please type or use black ink***

Planning Department  
PO Box 152288  
Irving, Texas 75015-2288  
or  
planning@cityofirving.org

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Date, Location & Time of:

PLANNING & ZONING COMMISSION MEETING:  
Monday, June 3, 2024, 7 p.m.  
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING:  
Thursday, June 27, 2024, 7 p.m.  
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: **MARIA REGINA ARGUBINDOECHU**  
(please print)

Address:  
4547 N. O'CONNOR # 8311  
IRVING, TX 75062

Tax Account (DCAD) Number  
(if shown on enclosed map):

Signature:  

Date: 05/19/2024

Phone (optional): ________

Please provide comments explaining the reasons for your support or opposition:

INCREASED DINING OPTIONS

RESIDENTIAL PROPERTY VALUES
PUBLIC COMMENT FORM
(2024-132-CP and 2024-102-ZC – 720 N Britain Rd.)
*** Please type or use black ink ***

Planning Department
PO Box 152288
Irving, Texas 75015-2288

or

planning@cityofirving.org

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Date, Location & Time of:

PLANNING & ZONING COMMISSION MEETING: Monday, May 6, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, May 30, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Catherine & Jack Dial
(please print)

Address: 4610 O'CONNOR CT.

IRVING, TX 75062

Tax Account (DCAD) Number
(if shown on enclosed map):

Signature: Catherine & Jack Dial

Date: 6-1-24

Phone (optional): ____________________________

Please provide comments explaining the reasons for your support or opposition:

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KB
PUBLIC COMMENT FORM (Corrected)
(2024-186-CP and 2024-109-ZC— 900 Byron Nelson Way (701 Mills Ln.)
*** Please type or use black ink ***

Planning Department
PO Box 152288
Irving, Texas 75015-2288

or planning@cityofirving.org

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City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, June 27, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Angelina Rodriguez-Diaz (please print)
Address: 4525 N. O'Connor Rd., #1123
Irving, Texas 75063

Tax Account (DCAD) Number: (if shown on enclosed map):

Signature: Angelina Rodriguez-Diaz
Date: 5/13/2024

Phone (optional): 

Please provide comments explaining the reasons for your support or opposition:

Many reasons for opposition:
1 - too much of a disturbance to our community at "Quail Run"
2 - on-going traffic congestion for a densely populated high rise
3 - will impact community quality of life.
Planning Department  
PO Box 152288  
Irving, Texas 75015-2288  
or  
planning@cityofirving.org

I am FOR Comprehensive Plan Future Land Use Amendment 2024-186-CP as explained on the attached public notice.

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I am FOR Zoning Case 2024-109-ZC as explained on the attached public notice.

X I am AGAINST Zoning Case 2024-109-ZC as explained on the attached public notice.

Date, Location & Time of:

PLANNING & ZONING COMMISSION MEETING:  
Monday, June 3, 2024, 7 p.m.  
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING:  
Thursday, June 27, 2024, 7 p.m.  
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Michael W. Cate  
(address print)

Address: 4505 N. O'Connor Rd.  
Irving, TX 75062

Tax Account (DCAD) Number  
(if shown on enclosed map):  

Signature: Michael W. Cate

Date: 5/29/24

Phone (optional): 972-768-3901

Please provide comments explaining the reasons for your support or opposition:

[Signature]

See Attached Comments
Michael W. Cate. 4505 N. O'Connor Road, Unit 1126, Irving Texas 75062.

Comment Re: Proposed Land Use and Zoning Changes – 900 Byron Nelson Way

My wife and I are long-time owners in Quail Run. O’Connor Road, Leland Blvd., Northgate Drive & MacArthur Blvd. are key traffic areas in and out of Las Colinas. Not only is Leland one of two entries into Quail Run, it is also the primary entry street for the residents of Fairway Vista. These two developments alone are home to over 700 people. And this number doesn’t include residents in the private homes in the cul de sac off Leland, or those in homes on Northgate and in Cottonwood Valley. This is already a very dense residential area. Leland is often so busy during heavy traffic times that cars can be backed up from O’Connor all the way up to Northgate. Furthermore, cars entering Quail Run off the O’Connor entrance can be backed up out onto O’Connor, impeding Southbound traffic on O’Connor – another safety issue. We are very opposed to additional residential development on Byron Nelson Way (701 Mills Lane.) It will exacerbate traffic congestion, noise, and would require additional stop lights or stop signs for needed safety. The Zoning and Future Land Use for this site should definitely not be changed.
PUBLIC COMMENT FORM (Corrected)
(2024-186-CP and 2024-109-ZC– 900 Byron Nelson Way (701 Mills Ln.))
*** Please type or use black ink ***

Planning Department
PO Box 152288
Irving, Texas 75015-2288

or
planning@cityofirving.org

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Date, Location & Time of:

PLANNING & ZONING
COMMISSION MEETING:
Monday, June 3, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING:
Thursday, June 27, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: KDA COHEN
(please print)
Address: 4527 N Eldred Rd #1189 Irving 75067

Tax Account (DCAD) Number
(if shown on enclosed map):

Signature: KDA COHEN

Date: 07/29/2024

Phone (optional): 

Please provide comments explaining the reasons for your support or opposition:

This will cause us to have too much traffic plus overcrowding
PUBLIC COMMENT FORM
(2024-132-CP and 2024-102-ZC— 720 N Britain Rd.)

***Please type or use black ink***

Planning Department
PO Box 152288
Irving, Texas 75015-2288

or planning@cityofirving.org

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Date, Location & Time of:

PLANNING & ZONING COMMISSION MEETING: Monday, May 6, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, May 30, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: EDA COHEN

Address: 4527 N Oconnors RD #1189

IRVING, TX 75062

Tax Account (DCAD) Number
(if shown on enclosed map): 32417058000 501189

Signature: EDA COHEN

Date: 5/26/2024

Phone (optional):

Please provide comments explaining the reasons for your support or opposition:

This would cause for so much more traffic + crowding.
PUBLIC COMMENT FORM
(2024-132-CP and 2024-102-ZC– 720 N Britain Rd.)
***Please type or use black ink***

Planning Department
PO Box 152288
Irving, Texas 75015-2288

or
planning@cityofirving.org

I am FOR Comprehensive Plan Future Land Use Amendment 2024-132-CP as explained on the attached public notice.

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Date, Location & Time of:
PLANNING & ZONING COMMISSION MEETING:
Monday, May 6, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING:
Thursday, May 30, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Pamela Blackwell (please print)
Address: 4529 N.O'Connor Rd. #194
 Irving, TX 75042

Tax Account (DCAD) Number (if shown on enclosed map):
Signature: Pamela Blackwell

Date: 6-1-24

Phone (optional):

Please provide comments explaining the reasons for your support or opposition:
(We have adequate multi family dwellings in the neighborhood which does not enhance our school.

KB
PUBLIC COMMENT FORM (Corrected)
*** Please type or use black ink ***

Planning Department
PO Box 152288
Irving, Texas 75015-2288

or
planning@cityofirving.org

_____ I am FOR Comprehensive Plan Future Land Use Amendment 2024-186-CP as explained on the
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Date, Location & Time of:

PLANNING & ZONING
COMMISSION MEETING:
Monday, June 3, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING:
Thursday, June 27, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Ellen Sullivan
(please print)

Address: 4551 N O'Connor Rd #2268
Irving, TX 75062

Tax Account (DCAD) Number
(if shown on enclosed map):

Signature:

Date: 5/29/24

Phone (optional):

Please provide comments explaining the reasons for your support or opposition:

[Comments]

[Signature]

KB

Packet Pg. 635
PUBLIC COMMENT FORM (Corrected)

*** Please type or use black ink ***

Planning Department
PO Box 152288
Irving, Texas 75015-2288

or planning@cityofirving.org

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I am AGAINST Comprehensive Plan Future Land Use Amendment 2024-186-CP as explained on the attached public notice.

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Date, Location & Time of:

PLANNING & ZONING COMMISSION MEETING: Monday, June 3, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, June 27, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: MARISHA G CAPAR (please print)
Address: 4566 N. O'CONNOR RD 2314
       IRVING, TEXAS 75062

Tax Account (DCAD) Number
(if shown on enclosed map):

Signature: [Signature]
Date: 06/13/24

Phone (optional): ____________________________

Please provide comments explaining the reasons for your support or opposition:

FOOT TRAFFIC CONGESTION

__________________________________________________________________
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________

Packet Pg. 636
PLANNING & ZONING COMMISSION MEETING: Monday, May 6, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, May 30, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Johnny Castro
Address: 4571 N. O'Connor Rd.
Unit 1328 Irving 75039

Tax Account (DCAD) Number (if shown on enclosed map): Johnny Castro
Signature: Johnny Castro
Date: 6/14/24
Phone (optional): 972-871-8455

Please provide comments explaining the reasons for your support or opposition:

A big NO! This peaceful neighborhood does not need a transient population added to it. Roadways are not adapted and in the past, it was easy to keep with Myron Nelson Crowding. The Ritz can use its excessive golf courses if they want to expand
People who are homeowners value the property more than transients in hotels or in apartment living. PLEASE be mindful, this space will not add value to Los Colinas. I have been here 20 years and have seen way too much urban development and it takes away from the suburb feel.
Use caution when clicking links & opening attachments!

Mr. Cronenwett,

I’m following up on our recent conversation. Partially due to problems of homeowners at Quail Run not receiving notice of the first planning meeting ten (10) days in advance, there was insufficient notice of requested changes/project. In fact, due to improper handling by the mailman, many homeowners did not receive their notice until after the planning meeting.

I’m requesting a concept plan for the actual structures planned for the site. And without sufficient notice and information, it would be preferable to postpone having this on the city council agenda until at least July 11 or August 1. With the project being in such close proximity to quite small thoroughfares for traffic, that and items like drains on our electrical grid resources have not been addressed.

Significant concerns remain about this proposed project of such density, with the development of 5 acres of what appears to be a 20-story hotel and a 7-story apartment/condominium building with 80% lot coverage of buildings and another 10% by parking and drives. It is not like a residential development with bigger homes taking up the area, or a retail or commercial

From: K G Karpf <k2graphics@frontier.com>
Sent: Tuesday, June 18, 2024 1:48 PM
To: Jocelyn Murphy <jmurphy@cityofirving.org>; Mark Cronenwett <mcronenwett@cityofirving.org>
Cc: Mayor Rick Stopfer <rstopfer@cityofirving.org>; John Bloch <jbloc@cityofirving.org>; Brad LaMorgese <blamorgese@cityofirving.org>; Abdul Khabeer <akhabeer@cityofirving.org>; Phil Riddle <priddle@cityofirving.org>; Albert Zapanta <azapanta@cityofirving.org>; John Taylor <ktaylor@cityofirving.org>; Dennis Webb - Councilman <denniswebb@cityofirving.org>
Subject: [External] Requests—Proposed zoning changes/project / Re: Cases 109-ZC and 186-CP
development with parking and not much green space. It is a mixed development with density and very tall buildings that loom over nearby neighborhoods. These buildings will be very much closer in proximity to residential areas than the current hotel is. Traffic from this will certainly affect the traveling public as well as the surrounding residents. If built out, the project will be very dense for what is currently a parking lot.

Please advise about the requested schedule change and concept plan.

Thank you.

Kathryn Karpf
214.208.4184

On Jun 18, 2024, at 10:33 AM, Jocelyn Murphy <jmurphy@cityofirving.org> wrote:

Good Morning Ms. Karpf-

Thank you for your email. As you mentioned, State law requires that notice be sent 10 days prior to the hearing. Friday, May 24 was the 10th day and the notices were mailed on May 23. Attached are the notices that were mailed for this case; the first notice had the correct case numbers on the legal notice page, but it was found that the numbers on the response page were not. A second notice was sent the next day to ensure that the return documents had the correct number. We have received correspondence from both mailouts both in support and opposition.

While the mailouts were sent properly, we had been told that the postal service gave some of the mailings to the staff of the condominium office instead of putting them into the individual slots. This may have occurred and resulted in a delay; we are not informed once mail is delivered.

Please let me know if you need anything further. Thank you.

Jocelyn Murphy, AICP, CNU-A | Director
City of Irving | Planning
825 W. Irving Blvd. Irving, TX 75060
P: (972) 721-4807
jmurphy@cityofirving.org | CityofIrving.org
Planning@cityofirving.org

From: Shanae Jennings <sjennings@cityofirving.org>
Sent: Monday, June 17, 2024 8:13 PM
To: K G Karpf <k2graphics@frontier.com>
Cc: Jocelyn Murphy <jmurphy@cityofirving.org>; Philip Sanders <psanders@cityofirving.org>; Chris Hillman <chillman@cityofirving.org>

Subject: Re: [External] Cases 109-ZC and 186-CP

Hello Ms. Karpf,

The Planning Department publishes and mails those notices out. Therefore, I'm forwarding this to the Planning Director and her staff. They will likely contact you. If you don't hear from them my number is 972-721-2605.

I'm in no capacity the subject matter expert; that is why I am sending you to the department that is.

Please let me know if I can be of further assistance.

Kindly,

Shanae

Sent from my iPhone

On Jun 17, 2024, at 4:46 PM, K G Karpf <k2graphics@frontier.com> wrote:

USE CAUTION when clicking links & opening attachments!

Ms. Jennings:

This is to notify you that the majority of the homeowners here did not receive notice of the cases in the subject line at the appropriate time. We are supposed to receive 10 days notice before the first public hearing, which did not happen. In fact, a large group of homeowners received their notice the day after the June 3rd meeting, if at all.

Please call me at 214.208.4184 to discuss this situation.

Thank you.

Kathryn Karpf / K² Graphics
214.208.4184

Sent from my iPad, as if that were some emblem of cool....Please forgive grammar/spelling & formatting errors.
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Please let me know if you need anything further. Thank you.

Jocelyn Murphy, AICP, CNU-A | Director
City of Irving | Planning
825 W. Irving Blvd. Irving, TX 75060
P: (972) 721-4807
jmurphy@cityofirving.org | CityofIrving.org
Planning@cityofirving.org

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Sent: Monday, June 17, 2024 8:13 PM
To: K G Karpf <k2graphics@frontier.com>
Cc: Jocelyn Murphy <jmurphy@cityofirving.org>; Philip Sanders <psanders@cityofirving.org>; Chris Hillman <chillman@cityofirving.org>
Subject: Re: [External] Cases 109-ZC and 186-CP

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The Planning Department publishes and mails those notices out. Therefore, I’m forwarding this to the Planning Director and her staff. They will likely contact you. If you don’t hear from them my number is 972-721-2605.

I’m in no capacity the subject matter expert; that is why I am sending you to the department that is.

Please let me know if I can be of further assistance.

Kindly,
Shanae
On Jun 17, 2024, at 4:46 PM, K G Karpf
<k2graphics@frontier.com> wrote:

**USE CAUTION** when clicking links & opening attachments!

Ms. Jennings:

This is to notify you that the majority of the homeowners here did not receive notice of the cases in the subject line at the appropriate time. We are supposed to receive 10 days notice before the first public hearing, which did not happen. In fact, a large group of homeowners received their notice the day after the June 3rd meeting, if at all.

Please call me at 214.208.4184 to discuss this situation.

Thank you.

Kathryn Karpf / K² Graphics
214.208.4184

*Sent from my iPad, as if that were some emblem of cool....Please forgive grammar/spelling & formatting errors.*
I live at 717 SAM Hill St, 75062

I **OPPOSE** zoning case 2024-109-ZC

This area is not built for this type of change. It is already highly traffic congested and any further congestion will negatively impact safety, noise, and emission pollution.

I strongly urge the City Council to vote NO to this zoning change.

Regards,

Kevin Wolever
To the Major and City Council Members:

I send this letter regarding the proposed zoning change (2024-186-CP / 2024-109-ZC) at the corner of Leland and Byron Nelson Way. As I am sure you have already seen the below rendition of the high rise that the developer is wanting to place on this corner, I just want to bring to your attention how massive this building would be in this residential community. The proposal to build up to a 19 story multi-family condominium along with a development to include restaurants, entertainment and shopping just does not fit in this area. This will be twice the height of the Ritz-Carlton hotel.

Leland and Byron Nelson Way are not major thoroughfares, nor should they be. These are side streets to our residential homes and the high school. We fear at the very least there will be constant traffic congestion, noise and emissions pollution and a potential increase in criminal activity and loitering near our residential area.

If the actual building matches this artist rendition, then it will be a beautiful building. That is not the issue nor is there an issue at developing this area, parking lot, with development that is in accordance with the current zoning restrictions. The real issue is its massive size and being constructed at the corner of two side streets adjacent to residential communities. This size and style of a building is better constructed in an area where it will environmentally fit. This parking lot is just that location.

Regards,

Kevin
RITZ RESIDENCES
NEIGHBORHOOD
PRESENTATION

FRIDAY, JULY 26TH | 6 P.M.
Planning Department
PO Box 152288
Irving, Texas 75015 2288

or
planning@cityofirving.org

I am FOR Comprehensive Plan Future Land Use Amendment 2024-186-CP as explained on the attached public notice.

I am AGAINST Comprehensive Plan Future Land Use Amendment 2024-186-CP as explained on the attached public notice.

I am FOR Zoning Case 2024-109-ZC as explained on the attached public notice.

I am AGAINST Zoning Case 2024-109-ZC as explained on the attached public notice.

Date, Location & Time of:

PLANNING & ZONING COMMISSION MEETING: Monday, June 3, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, June 27, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Janie Enriquez
(please print)

Address: 4569 N O Connor Rd #1316
Irving TX 75062

Tax Account (DCAD) Number
(if shown on enclosed map):

Signature:

Date: 6/26/24

Phone (optional):

Please provide comments explaining the reasons for your support or opposition:

I am in deep opposition to Land Use Amendment 2024-186-CP. This will create congestion and lack of beautification for our neighborhood.
Please type or use black ink

Planning Department
PO Box 152288
Irving, Texas 75015-2288

or      planning@cityofirving.org

___ I am FOR Comprehensive Plan Future Land Use Amendment 2024-186-CP as explained on the attached public notice.
X   I am AGAINST Comprehensive Plan Future Land Use Amendment 2024-186-CP as explained on the attached public notice.

___ I am FOR Zoning Case 2024-109-ZC as explained on the attached public notice.
X   I am AGAINST Zoning Case 2024-109-ZC as explained on the attached public notice.

Date, Location & Time of:

PLANNING & ZONING
COMMISSION MEETING:   Monday, June 3, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING:   Thursday, June 27, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: BHUPAT BHAD VAGHANI
(please print)
Address: 4504 N. O'Connor Rd. H 1140

Tax Account (DCAD) Number (if shown on enclosed map):

Signature: 

Date: July 11, 2024

Phone (optional): (214) 566-4399

Please provide comments explaining the reasons for your support or opposition:

________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________

Packet Pg. 650

Attachment: Public Comment Forms in Opposition (ORD-2024-10950 : 56 - 2024-186-Cp)
I am FOR Comprehensive Plan Future Land Use Amendment 2024-186-CP as explained on the attached public notice.

I am AGAINST Comprehensive Plan Future Land Use Amendment 2024-186-CP as explained on the attached public notice.

I am FOR Zoning Case 2024-109-ZC as explained on the attached public notice.

I am AGAINST Zoning Case 2024-109-ZC as explained on the attached public notice.

Date, Location & Time of:

**PLANNING & ZONING COMMISSION MEETING:**
Monday, June 3, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

**CITY COUNCIL MEETING:**
Thursday, June 27, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: John Alexander

Address: 4555 N Ocampo Rd, Irving, TX

Tax Account (DCAD) Number (if shown on enclosed map):

Signature: John Alexander

Date: 7-20-2024

Phone (optional): 214 326 9072

Please provide comments explaining the reasons for your support or opposition:

Increased traffic, congestion, and noise.
PETITION AGAINST ZONING CASE# 2024-109-ZC
AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP

We the undersigned property owners do hereby **OPPOSE**
Comprehensive Plan Future Land Use Amendment 2024-186-CP and
OPPOSE Zoning Case 2024-109-ZC

Narrative of Petition: A densely populated high-rise would result in constant traffic congestion, not to mention noise and emissions pollution, for the surrounding neighborhoods. Traffic signals would be required at Leland crossing Mills Lane and Byron Nelson Way AND at Leland and Northgate going west. Those areas are traffic hazards now. Also, we have frequent electric outages. This would add to the strain on our grid resources.

<table>
<thead>
<tr>
<th>Principal Petitioner</th>
<th>Address &amp; Unit #</th>
<th>Signature</th>
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<tbody>
<tr>
<td>Pamela Grove</td>
<td>4529 NO Connor 1194</td>
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<tr>
<td>Kathryn Karpe</td>
<td>4547 NO Connor 4255</td>
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Note: You may duplicate this form as needed for additional signatures.
PETITION AGAINST ZONING CASE# 2024-109-ZC
AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP

We the undersigned property owners do hereby OPPOSE Comprehensive Plan Future Land Use Amendment 2024-186-CP and OPPOSE Zoning Case 2024-109-ZC.

Narrative of Petition: A densely populated high-rise would result in constant traffic congestion, not to mention noise and emissions pollution, for the surrounding neighborhoods. Traffic signals would be required at Leland crossing Mills Lane and Byron Nelson Way AND at Leland and Northgate going west. Those areas are traffic hazards now. Also, we have frequent electric outages. This would add to the strain on our grid resources.

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Note: You may duplicate this form as needed for additional signatures.
PETITION AGAINST ZONING CASE# 2024-109-ZC
AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE
AMENDMENT 2024-186-CP

We the undersigned property owners do hereby OPPOSE
Comprehensive Plan Future Land Use Amendment 2024-186-CP and
OPPOSE Zoning Case 2024-109-ZC

Narrative of Petition: A densely populated high-rise would result in constant traffic congestion, not to mention noise and emissions pollution, for the surrounding neighborhoods. Traffic signals would be required at Leland crossing Mills Lane and Byron Nelson Way AND at Leland and Northgate going west. Those areas are traffic hazards now. Also, we have frequent electricity outages. This would add to the strain on our grid resources.

Note: You may duplicate this form as needed for additional signatures.
PETITION AGAINST ZONING CASE# 2024-109-ZC
AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP

We the undersigned property owners do hereby **OPPOSE** Comprehensive Plan Future Land Use Amendment 2024-186-CP and **OPPOSE** Zoning Case 2024-109-ZC

**Narrative of Petition:** A densely populated high-rise would result in constant traffic congestion, not to mention noise and emissions pollution, for the surrounding neighborhoods. Traffic signals would be required at Leland crossing Mills Lane and Byron Nelson Way AND at Leland and Northgate going west. Those areas are traffic hazards now. Also, we have frequent electric outages. This would add to the strain on our grid resources.

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<tbody>
<tr>
<td>Michael Smith</td>
<td>31450 Hill Ct.</td>
<td></td>
<td>6/14/24</td>
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<tr>
<td>Renessa Steele</td>
<td>310 North Ave.</td>
<td></td>
<td>6/17/24</td>
</tr>
<tr>
<td>Robin J. Haskins</td>
<td>4541 N. O'Connor</td>
<td>#1240</td>
<td>6/17/24</td>
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<tr>
<td>Valerie Alexander</td>
<td>4529 N. O'Connor #190</td>
<td>D. C.</td>
<td>6/17/24</td>
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<tr>
<td>Ray Halse</td>
<td>4563 N. O'Connor #193</td>
<td>D. C.</td>
<td>6/18/24</td>
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<tr>
<td>John Liu</td>
<td>#1301 4563 N. O'Connor Rd.</td>
<td>J. E.</td>
<td>6/18/24</td>
</tr>
<tr>
<td>Jose Esteban</td>
<td>North O'Connor, 4565 S. O'Connor #1802</td>
<td>J. E.</td>
<td>6/18/24</td>
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<tr>
<td>Eleni Betrou</td>
<td>4561 N. O'Connor #1803</td>
<td>Eleni Betrou</td>
<td>6/18/24</td>
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<tr>
<td>Mohan Mostaf</td>
<td>4537 N. O'Connor #1825</td>
<td>Mohan Mostaf</td>
<td>6/18/24</td>
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<tr>
<td>Patricia Hamra</td>
<td>1239 N. O'Connor</td>
<td>Victoria Hamra</td>
<td>6/18/24</td>
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<tr>
<td>Doug Lose</td>
<td>1220 705 S. O'Connor</td>
<td>Doug Lose</td>
<td>6/18/24</td>
</tr>
<tr>
<td>Norma Hoot</td>
<td>4539 N. O'Connor #2347</td>
<td>Norma Hoot</td>
<td>6/18/24</td>
</tr>
<tr>
<td>Scott Churchill</td>
<td>4535 N. O'Connor #2347</td>
<td>Scott Churchill</td>
<td>6/18/24</td>
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<tr>
<td>Maria Cruz</td>
<td>806 Sunset Ave.</td>
<td>Maria Cruz</td>
<td>6/19/24</td>
</tr>
<tr>
<td>Caroline Vega</td>
<td>4571 N. O'Connor</td>
<td>Caroline Vega</td>
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</tr>
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</table>

Note: You may duplicate this form as needed for additional signatures.
PETITION AGAINST ZONING CASE# 2024-109-ZC
AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP

We the undersigned property owners do hereby OPPOSE
Comprehensive Plan Future Land Use Amendment 2024-186-CP and
OPPOSE Zoning Case 2024-109-ZC

Narrative of Petition: A densely populated high-rise would result in constant traffic congestion, not to mention noise and emissions pollution, for the surrounding neighborhoods. Traffic signals would be required at Leland crossing Mills Lane and Byron Nelson Way AND at Leland and Northgate going west. Those areas are traffic hazards now. Also, we have frequent electric outages. This would add to the strain on our grid resources.

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AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP

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<td>Printed Name</td>
<td>Address &amp; Unit #</td>
<td>Signature</td>
</tr>
<tr>
<td>1</td>
<td>Mohamed Khan</td>
<td>4549 N. O'Connor 1262</td>
<td>Mohamed Khan</td>
</tr>
<tr>
<td>2</td>
<td>Ken Harris</td>
<td>4547 N. O'Connor 1520</td>
<td>Ken Harris</td>
</tr>
<tr>
<td>3</td>
<td>Lisa Macdonald</td>
<td>4524 N. O'Connor 1704</td>
<td>Lisa Macdonald</td>
</tr>
<tr>
<td>4</td>
<td>John Cunningham</td>
<td>1565 N. O'Connor 1124</td>
<td>John Cunningham</td>
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PAGE _____ of _____
PETITION AGAINST ZONING CASE# 2024-109-ZC
AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP

We the undersigned property owners do hereby OPPOSE Comprehensive Plan Future Land Use Amendment 2024-186-CP and OPPOSE Zoning Case 2024-109-ZC

Narrative of Petition: A densely populated high-rise would result in constant traffic congestion, not to mention noise and emissions pollution, for the surrounding neighborhoods. Traffic signals would be required at Leland crossing Mills Lane and Byron Nelson Way AND at Leland and Northgate going west. Those areas are traffic hazards now. Also, we have frequent electric outages. This would add to the strain on our grid resources.

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<td>KARL NEUMAN</td>
<td>#501 N OCONTO</td>
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<td>MANNIE BERNADA</td>
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PETITION AGAINST ZONING CASE# 2024-109-ZC AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP

We the undersigned property owners do hereby OPPOSE Comprehensive Plan Future Land Use Amendment 2024-186-CP and OPPOSE Zoning Case 2024-109-ZC

THIS PAGE SIGNED COUNTS AS ADDITIONAL SIGNATURE(S) TO THE PETITION OPPOSING THE ZONING CASE AND COMPREHENSIVE PLAN FUTURE LAND USE LISTED ABOVE.

Narrative of Petition: A densely populated high-rise would result in constant traffic congestion, not to mention noise and emissions pollution, for the surrounding neighborhoods. Traffic signals would be required at Leland crossing Mills Lane and Byron Nelson Way AND at Leland and Northgate going west. Those areas are traffic hazards now. Also, we have frequent electric outages. This would add to the strain on our grid resources.

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<td>Jerry Arnold</td>
<td>4517 N O'Connor Rd. #1135, Irving, TX, 75062</td>
<td>✓</td>
<td>06/22/2024</td>
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PETITION AGAINST ZONING CASE# 2024-109-ZC
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PETITION AGAINST ZONING CASE# 2024-109-ZC
AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP

We the undersigned property owners do hereby OPPOSE
Comprehensive Plan Future Land Use Amendment 2024-186-CP and
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THE ZONING CASE AND COMPREHENSIVE PLAN FUTURE LAND USE LISTED ABOVE.

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<td>Patricia Davis</td>
<td>4539 N OConnor. #2233</td>
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<td>Vijay Ashrani</td>
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<td>Vijay 02</td>
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<td>Reversible</td>
<td>1324 Byron St. 75062</td>
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<tbody>
<tr>
<td>Sarah Khan</td>
<td>4351 N. Mander</td>
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<td>4351 N. Mander</td>
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<td>Sarah Khan</td>
<td>4351 N. Mander</td>
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<td>02/25/24</td>
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<tr>
<td>1</td>
<td>Mahomet Njoya</td>
<td>4531 North O'Connor Rd, Unit 1203, Irving, TX, 75062</td>
<td>[Signature]</td>
<td>6/25/2024</td>
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<td>MICHAEL AIRHART</td>
<td>4533 N DEERDALE</td>
<td>Michael Airhart</td>
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Principal Petitioner | Address & Unit # | Signature | Date
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# | Printed Name | Address & Unit # | Signature | Date
1 | John L. Hurst | 1519 N. Uxmal #2161 | [Signature] | 6/26/24
2

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<tbody>
<tr>
<td>Kiran Racherla</td>
<td>4543 A 1247, North 61 Conner Rd Irving 75062</td>
<td>R. Kiran</td>
<td>6/26/24</td>
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<td>Kiran Racherla</td>
<td>4543 A 1247, North 61 Conner Rd Irving 75062</td>
<td>R. Kiran</td>
<td>6/26/24</td>
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<td>Kiran Racherla + Dilshak Racherla</td>
<td>4531 N 2708, North 10 Conner Rd Irving 75062</td>
<td>Dilshak Racherla</td>
<td>6/26/24</td>
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PETITION AGAINST ZONING CASE# 2024-109-ZC AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP

We the undersigned property owners do hereby OPPOSE Comprehensive Plan Future Land Use Amendment 2024-186-CP and OPPOSE Zoning Case 2024-109-ZC. THIS PAGE SIGNED COUNTS AS ADDITIONAL SIGNATURE(S) TO THE PETITION OPPOSING THE ZONING CASE AND COMPREHENSIVE PLAN FUTURE LAND USE LISTED ABOVE.

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Principal Petitioner | Address & Unit # | Signature | Date
--- | --- | --- | ---
# | Printed Name | Address & Unit # | Signature | Date
1 | SYAM MANNAVA | 4501 N. O Connor Rd. | | 6/26/2024
2 | | Unit # 2129 | | 

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PETITION AGAINST ZONING CASE# 2024-109-ZC
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We the undersigned property owners do hereby **OPPOSE**
Comprehensive Plan Future Land Use Amendment 2024-186-CP and
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<td>Vecchio</td>
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PETITION AGAINST ZONING CASE # 2024-109-ZC AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP

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<td>Deborah B. Morton</td>
<td>See above</td>
<td>Matthew B. Morton</td>
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Comprehensive Plan Future Land Use Amendment 2024-186-CP and
OPPOSE Zoning Case 2024-109-ZC
THIS PAGE SIGNED COUNTS AS ADDITIONAL SIGNATURE(S) TO THE PETITION OPPOSING
THE ZONING CASE AND COMPREHENSIVE PLAN FUTURE LAND USE LISTED ABOVE.

Narrative of Petition: A densely populated high-rise would result in constant traffic
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Also, we have frequent electric outages. This would add to the strain on our grid resources.

<table>
<thead>
<tr>
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<td>Christopher Craddock</td>
<td>4559 N. O'Connor Rd., Apt. 1290 Irving, TX 75062</td>
<td>Christopher Craddock</td>
<td>6/30/2024</td>
</tr>
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Note: You may duplicate this form as needed for additional signatures.
Please fill in your details. You can ignore the 1st line, "Principal Petitioner."

Thank you for your support.

Kathryn
Kathryn Karpf / K2 Graphics
214.208.4184

Sent from my iPad, as if that were some emblem of cool...Please forgive grammar/spelling & formatting errors.

**PETITION AGAINST ZONING CASE# 2024-109-ZC AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP**

We, the undersigned property owners do hereby **OPPOSE** Comprehensive Plan Future Land Use Amendment 2024-186-CP and OPPOSE Zoning Case 2024-109-ZC

THIS PAGE SIGNED COUNTS AS ADDITIONAL SIGNATURE(S) TO THE PETITION OPPOSING THE ZONING CASE AND COMPREHENSIVE PLAN FUTURE LAND USE LISTED ABOVE.

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<tbody>
<tr>
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<td>Rebecca Horne Hamilton</td>
<td>4501 N. Oregon Way</td>
<td>6/30/24</td>
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<tr>
<td>2</td>
<td>Rebecca Horne Hamilton</td>
<td>4507 N. Oregon Way</td>
<td>6/30/24</td>
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#2143
PETITION AGAINST ZONING CASE# 2024-109-ZC
AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE
AMENDMENT 2024-186-CP

We the undersigned property owners do hereby OPPOSE
Comprehensive Plan Future Land Use Amendment 2024-186-CP and
OPPOSE Zoning Case 2024-109-ZC
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Also, we have frequent electric outages. This would add to the strain on our grid resources.

Principal Petitioner | Address & Unit # | Signature | Date
--- | --- | --- | ---

# | Printed Name | Address & Unit # | Signature | Date
1 | Stephanie Trammell | 4557 N. O'Connor Rd, Unit 2601, Irving, TX | [Signature] | 7-3-24
2 | Stephen Trammell | 1281 Irving, TX | [Signature] | 7-3-24

Note: You may duplicate this form as needed for additional signatures.
PETITION AGAINST ZONING CASE# 2024-109-ZC
AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP

We the undersigned property owners do hereby OPPOSE
Comprehensive Plan Future Land Use Amendment 2024-186-CP and
OPPOSE Zoning Case 2024-109-ZC

Narrative of Petition: A densely populated high-rise would result in constant traffic congestion, not to mention noise and emissions pollution, for the surrounding neighborhoods. Traffic signals would be required at Leland crossing Mills Lane and Byron Nelson Way AND at Leland and Northgate going west. Those areas are traffic hazards now. Also, we have frequent electric outages. This would add to the strain on our grid resources.

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<td>#1 DENNIS WAGNER</td>
<td>818 SUTTEN</td>
<td>Dennis Wagner</td>
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Note: You may duplicate this form as needed for additional signatures.
**PETITION AGAINST ZONING CASE# 2024-109-ZC**

**AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP**

We the undersigned property owners do hereby **OPPOSE** Comprehensive Plan Future Land Use Amendment 2024-186-CP and **OPPOSE** Zoning Case 2024-109-ZC

THIS PAGE SIGNED COUNTS AS ADDITIONAL SIGNATURE(S) TO THE PETITION OPPOSING THE ZONING CASE AND COMPREHENSIVE PLAN FUTURE LAND USE LISTED ABOVE.

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<tbody>
<tr>
<td>TOREY MOORE</td>
<td>4565 N. O’Connor Rd #2304</td>
<td>TOREY MOORE 07.12.24</td>
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PETITION AGAINST ZONING CASE# 2024-109-ZC
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<td>John Alexander</td>
<td>4555 Norcross #2278</td>
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<td>4525. N. OCONOR #2184</td>
<td>[Signature]</td>
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PETITION AGAINST ZONING CASE# 2024-109-ZC AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP

We the undersigned property owners do hereby OPPOSE Comprehensive Plan Future Land Use Amendment 2024-186-CP and OPPOSE Zoning Case 2024-109-ZC

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<td>Gary S. Tyson</td>
<td>712 Sam Hill</td>
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<td>Kevin Wolfever</td>
<td>714 Sam Hill</td>
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<td>Larry A. Davis</td>
<td>705 Sam Hill</td>
<td>Larry A. Davis</td>
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<td>Hector Romoelo</td>
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<td>Michael A. Stagg</td>
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<td>Michael A. Stagg</td>
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<td>Jason Hershey</td>
<td>3721 Millswood Dr</td>
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<td>Harry M. Shi</td>
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<td>Steven Rouhillet</td>
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<td>Loren Stiegelman</td>
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<td>Kelley Rosemarch</td>
<td>909 W. Northgate</td>
<td>Kelley Rosemarch</td>
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PETITION AGAINST ZONING CASE# 2024-109-ZC
AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP

We the undersigned property owners do hereby **OPPOSE** Comprehensive Plan Future Land Use Amendment 2024-186-CP and **OPPOSE** Zoning Case 2024-109-ZC

Narrative of Petition: A densely populated high-rise would result in constant traffic congestion, not to mention noise and emissions pollution, for the surrounding neighborhoods. Traffic signals would be required at Leland crossing Mills Lane and Byron Nelson Way AND at Leland and Northgate going west. Those areas are traffic hazards now. Also, we have frequent electric outages. This would add to the strain on our grid resources.

---

**Principal Petitioner** | **Address & Unit #** | **Signature** | **Date**
---|---|---|---
1 | Joseph Rosenbach 909 W. Northgate | Joe | 6/26/24
2 | Joseph L. Rosenbach 909 W. Northgate | Joe | 6/26/24
3 | Sam Rogers 913 W. Northgate | Sam | 6/26/24
4 | Curtis Staggart 1008 W. Northgate | Curt | 6/26/24
5 | Michele Ackerlani 934 W. Northgate | Michele | 6/26/24
6 | Vicki Sutherland 920 N. Northgate | Vicki | 6/26/24
7 | Brinn Westmore 900 Gloucester St. | Brinn | 6/26/24
8 | Jenny Zeller 46250 O'Connor Ct. | Jenny | 6-26-2024
9 | Bob Zeller 46250 O'Connor Ct. | Bob | 6-16-2024
10 | Emma Zeller 4517 N. O'Connor #1138 | Emma | 6-26-24
11 | Linda Wolfe 117 Sam Hill St. | Linda | 6-27-2024
12 | Kathy Webb 4609 O'Connor Ct. | Kathy | 7-3-2024
13 | James Churchman 4605 O'Connor Ct. | James | 7-3-2024
14 | Kathyn Kollmeyer 4604 O'Connor | Kathyn | 7-3-2024
15 | David Hatter 4639 O'Connor Ct. | David | 7-3-2024
16 | Bruce Ichimura 4639 O'Connor Ct. | Bruce | 7-3-2024
17 | Sandy Moss 128 Sam Hill | Sandy | 7-4-2024
18 | Kenneth Watson 118 Edwards St. | Kenneth | 7-10-21

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**Note:** You may duplicate this form as needed for additional signatures.
**PETITION AGAINST ZONING CASE# 2024-109-ZC**

**AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP**

We the undersigned property owners do hereby **OPPOSE**

Comprehensive Plan Future Land Use Amendment 2024-186-CP and

OPPOSE Zoning Case 2024-109-ZC

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**Narrative of Petition:** A densely populated high-rise would result in constant traffic congestion, not to mention noise and emissions pollution, for the surrounding neighborhoods. Traffic signals would be required at Leland crossing Mills Lane and Byron Nelson Way AND at Leland and Northgate going west. Those areas are traffic hazards now. Also, we have frequent electric outages. This would add to the strain on our grid resources.

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<td>LINDO C. KELLY</td>
<td>800 MILLS LN, 7506</td>
<td>Kelly</td>
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<td>HS. BLOOM</td>
<td>306 MILLS LN, 7506</td>
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<td>PATRICK MCGOWEN</td>
<td>812 MILLS LN 75062</td>
<td>McGowen</td>
<td>07/18/24</td>
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<td>SCOTT EMIS</td>
<td>925 W Northgate</td>
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<td>ALCIA HUERTA</td>
<td>725 SUMMERTOWN ST</td>
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<td>ALLISON LAMIN</td>
<td>3710 MILLSWOOD DR.</td>
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<td>DONALD SCHILLER</td>
<td>3713 MILLSWOOD DR.</td>
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<td>BERNARD SCHILLER</td>
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<td>LADAN WOLF</td>
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<td>07/10/24</td>
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<td>202 SUTTON</td>
<td>Brown</td>
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<td>ROSEMARY OWEN</td>
<td>802 MILLSLANE</td>
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<td>Ching</td>
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*Note: You may duplicate this form as needed for additional signatures.*

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Packet Pg. 680
PETITION AGAINST ZONING CASE# 2024-109-ZC
AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP

We, the undersigned property owners do hereby OPPOSE
comprehensive Plan Future Land Use Amendment 2024-186-CP and
OPPOSE Zoning Case 2024-109-ZC

Narrative of Petition: A densely populated high-rise would result in constant traffic congestion, not to mention noise and emissions pollution, for the surrounding neighborhoods. Traffic signals would be required at Leland crossing Mills Lane and Byron Nelson Way AND at Leland and Northgate going west. Those areas are traffic hazards now. Also, we have frequent electric outages. This would add to the strain on our grid resources.

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<tbody>
<tr>
<td>Kevin Wolfev</td>
<td>717 Sam Hill St</td>
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<td>7-17-24</td>
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<td>Judith Fawne McAd</td>
<td>4017 O'Cormac C</td>
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<td>Michelle Janae J</td>
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<td>S. James</td>
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<td>Joan AIrose</td>
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<td>Steven Keery</td>
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<td>Martha Gill</td>
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PETITION AGAINST ZONING CASE# 2024-109-ZC
AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE
AMENDMENT 2024-186-CP

We the undersigned property owners do hereby **OPPOSE**
Comprehensive Plan Future Land Use Amendment 2024-186-CP and
OPPOSE Zoning Case 2024-109-ZC

**Narrative of Petition:** A densely populated high-rise would result in constant traffic
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Also, we have frequent electric outages. This would add to the strain on our grid resources.

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<tbody>
<tr>
<td>Kevin Wolfever</td>
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<td>Michael Benham</td>
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<td>Michael Murphy</td>
<td>1024 S. Gloucester St</td>
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<td>Orin Wille</td>
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<td>1010 San Hill St</td>
<td>Tommy Ratliff</td>
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PETITION AGAINST ZONING CASE# 2024-109-ZC AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP

We the undersigned property owners do hereby OPPOSE Comprehensive Plan Future Land Use Amendment 2024-186-CP and OPPOSE Zoning Case 2024-109-ZC.

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<td>Joseph Avini</td>
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<td>Marci Zayas</td>
<td>928 Hadrian St</td>
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<td>Trudy Smith</td>
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<td>Robert G cmes</td>
<td>1006 Gloucester</td>
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Principal Petitioner | Address & Unit # | Signature | Date
--- | --- | --- | ---
# | Printed Name | Address & Unit # | Signature | Date
1 | Laura Martinez | 11017 N. Glencoe St., Irving, TX | Laura Martinez | 7/24/2024
2 | Marcus Martinez | | | 7/24/2024
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**PETITION AGAINST ZONING CASE # 2024-109-ZC AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP**

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<tr>
<td>Xavier Woodruff</td>
<td>715 San Hil St</td>
<td>Woodruff</td>
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<tbody>
<tr>
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<td>Sylvia Perez</td>
<td>1016 W. Northgate Dr</td>
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<td>7/24/24</td>
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<tr>
<td>2</td>
<td>T. Woodward</td>
<td>1000 W. Northgate Dr</td>
<td>Woodward</td>
<td>7/24/24</td>
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<tr>
<td>3</td>
<td>John G. Smith</td>
<td>928 W. Northgate Dr</td>
<td>Smith</td>
<td>7/24/24</td>
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<td>Mike Johnson</td>
<td>900 W. Northgate Dr</td>
<td>Johnson</td>
<td>7/24/24</td>
</tr>
</tbody>
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In Quail Run, the Pin represents the building and not the individual unit numbers.

Due to proximity of the addresses, some Pins may not show but are beneath the top one (ex. Country Club Place, Quail Run)

The value in the callout box represents the number of signatures collected in that location.
City of Irving
Protest Analysis Map
Zoning Case
No. 2024-109-ZC

Total Area within 200'
(Excluding Subject Parcel) = 13.5690 AC
Total Area Protesting = 0.7214 AC
Percentage of Area Protesting = 5.32%

200 Ft Protest Calculation Boundary

FROM: Business/Office
TO: Community Village

Chair Skinner read the item into the record. He then called on the applicant.

Harry Lake, 600 Travis Ct, lives and works in the City of Irving. Koa Partners is a development and real estate firm in the city, they have been responsible for bringing headquarters to Irving. This is more than just a project to them; this is their home. This is a legacy project that they really care about. The future value of this project would be 216 million dollars which could fund critical improvements. Their effort is to provide a once in a lifetime generational project. They had to reduce the footprint of the building and bring it a bit higher to accommodate that. They reduced the number of units from approximately 150 units down to 89, this was an effort to reduce the traffic impact. The theme of the project is in honor of Byron Nelson. A portion of the property will be 11 stories to represent the 11 straight wins of Byron Nelson; the other portion is about 18 stories which represents the holes of golf. On the 19th floor, they would have a 19th hole, which would serve as a venue for the public to take part in to view what the city has to offer. This would be a massive investment and they want to be a good steward for the city. They need to have executive housing to recruit the jobs necessary. This project will help attract the talent that Irving deserves. The staff report was clear, he is still available for any questions.

Commissioner Myrick asked if these are individual condos or if they are using time shares.

Mr. Lake stated that these will be for sale condominiums. If they weren’t there for a particular reason, people could rent the room. This would be ownership by someone within the community.

Commissioner Myrick asked for the height, Mr. Lake stated that the way it steps into it would be in context with what exists. They need the height as this is a parking lot in the rear, there’s trucks driving by with loud traffic. You must figure out how to get above that. This project will be unique to Irving and North Texas with phenomenal architecture.

Commissioner Myrick asked for the price range. The price range is still being worked out currently.

Commissioner Reyes asked if this were to be approved what the time frame would be on phase I and II portions.

Mr. Lake stated that they would be required to get Las Colinas Association approval. Construction will start sometime next summer.

Commissioner Reyes asked if they already have buyers formulated. Mr. Lake stated that the same brokers team who is selling on Knox in Dallas is the same group they’re working with. There is pent up demand, they feel good about where they are headed. The quality construction will be top notch.

Commissioner Reyes asked if the employee parking lot would remain in effect during construction, Mr. Lake stated that he lives right next to the area and that this project will quiet down that road. They overparked the garage to accommodate covered parking for their employees.

Commissioner Lightfoot asked if they have shown these plans to Las Colinas Association, Mr. Lake stated that they have seen what they are seeing now. They are trying to be a good neighbor and
would like to work with them on the two vacant lots to do unbelievable landscaping in honor of the John Carpenter tree. Commissioner Lightfoot feels that this height would be of concern from the perspective of the view of those at Cottonwood Valley. Mr. Lake stated that it wouldn’t be any different than what they are getting from the hotel.

Chair Skinner asked for comments on the concern regarding the increase of traffic as it is already congested as it is now, also the impact on infrastructure such as stormwater as the work on MacArthur is still ongoing. Mr. Lake stated that the increased capacity shouldn't affect this site as there has been anticipated growth here. They are glad that the infrastructure is being modified to handle the capacity. There will be less families using the same amount of land.

Chair Skinner asked about the traffic impact, Mr. Lake is very sensitive to traffic, there are few places with that amount of traffic lights in a cluster. This area was made to handle Byron Nelson tournament or resort. They will conduct a traffic study and mitigate what is necessary.

Commissioner Reyes asked if their company has had something of this density with a lot of this size.

Mr. Lake stated that this is a pretty large size, approximately 6 acres. This is considered an appropriate size; they will be delivering with the benefit of the 400 acres as they can tap into the existing hotel and country club resources.

Commissioner Haacke thanked Mr. Lake for his presentation and he has provided thorough information and this is well done. She feels that they should consider this as she is in full support of this product.

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 respects the presentation and vision, he doesn’t feel that it is a good fit for the space in that neighborhood, the height, density and parking reduction concerns him. For those reasons, he can’t support this project.

Commissioner Vigliante is in support of this product as it will complement the hotel. She is concerned about the height; however, the commissioners have talked about that.

Commissioner Prichard agrees with Commissioner Denny, he lives in this area and he feels that the traffic will only be that much worse. There is not enough room.

Commissioner Haacke moved to forward Comprehensive Plan Case #2024-132-CP to the City Council with a recommendation of approval. Commissioner Vigliante seconded the motion. There was no discussion of the motion. The motion carried 6-2.

**Ayes:** Joshua Skinner, Debbi Haacke, Priscilla Vigliante, April Myrick, Alicia Reyes, Ricky Lightfoot

**Nay:** Terry Prichard, Daniel Denny

**Absent:** Gerald Sanguino
Zoning Case 2024-186-CP

- **900 Byron Nelson Way (a.k.a. 701 Mills Ln)**
- **From**: Business/Office
- **To**: Community Village
- **Staff Recommendation**: Approval
- **P&Z Recommendation**: Approval 6-2
- **Public Comment Forms**: Six (6) in support and eleven (11) in opposition (0.07%)

- This case was postponed from the June 27, 2024 hearing by the applicant.
City of Irving

Notification Map
Zoning Case
No: 2024-109-ZC

Date: Wednesday, May 15, 2024

Geographic Information Systems (GIS) Disclaimer/Limitation of Liability
This product is for informational purposes and may not have been prepared for or is 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.

Attachment: Council Presentation  (ORD-2024-10950 : 56 - 2024-186-Cp)
200 Ft Protest Calculation Boundary
Ordinance -- 2024-109-ZC - Considering a Zoning Change from PUD 1 (C-N) "Planned Unit Development No. 1 for Neighborhood Commercial Uses" to S-P-2 (Mixed Use) "Generalized Site Plan - Mixed Use" and Establishing Development Standards for Urban Style Development - 900 Byron Nelson Way (Also Known as 701 Mills Lane) - Postponed from June 27, 2024

Administrative Comments

1. The Planning and Zoning Commission recommended approval on June 3, 2024 by a vote of 5-3.
   
   Commissioners in support: Haacke, Vigliante, Myrick, Lightfoot, Reyes,
   Commissioners in opposition: Skinner, Prichard, Denny
   Commissioner absent: Sanguino

2. Owner: DLC Hotel Owner, LLC
   Applicant: Koa Partners

3. The subject property is a 5.67-acre vacant tract. The applicant is requesting a zoning change to allow a mixed use development built in two-phases, including up to 89 multifamily units.

4. While the property is currently in PUD 1 (Planned Unit Development 1), the proposed project does not fit into the PUD 1 structure. The PUD does not allow for a "mixed use" product, nor does it have any remaining multifamily capacity. Accordingly, staff recommended that the applicant submit a zoning change request to remove the property from the PUD and be rezoned as a S-P-2 “Site Plan” zoning and set the standards for the Urban Mixed Use development.

5. The development is proposed to be in two phases. Phase 1 will be on the northern 3.6 acres of the property and is expected to consist of multifamily and restaurant uses, most likely in a single structure. The applicant’s letter states that they anticipate it will "consist of a branded condominium tower sitting atop of a structured parking garage with the garage roof serving as an amenity/pool deck", with “either an exclusive club/lounge at the top of the tower for use by the residences or a fine dining restaurant (tenant space) that is open to the general public”.

6. The applicant’s letter states that Phase 2 “is anticipated to be a mix of Commercial/Entertainment, and additional condominium uses,” and the site plan states it could include multifamily, hotel, office, retail, restaurant, indoor amusement, and/or other commercial uses.
   
   a. "Indoor Amusement" uses would require a Conditional Use Permit to be approved by the City Council prior to issuance of a Certificate of Occupancy, as the property is within 500 feet of single-family residential property. Staff has requested that the applicant add a clarifying note on the site plan.

   b. Restaurants requesting to sell alcoholic beverages will still require S-P-1 (R-
AB) zoning, per Section 3.3 of the Unified Development Code

7. The city’s Unified Development Code (UDC) does not provide a definition of “Mixed Use” outside of a Transit-Oriented Development (TOD) District or the State Highway 161 Overlay. Additionally, the Irving Unified Development Code does not have an existing zoning district that provides standards for a mixed use development such as the one being proposed; the TOD/Transit Oriented Development district provides for an urban form, high intensity mixed use in proximity to a rail station, which is not appropriate nor applicable at this location. Therefore, the applicant is establishing the standards for this mixed use development through the S-P-2 process.

8. The proposal is a “Mixed Use” product and not purely a multifamily product and therefore Multifamily Concept Plan standards that create “garden style” apartments are not appropriate. The proposed site plan includes a note that Section 3.13 “Multifamily Development” does not apply for this development, nor is a Multifamily Concept Plan required. However, the standards in 3.13 were used, in part, to evaluate the standards for the proposed mixed use development. Many of the standards listed on page 2 of the site plan are informed by the multifamily development standards but they are not required “variances”.

9. The applicant proposes the following development standards:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Min. Front Building Setback</td>
<td></td>
</tr>
<tr>
<td>- From Byron Nelson Way</td>
<td>10 feet</td>
</tr>
<tr>
<td>- From Leland Blvd</td>
<td>20 feet</td>
</tr>
<tr>
<td>Min. Side and Rear Building Setbacks</td>
<td>10 feet</td>
</tr>
<tr>
<td>Minimum Separation Between Buildings (end-to-end)</td>
<td>30 feet</td>
</tr>
<tr>
<td>Maximum Building Length</td>
<td>365 feet</td>
</tr>
<tr>
<td>Minimum Height</td>
<td>Residential: 7 stories or 80 feet (excl. levels of podium garage) Non-residential: no minimum</td>
</tr>
<tr>
<td>Maximum Height</td>
<td>20 stories or 250 feet</td>
</tr>
<tr>
<td>Hotel (as part of mixed use building)</td>
<td>Does not need to comply with Sec. 3.10 “Hotel Development Standards”</td>
</tr>
<tr>
<td>Hotel (stand-alone building)</td>
<td>Shall comply with Sec. 3.10 “Hotel Development Standards”</td>
</tr>
<tr>
<td>Max. Lot Coverage</td>
<td></td>
</tr>
<tr>
<td>- Buildings</td>
<td>80%</td>
</tr>
<tr>
<td>- Buildings, Driveways, and Parking</td>
<td>90%</td>
</tr>
<tr>
<td>Dwelling Unit Size</td>
<td>Will comply with standards in Sec. 3.13.2 (d)(6) “Multifamily Development”</td>
</tr>
<tr>
<td>Street Trees</td>
<td></td>
</tr>
<tr>
<td>- Minimum</td>
<td>1 tree per 30 feet on center</td>
</tr>
<tr>
<td>- Maximum</td>
<td>1 tree per 50 feet on center</td>
</tr>
</tbody>
</table>
Minimum Landscape Buffer
- Side/Rear adjacent to other non-residential structures 8 feet
- Abutting public streets 10 feet
- Adjacent to principal buildings 8 feet

10. Parking for all uses will comply with those established in Sections 4.4.3 “Off-Street Parking Requirements” and in Section 3.10 “Hotel Development Standards of the Unified Development Code. Multifamily uses will have the following parking requirements:

<table>
<thead>
<tr>
<th>Required Parking</th>
<th>Multifamily Standards (Sec 3.13.2)</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Bedroom</td>
<td>1.5 spaces/unit</td>
<td>1.5 spaces/unit (no variance)</td>
</tr>
<tr>
<td>Two Bedrooms</td>
<td>1.8 spaces/unit</td>
<td>1.8 spaces/unit (no variance)</td>
</tr>
<tr>
<td>Three Bedrooms</td>
<td>2.5 spaces/unit</td>
<td>2.5 spaces/unit (no variance)</td>
</tr>
<tr>
<td>Four Bedrooms</td>
<td>3.0 spaces/unit</td>
<td>2.5 spaces/unit (0.5 space variance)</td>
</tr>
</tbody>
</table>

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

   a. The **Fire Department** stated that future development must comply with all IFD codes and ordinances.

   b. The **Traffic Department** stated that a Traffic Impact Analysis (TIA) shall be required and approved prior to the issuance of a building permit. The developer should contact the Traffic and Transportation Department for requirements and scope of the TIA.

   c. The **Water Utilities Department** stated that it is unclear if capacity exists in the sanitary sewer system for this development. A sewer capacity study, and possibly infrastructure upgrades, will be required prior to approval of any plats or building permits. Additionally, the department noted that utility easements cannot be abandoned by plat or through zoning.

   d. The **CIP Department** stated that the City will require a 10-foot utility easement along Leland Boulevard during the platting process, and that the City will keep the existing 10-foot utility easement along Byron Nelson Way.

12. With a location next to a large hotel, golf course, retail center, multifamily (condo) uses and single family residential, the site has the opportunity to showcase how mid-density mixed use projects can be completed at appropriate infill locations. Residents will have access to ample retail, restaurant and recreation uses within walking distance, adjacent to the property. Finally, development is anticipated to provide a more walkable environment adjacent to the property. For these reasons, staff can support this request.

13. A total of 377 public notices were mailed. Staff received six (6) responses in support and thirteen (13) responses in opposition to this request, plus a petition in opposition with 184 signatures (163 addresses). The opposition represents 5.32% of the land within 200 feet of the subject property. Since this is less than 20%, per
state law a ¾-vote is not required for approval.

14. This case was postponed from the June 27, 2024 City Council meeting at the applicant’s request.

**Staff Recommendation**

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

**ADDITIONAL COMMENTS:**

<table>
<thead>
<tr>
<th>Contract Required:</th>
<th>Review Completed By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Action:</td>
<td>Council Action:</td>
</tr>
<tr>
<td>Discretionary Contract Disclosure Form Required:</td>
<td></td>
</tr>
<tr>
<td>Certificate of Interested Parties (Form 1295) Required:</td>
<td></td>
</tr>
<tr>
<td>TGC 2271 Verification Form Required:</td>
<td></td>
</tr>
<tr>
<td>TGC 2274 Verification Form Required:</td>
<td></td>
</tr>
</tbody>
</table>

**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’s Narrative (PDF)
- Public Comment Forms in Support (PDF)
- Public Comment Forms in Opposition (PDF)
- Protest Analysis Map (PDF)
- DRAFT PZ Minutes - 06-03-2024 (PDF)
- Applicant’s Renderings (PDF)
- Council Presentation (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

NONE

**REVISION INFORMATION:**

Prepared: 6/7/2024 04:08 PM by Kenneth Bloom
Last Updated: 7/26/2024 10:00 AM by Kenneth Bloom
ORDINANCE NO. ORD-2024-10951

ZONING CASE NO. 2024-109-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 G. W. CLARK SURVEY, ABSTRACT NO. 371, LOCATED AT 900 BYRON NELSON WAY, ALSO KNOWN AS 701 MILLS LANE, FROM PUD 1 (C-N) “PLANNED UNIT DEVELOPMENT NO. 1 FOR NEIGHBORHOOD COMMERCIAL USES” TO S-P-2 (MIXED USE) “GENERALIZED SITE PLAN – MIXED USE”; 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 June 3, 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 2024-109-ZC, changing the zoning classification of certain property located at 900 Byron Nelson Way, also known as 701 Mills Lane, described in Exhibit A attached hereto, from PUD 1 (C-N) “Planned Unit Development No. 1 for Neighborhood Commercial” uses to S-P-2 (Mixed Use) “Generalized Site Plan – Mixed Use”.

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 the establishment of
development standards for “Mixed Use” as follows:

i) “Mixed Use” shall include at least two of the following uses in each phase of development: multifamily residential, office, retail, restaurant/private club, hotel, indoor amusement, and commercial;

ii) A Certificate of Occupancy for Indoor Amusement uses shall only be issued upon approval of a Conditional Use Permit (CUP) per Section 2.3.5 of the Unified Development Code;

iii) Setting the minimum building setback from Byron Nelson Way to ten (10) feet;

iv) Setting the minimum building setback from Leland Boulevard to twenty (20) feet;

v) Setting the minimum side building setback to ten (10) feet;

vi) Setting the minimum rear building setback to ten (10) feet;

vii) Setting the minimum separation between buildings, end-to-end, to thirty (30) feet;

viii) Setting the maximum building length to 365 feet;

ix) Setting the minimum height for a primarily residential building to seven (7) stories or 80 feet, exclusive of the height attributed to the levels of a podium garage;

x) Setting the minimum height for a non-residential building to zero (0) feet;

xi) Setting the maximum height for a building to twenty (20) stories or 250 feet;

xii) Exempting hotel uses that are part of a mixed use (residential) building do not need to comply with Section 3.10 (Hotel Development Standards) of the Unified Development Code;

xiii) Allowing hotel uses in a stand-alone building provided that the hotel use complies with Section 3.10 (Hotel Development Standards) of the Unified Development Code;

xiv) Setting the maximum lot coverage by buildings to eighty percent (80%);

xv) Setting the maximum lot coverage by buildings, driveways and parking to ninety percent (90%);

xvi) Setting the minimum dwelling unit size to comply with Section 3.13.2 (d)(6) (Multifamily Development) of the Unified Development Code;

xvii) Setting the requirement for street trees to be a minimum of one (1) tree per thirty (30) feet on center, and to be a maximum of one (1) tree per fifty (50) feet on center;

xviii) Setting the minimum landscape buffer for side and/or rear property lines adjacent to other non-residential uses to eight (8) feet;

xix) Setting the minimum landscape buffer along public streets to ten (10) feet;

xx) Setting the minimum landscape buffer adjacent to principal buildings to eight (8) feet;
xxi) Setting the minimum off-street parking requirements for all uses other than multifamily uses to those established in Section 4.4.3 (Off-street Parking Requirements) and Section 3.10 (Hotel Development Standards) of the Unified Development Code; and

xxii) Setting the minimum off-street parking requirements for multifamily uses to the following:

1. Units with one bedroom: 1.5 spaces per unit
2. Units with two bedrooms: 1.8 spaces per unit
3. Units with three or more bedrooms: 2.5 spaces per unit

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: 2024-109-ZC and 2024-186-CP
900 Byron Nelson Way (also known as 701 Mills Lane)
S-P-2 (Mixed Use) “Generalized Site Plan – Mixed Use”

Legal Description of the Property

Tract 24:

BEING an approximately 5.68 acre tract of land situated in the G.W. Clark Survey, Abstract No. 371 in the City of Irving, Dallas County, Texas, said tract of land being more particularly described by metes and bounds as follows:

BEGINNING at an "X" cut in concrete at the intersection of the Southwesterly right-of-way line of Byron Nelson Way (a 60.0 foot R.O.W.) as recorded in Volume 80246, Page 2822, of the Deed Records of Dallas County, Texas, and the Northerly Legal Description right-of-way line of Leland Drive (a 100.00 foot R.O.W.);

THENCE South 55 degrees 03 minutes 00 seconds West, along the said Northerly right-of-way line of Leland Drive a distance of 280.66 feet to a 1/2 inch iron rod set for the Southeast corner of Lot 2, Block A, of the Replat of Sector 6, Phase I, an Addition to the City of Irving, Dallas County, Texas, according to the Plat thereof recorded in Volume 86197, Page 2731, of the Deed Records of Dallas County, Texas;

THENCE North 26 degrees 56 minutes 17 seconds West along the Northeasterly line of said Lot 2 a distance of 205.76 feet to a 1/2 inch iron rod set for corner;

THENCE North 73 degrees 49 minutes 33 seconds West, continuing along the said Northeast line of Lot 2, a distance of 134.73 feet to a 1/2 inch iron rod found for common corner of said Lot 1 and said Lot 2 of said Replat of Section 6, Phase I;

THENCE North 06 degrees 23 minutes 02 seconds West, along said Lot 1 a distance of 723.91 feet to a 1/2 inch iron rod set for corner in the curving said Westerly right-of-way line of Byron Nelson Way, same being the point of curvature of a curve to the right having a central angle of 60 degrees 25 minutes 46 seconds a radius of 542.96 feet;

THENCE Southeasterly along the said curve to the right and the said right-of-way line of Byron Nelson Way an arc distance of 572.66 feet and a chord bearing and distance of South 41 degrees 57 minutes 41 seconds East, 546.48 feet to a 1/2 inch iron rod set for corner;

THENCE South 11 degrees 44 minutes 47 seconds East, along the right-of-way line of said Byron Nelson Way a distance of 89.59 feet to a 1/2 inch iron rod set for corner, said point being in a curve to the left having a central angle of 23 degrees 12 minutes 59 seconds, and a radius of 507.46 feet;

THENCE Southwesterly along said curve to the left and said right-of-way of Byron Nelson Way an arc distance of 205.62 feet and a chord bearing and distance of South 23 degrees 21 minutes 17 seconds East, 204.22 feet to a 1/2 inch iron rod set for corner;
THENCE South 34 degrees 57 minutes 47 seconds East, continuing along the right-of-way line of said Byron Nelson Way a distance of 119.64 feet to the POINT OF BEGINNING.
**TABLE 5-P-2 URBAN MIXED-USE DEVELOPMENT STANDARDS**

--- Byron Nelson Way and Leland Boulevard ---

<table>
<thead>
<tr>
<th>STANDARD</th>
<th>PROPOSED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Framework Plan</td>
<td>Not Required</td>
</tr>
<tr>
<td>Multifamily Concept Plan</td>
<td>Not Required</td>
</tr>
<tr>
<td>Building Side/Rear Setbacks</td>
<td>10'-0&quot;</td>
</tr>
<tr>
<td>Min. Front Setback from Byron Nelson Blvd.</td>
<td>20'-0&quot;</td>
</tr>
<tr>
<td>Minimum Separations Between Buildings (end to end)</td>
<td>10'-0&quot;</td>
</tr>
<tr>
<td>Maximum Building Length</td>
<td>360'-0&quot;</td>
</tr>
<tr>
<td>Maximum Height of Structure</td>
<td>20-stories / 250'-0&quot;</td>
</tr>
</tbody>
</table>

**SITE PARKING REQUIREMENTS (per 4.4.3)**

<table>
<thead>
<tr>
<th>Parking Requirements by Use:</th>
<th>Ratio Required by Ordinance:</th>
<th>Proposed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hotel (new)</td>
<td>1 space / room for the first 250 rooms and .75 spaces / room for each room over 250 rooms. Plus, 1 space / 5 seats in restaurant/bar/lounge and 1 space / 125 SF of meeting/conf. area</td>
<td>Will Comply</td>
</tr>
<tr>
<td>Office</td>
<td>8 spaces for development up to 1,000 SF and 1 space additional / 300 SF beyond 1,000 SF</td>
<td>Will Comply</td>
</tr>
<tr>
<td>Retail</td>
<td>1 space / 200 SF</td>
<td>Will Comply</td>
</tr>
<tr>
<td>Restaurant / Private Club</td>
<td>1 space / 2.5 seats</td>
<td>Will Comply</td>
</tr>
<tr>
<td>UnMission, indoor</td>
<td>1 space / 100 SF</td>
<td>Will Comply</td>
</tr>
<tr>
<td>Commercial</td>
<td>1 space / 200 SF</td>
<td>Will Comply</td>
</tr>
<tr>
<td>Multi-family</td>
<td>1.5 spaces / unit</td>
<td>1.8 spaces / unit</td>
</tr>
<tr>
<td></td>
<td>3-Bedroom</td>
<td>4-Bedroom</td>
</tr>
<tr>
<td></td>
<td>2.5 spaces / unit</td>
<td>2.5 spaces / unit</td>
</tr>
</tbody>
</table>

- Hotel Uses: Standalone: Apply the appropriate standard per City of Irving
- Lot Coverage by Buildings: 80%
- Lot Coverage by Buildings, Driveways, and parking spaces: 90%
- Minimum Lot Size and Mix (Minimum Ave. OFS):
  - 1-Bedroom: Will comply
  - 2-Bedroom: Will comply
  - 3-Bedroom: Will comply
  - 4-Bedroom: Will comply
- Parking: Mixed-Use: See Site Parking Tabulations Table
- Street Trees: Spacing:
  - 1 tree / 40'-0" Minimum
  - 1 tree / 50'-0" Maximum
- Min. Landscape Buffer - side/rear adjacent to other MF/non-Residential uses: 8'-0" wide
- Min. Landscape Buffer abutting public streets: 10'-0" wide
- Min. Landscape Buffer adjacent to principal buildings: 8'-0" wide
Case Location

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, May 15, 2024

Vicinity Map
Zoning Case
No: 2024-109-ZC

City of Irving

Vicinity Map
Zoning Case
No: 2024-109-ZC

1:125,000

0 6,500 13,000 Feet
City of Irving

Aerial View Map
No: 2024-109-ZC

Date: Wednesday, May 15, 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

Future Land Use Map
Zoning Case
No: 2024-109-ZC

Date: Wednesday, May 15, 2024

Geographic Information Systems (GIS) Disclaimer/Limitation of Liability:
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City of Irving
Surrounding Zoning Map
Zoning Case
No: 2024-109-ZC

Date: Wednesday, May 15, 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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</table>
May 22nd, 2024

Ken Bloom, AICP
Planning Manager
City of Irving Planning Department
825 W. Irving Blvd
Irving, TX, 75060

Dear Ken Bloom,

We’re excited to present to you a detailed overview of the proposed mixed-use development project slated for Las Colinas. With a focus on urban vibrancy, zoning considerations, and amenities integration, we believe this project will contribute positively to the community. Below, you’ll find a comprehensive breakdown of the key aspects of the development plan.

The Project site is 5.67 acre tract located at the intersection of Byron Nelson Way and Leland Blvd in Las Colinas adjacent to the Nelson Golf & Sports Club. The site will be developed as a single tract in two phases. The timing of Phase II is currently contemplated to follow the completion of Phase I but exact timing is not yet known. Phase II is anticipated to be a mix of Commercial/Entertainment, and additional condominium uses. Ownership is seeking approval of a new Mixed-Use zoning classification based on the attached Site Plan and Table 1: S-P-2 Urban Mixed-Use Development Standards.

The Phase I project sits on approximately 3.6 acres of the site and consists of a branded condominium tower sitting atop of a structured parking garage with the garage roof serving as an amenity / pool deck for the residences and a recreational space for all ages. We anticipate that the project will be submitted as non-separated mixed-use for the purposes of permitting so there will be no distance separation between the residential uses and the parking garage. The Project is intended share amenities with the Ritz Carlton Hotel (part of the adjacent Nelson Golf & Sports Club) located directly north of the property across Byron Nelson Way. Phase I is envisioned as having either an exclusive club / lounge at the top of the tower for use by the residences or a fine dining restaurant (tenant space) that is operated independently from the Residential Tower for the use of the general public. A pedestrian and golf cart path will connect
the residents from the parking garage to the Nelson Golf & Sports Club property to allow for ease of access to these amenities.

It is intended that the Phase I structured parking garage will support all parking required for the residences and residence guests. The existing surface parking lot to the south will remain as-is and temporarily used as additional surface parking designated for hotel staff until Phase II begins construction. A new 24’ wide service access lane that will double as a fire lane and service access will be striped around the west and south sides of the Project. All loading and trash services shall be provided within the structure of the parking garage to avoid any unsightly views from surrounding properties.

The Phase I tower is anticipated to be no more than 20-stories and no more than 250’ in height measured from the lowest finished grade elevation (level of fire truck access) at the base of the building to the highest occupied floor level of the tower. Parapet and non-occupied mechanical spaces are not considered in the height calculation. We anticipate that Phase II would fit within this same height limitation as well.

The proposed zoning for the site does anticipate a higher density development and lot coverage than what the current multi-family regulations allow. We have asked for an increase in density (unit / acre) and lot coverage as would be anticipated for a project of this type and scope. Once Phase II is complete, the site will meet or exceed the proposed requirements included in the SP-2 submission. Phase I will also meet these requirements for the portion of the site that is occupied by Phase I. The proposed development standards also reduces the setback requirements (as outlined in the SP-2 submission) from what is currently required for standard multi-family sites. This setback will be treated as a minimum distance and help to create a more urban approach to how the project will meet the street. This allows our Design Team to vary the building’s façade from the property line and create a more dynamic façade which varies depth and responds to the existing topography and roadway.

Phase II, while it is not currently designed, is intended to be a mixed-use development containing a variety of uses (including potentially hotel, multi-family [mid-rise/high-rise], retail / restaurants, etc.). Phase II could include 1-story retail that is either lining a structured parking deck, free-standing, or potentially in the podium under the elevated parking or tower above. There is a possibility that Phase II could be all multi-family residential (condominium) & parking uses as well. The exact programming of Phase II will be dependent on the market conditions at the time when the project is developed.

We anticipate that, being a branded residential product, the landscape design will be in line with both the City’s and Brand standards for this kind of product. It is our intention to provide a minimum requirement for the landscape buffer that will be viewed as a true minimum where the building face steps closer to the property line and around the base of the parking deck.
Refer to the expanded Table 1: S-P-2 Urban Mixed-Use Development Standards for your approval. The intent of this table is to incorporate current standards from other sections of the zoning ordinance that apply to this new mixed-use development at the intersection of Leland Blvd. & Byron Nelson Way. The chart below provides the reference to the specific ordinance sections being incorporated. The Code reference shown (with a Code number) on Table 1 is either from the Multi-Family Residential-2 (2.14.13) or Multifamily Development (3.13.1) ordinances. See complete Table 1 below for reference.

In conclusion, we believe that the proposed mixed-use development aligns with the vision for urban growth and community enhancement in Las Colinas. We appreciate your time and attention to reviewing this project, and we're eager to collaborate further to ensure its successful realization. Please feel free to reach out to me if you have any questions regarding the above. Thank you for your consideration.

Best regards,

Jhevasse Mitchell
Executive Vice President
Koa Partners
<table>
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<th>CODE</th>
<th>STANDARD</th>
<th>REQUIRED</th>
<th>PROPOSED</th>
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<td>3.13.1</td>
<td>Community Framework Plan</td>
<td>Submission to Planning &amp; Zoning</td>
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<td>3.13.2</td>
<td>Multifamily Concept Plan</td>
<td>New Development authorizing the construction of multifamily dwelling</td>
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<td>3.13.2(d)(5)(d)</td>
<td>Building Side/Rear Setbacks</td>
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<td>10'-0&quot;</td>
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<td>3.13.2(d)(5)(c)</td>
<td>Min. Front Setback from Byron Nelson Blvd.</td>
<td>35'-0&quot; + 5' for ea. Story above 2</td>
<td>10'-0&quot;</td>
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<tr>
<td>3.13.2(d)(5)(c)</td>
<td>Min. Front Setback from Leland Blvd.</td>
<td>35'-0&quot; + 5' for ea. Story above 3</td>
<td>20'-0&quot;</td>
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<td>3.13.2(d)(5)(e)</td>
<td>Minimum Separations Between Buildings (end to end)</td>
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<td>30'-0&quot;</td>
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<td>3.13.2(d)(5)(a)</td>
<td>Maximum Building Length:</td>
<td>200'-0&quot;</td>
<td>20-stories / 250'-0&quot;</td>
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<td>3.13.2(d)(5)(b)</td>
<td>Maximum Height of Structure</td>
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<td>Residential: 7-Stories / 80'-0&quot; (measure shall not include levels of podium garage)</td>
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<td>Non-Residential: No Minimum</td>
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<td>Hotel Uses: Under Structure</td>
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<td>Not Required to Comply with 3.10</td>
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<td>Apply the appropriate standard per City of Irving</td>
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<td>2.4.14(e)(2)</td>
<td>Lot Coverage by Buildings</td>
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<td>80%</td>
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<td>2.4.14(e)(3)</td>
<td>Lot Coverage by Buildings, Driveways, and parking spaces</td>
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<td>90%</td>
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<td>3.13.2(d)(6)</td>
<td>Dwelling Size and Mix (Minimum Ave GSF):</td>
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<td></td>
<td>1-Bedroom</td>
<td>650 GSF</td>
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<td></td>
<td>2-Bedroom</td>
<td>900 GSF</td>
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<td></td>
<td>3-Bedroom</td>
<td>1,100 GSF</td>
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<td></td>
<td>4-Bedroom</td>
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<td>3.13.2(d)(3)</td>
<td>Parking: Mixed-Use</td>
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<td>See Site Parking Tabulations Table</td>
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<td>Street Trees: Spacing</td>
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<td>Min. Landscape Buffer - side/rear adjacent to other MF/non-Residential uses</td>
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<td>8'-0&quot; wide</td>
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<td>3.13.2(d)(8)(c)</td>
<td>Min. Landscape Buffer abutting public streets</td>
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<td>3.13.2(d)(8)(d)</td>
<td>Min. Landscape Buffer adjacent to principal buildings</td>
<td>12'-0&quot; wide</td>
<td>8'-0&quot; wide</td>
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PUBLIC COMMENT FORM (Corrected)
*** Please type or use black ink ***

Planning Department
PO Box 152288
Irving, Texas 75015-2288
or planning@cityofirving.org

X I am FOR Comprehensive Plan Future Land Use Amendment 2024-186-CP as explained on the attached public notice.

X I am FOR Zoning Case 2024-109-ZC as explained on the attached public notice.

Date, Location & Time of:
PLANNING & ZONING COMMISSION MEETING: Monday, June 3, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, June 27, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: DLC HOTEL OWNER LLC
(please print)
Address: 4150 North MacArthur Blvd, Irving, Texas 75038

Tax Account (DCAD) Number: 
(if shown on enclosed map):

Signature: 

Date: June 3, 2024

Phone (optional): 213.518.0583

Please provide comments explaining the reasons for your support or opposition:

________________________________________________________________________

________________________________________________________________________

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________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

KB
Mark A. Williams
Fairway Vista HOA
4407 Lena Lane
Irving, TX 75038
972.358.6101

PUBLIC COMMENT FORM
(2024-132-CP and 2024-102-ZC- 720 N Britain Rd.)
*** Please type or use black ink ***

Planning Department
PO Box 152288
Irving, Texas 75015-2288
or planning@cityofirving.org

X I am FOR Comprehensive Plan Future Land Use Amendment 2024-132-CP as explained on the
attached public notice.

___ I am AGAINST Comprehensive Plan Future Land Use Amendment 2024-132-CP as explained on the
attached public notice.

X I am FOR Zoning Case 2024-102-ZC as explained on the attached public notice.

___ I am AGAINST Zoning Case 2024-102-ZC as explained on the attached public notice.

Date, Location & Time of:
PLANNING & ZONING
COMMISSION MEETING:
Monday, May 6, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING:
Thursday, May 30, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: MARK A. WILLIAMS
(please print)

Address: 4407 LENA LANE
IRVING, TX 75038

Tax Account (DCAD) Number
(if shown on enclosed map):

Signature:

Date: JUNE 01, 24

Phone (optional): 972.358.6101

Please provide comments explaining the reasons for your support or opposition:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

KB
PUBLIC COMMENT FORM (Corrected)  
*** Please type or use black ink ***

Planning Department  
PO Box 152288  
Irving, Texas 75015-2288  
or  
planning@cityofirving.org

✓ I am FOR Comprehensive Plan Future Land Use Amendment 2024-186-CP as explained on the attached public notice.

I am AGAINST Comprehensive Plan Future Land Use Amendment 2024-186-CP as explained on the attached public notice.

✓ I am FOR Zoning Case 2024-109-ZC as explained on the attached public notice.

I am AGAINST Zoning Case 2024-109-ZC as explained on the attached public notice.

Date, Location & Time of:

PLANNING & ZONING COMMISSION MEETING: Monday, June 3, 2024, 7 p.m.  
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, June 27, 2024, 7 p.m.  
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Pamela S. Thompson  
Address: 4513 N. O'Connor Rd. #2133, Irving, TX 750

Tax Account (DCAD) Number (if shown on enclosed map):

Signature: Pamela S. Thompson

Date: 14 June 2024

Phone (optional): 972-281-3040

Please provide comments explaining the reasons for your support or opposition:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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________________________________________________________________________

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________________________________________________________________________

KB
PUBLIC COMMENT FORM (Corrected)
(2024-186-CP and 2024-109-ZC--900 Byron Nelson Way (701 Mills Ln.)
***Please type or use black ink***

Planning Department
PO Box 152288
Irving, Texas 75015-2288

or
planning@cityofirving.org

☐ I am FOR Comprehensive Plan Future Land Use Amendment 2024-186-CP as explained on the attached public notice.

☒ I am AGAINST Comprehensive Plan Future Land Use Amendment 2024-186-CP as explained on the attached public notice.

☐ I am FOR Zoning Case 2024-109-ZC as explained on the attached public notice.

☒ I am AGAINST Zoning Case 2024-109-ZC as explained on the attached public notice.

Date, Location & Time of:
PLANNING & ZONING COMMISSION MEETING: Monday, June 3, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, June 27, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Lorraine Lajiness
(please print)

Address: 4539 N O'Connor Rd Unit 1330
Irving, TX 75062

Tax Account (DCAD) Number (if shown on enclosed map):

Signature: Lorraine Lajiness

Date: 5/30/2024

Phone (optional):

Please provide comments explaining the reasons for your support or opposition:

________________________________________

________________________________________

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PUBLIC COMMENT FORM  
(2024-132-CP and 2024-102-ZC – 720 N Britain Rd.)
*** Please type or use black ink ***

Planning Department  
PO Box 152288  
Irving, Texas  75015-2288  

X I am FOR Comprehensive Plan Future Land Use Amendment 2024-132-CP as explained on the attached public notice.

_____ I am AGAINST Comprehensive Plan Future Land Use Amendment 2024-132-CP as explained on the attached public notice.

X I am FOR Zoning Case 2024-102-ZC as explained on the attached public notice.

_____ I am AGAINST Zoning Case 2024-102-ZC as explained on the attached public notice.

Date, Location & Time of:

PLANNING & ZONING COMMISSION MEETING:  
Monday, May 6, 2024, 7 p.m.  
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING:  
Thursday, May 30, 2024, 7 p.m.  
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Lorraine Lajiness  
Address: 4539 N O'Connor Rd  
Unit 1230, Irving 75062

Tax Account (DCAD) Number (if shown on enclosed map):  
Signature: Lorraine Lajiness  
Date: 5/28/2024

Phone (optional): 

Please provide comments explaining the reasons for your support or opposition:

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KB

Packet Pg. 723
I am FOR Comprehensive Plan Future Land Use Amendment 2024-186-CP as explained on the attached public notice.

I am AGAINST Comprehensive Plan Future Land Use Amendment 2024-186-CP as explained on the attached public notice.

I am FOR Zoning Case 2024-109-ZC as explained on the attached public notice.

I am AGAINST Zoning Case 2024-109-ZC as explained on the attached public notice.

Date, Location & Time of:

PLANNING & ZONING COMMISSION MEETING: Monday, June 3, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, June 27, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: MARIA REGINA ARGUNDEGUI
(please print)
Address: 4567 N. O'CONNOR # 331
IRVING, TX 75062

Tax Account (DCAD) Number:
(if shown on enclosed map):

Signature: _______________________________________________________________________

Date: 05/19/2024

Phone (optional): __________________________________________

Please provide comments explaining the reasons for your support or opposition:

INCREASED DINING OPTIONS

RESIDENTIAL PROPERTY VALUES

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________
PUBLIC COMMENT FORM
(2024-132-CP and 2024-102-ZC– 720 N Britain Rd.)
*** Please type or use black ink ***

Planning Department
PO Box 152288 or planning@cityofirving.org
Irving, Texas 75015-2288

I am FOR Comprehensive Plan Future Land Use Amendment 2024-132-CP as explained on the attached public notice.

I am AGAINST Comprehensive Plan Future Land Use Amendment 2024-132-CP as explained on the attached public notice.

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PLANNING & ZONING COMMISSION MEETING: Monday, May 6, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, May 30, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Catherine & Jack Dial
(please print)
Address: 4610 O'CONNOR CT.

IRVING, TX 75062

Tax Account (DCAD) Number
(if shown on enclosed map):

Signature: Catherine & Jack Dial
Date: 6-1-24

Phone (optional):

Please provide comments explaining the reasons for your support or opposition:
PUBLIC COMMENT FORM (Corrected)
(2024-186-CP and 2024-109-ZC – 900 Byron Nelson Way (701 Mills Ln.))
*** Please type or use black ink ***

Planning Department
PO Box 152288
Irving, Texas 75015-2288
or planning@cityofirving.org

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Date, Location & Time of:

PLANNING & ZONING
COMMISSION MEETING:
Monday, June 3, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING:
Thursday, June 27, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Angelina Rodriguez-Diaz
(please print)
Address: 4505 N. O'Connor Rd., # 1123
Irving, Texas 75062

Tax Account (DCAD) Number
(if shown on enclosed map):

Signature: Angelina Rodriguez-Diaz

Date: 2/31/2024

Phone (optional): ____________________________

Please provide comments explaining the reasons for your support or opposition:

Many reasons for opposition:

1 - too much of a disturbance to our community at "Quail Run"
2 - on-going traffic congestion for a densely populated high-rose
3 - will impact community quality of life.
PUBLIC COMMENT FORM (Corrected)
*** Please type or use black ink ***

Planning Department
PO Box 152288
Irving, Texas 75015-2288

or
planning@cityofirving.org

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Date, Location & Time of:
PLANNING & ZONING COMMISSION MEETING: Monday, June 3, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, June 27, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Michael W. CATE
Address: 4505 N. O'Connor Rd. #1126
       Irving, TX 75062

Tax Account (DCAD) Number
(if shown on enclosed map):

Signature: Michael W. Cate
Date: 5/29/24
Phone (optional): 972-768-3901

Please provide comments explaining the reasons for your support or opposition:

See Attached Comments

_________________________
Michael W. Cate. 4505 N. O'Connor Road, Unit 1126, Irving Texas 75062.

Comment Re: Proposed Land Use and Zoning Changes – 900 Byron Nelson Way

My wife and I are long-time owners in Quail Run. O'Connor Road, Leland Blvd., Northgate Drive & MacArthur Blvd. are key traffic areas in and out of Las Colinas. Not only is Leland one of two entries into Quail Run, it is also the primary entry street for the residents of Fairway Vista. These two developments alone are home to over 700 people. And this number doesn’t include residents in the private homes in the cul de sac off Leland, or those in homes on Northgate and in Cottonwood Valley. This is already a very dense residential area. Leland is often so busy during heavy traffic times that cars can be backed up from O'Connor all the way up to Northgate. Furthermore, cars entering Quail Run off the O'Connor entrance can be backed up out onto O'Connor, impeding Southbound traffic on O'Connor – another safety issue. We are very opposed to additional residential development on Byron Nelson Way (701 Mills Lane.) It will exacerbate traffic congestion, noise, and would require additional stop lights or stop signs for needed safety. The Zoning and Future Land Use for this site should definitely not be changed.
PUBLIC COMMENT FORM (Corrected)
*** Please type or use black ink ***

Planning Department
PO Box 152288
Irving, Texas 75015-2288

or planning@cityofirving.org

I am FOR Comprehensive Plan Future Land Use Amendment 2024-186-CP as explained on the attached public notice.

I am AGAINST Comprehensive Plan Future Land Use Amendment 2024-186-CP as explained on the attached public notice.

I am FOR Zoning Case 2024-109-ZC as explained on the attached public notice.

I am AGAINST Zoning Case 2024-109-ZC as explained on the attached public notice.

Date, Location & Time of:

PLANNING & ZONING COMMISSION MEETING: Monday, June 3, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, June 27, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Kara Cohen
(please print)
Address: 4517 N Glenbrook Rd. #1189 Irving 75063

Tax Account (DCAD) Number (if shown on enclosed map): # 3241705888541189

Signature: Kara Cohen

Date: 07/29/2024

Phone (optional):

Please provide comments explaining the reasons for your support or opposition:

This will cause us to have too much traffic plus overcrowding
PUBLIC COMMENT FORM
(2024-132-CP and 2024-102-ZC– 720 N Britain Rd.)
***Please type or use black ink***

Planning Department
PO Box 152288
Irving, Texas 75015-2288

or
planning@cityofirving.org

_____ I am FOR Comprehensive Plan Future Land Use Amendment 2024-132-CP as explained on the attached public notice.

[ ] I am AGAINST Comprehensive Plan Future Land Use Amendment 2024-132-CP as explained on the attached public notice.

_____ I am FOR Zoning Case 2024-102-ZC as explained on the attached public notice.

[ ] I am AGAINST Zoning Case 2024-102-ZC as explained on the attached public notice.

Date, Location & Time of:

PLANNING & ZONING COMMISSION MEETING: Monday, May 6, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, May 30, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: EDA COHEN
(please print)

Address: 4527 N OCONNOR RD #1189
IRVING, TX 75062

Tax Account (DCAD) Number: #132417058000501189

Signature: EDA COHEN

Date: 5/26/2024

Phone (optional):

Please provide comments explaining the reasons for your support or opposition:

This would cause for so much more traffic and crowding.

________________________________________________________________________

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PUBLIC COMMENT FORM
(2024-132-CP and 2024-102-ZC – 720 N Britain Rd.)
***Please type or use black ink***

Planning Department
PO Box 152288
Irving, Texas 75015-2288

or

planning@cityofirving.org

___ I am FOR Comprehensive Plan Future Land Use Amendment 2024-132-CP as explained on the
attached public notice.

X  I am AGAINST Comprehensive Plan Future Land Use Amendment 2024-132-CP as explained on the
attached public notice.

___ I am FOR Zoning Case 2024-102-ZC as explained on the attached public notice.

X  I am AGAINST Zoning Case 2024-102-ZC as explained on the attached public notice.

Date, Location & Time of:
PLANNING & ZONING
COMMISSION MEETING:
Monday, May 6, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING:
Thursday, May 30, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Pamela Blackwell (Grove)
(please print)

Address: 4529 N. Ol' Connor Rd #174
Irving, TX 75062

Tax Account (DCAD) Number
(if shown on enclosed map):

Signature: Pamela Blackwell (Grove)

Date: 6-1-24

Phone (optional):

Please provide comments explaining the reasons for your support or opposition:

We have adequate multi family dwellings in this neighborhood which does not enhance our school.
PUBLIC COMMENT FORM (Corrected)
(2024-186-CP and 2024-109-ZC— 900 Byron Nelson Way (701 Mills Ln.))
*** Please type or use black ink ***

Planning Department
PO Box 152288
Irving, Texas 75015-2288
or planning@cityofirving.org

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___ I am FOR Zoning Case 2024-109-ZC as explained on the attached public notice.

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Date, Location & Time of:
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City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, June 27, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Ellen Sullivan
(please print)
Address: 4551 N O'Connor Rd #2268
Irving TX 75062

Tax Account (DCAD) Number (if shown on enclosed map):

Signature: _______________________________ 

Date: 5/29/24
Phone (optional): __________________________

Please provide comments explaining the reasons for your support or opposition:

Noise + Obstruction of View.
I am FOR Comprehensive Plan Future Land Use Amendment 2024-186-CP as explained on the attached public notice.

I am AGAINST Comprehensive Plan Future Land Use Amendment 2024-186-CP as explained on the attached public notice.

I am FOR Zoning Case 2024-109-ZC as explained on the attached public notice.

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Date, Location & Time of:

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City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, June 27, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: MARISSA G CAPATI
(address print)
Address: 4566 N. O'CONNOR RD #2314
IRVING, TX 75062

Tax Account (DCAD) Number (if shown on enclosed map):

Signature: [Signature]
Date: 06/13/24

Phone (optional): 

Please provide comments explaining the reasons for your support or opposition:

FOOT TRAFFIC CONGESTION

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KB
Packet Pg. 733
PUBLIC COMMENT FORM
(2024-132-CP and 2024-102-ZC – 720 N Britain Rd.)
*** Please type or use black ink ***

Planning Department
PO Box 152288
Irving, Texas 75015-2288

planning@cityofirving.org

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Date, Location & Time of:

PLANNING & ZONING
COMMISSION MEETING:
Monday, May 6, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING:
Thursday, May 30, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Johnny Castro
Address: 4571 N. O'Connor Rd., Unit 1328 Irving 75062

Tax Account (DCAD) Number (if shown on enclosed map):
Signature:___________________________________________________________________
Date: 6/14/2024
Phone (optional): 972-871-8455

Please provide comments explaining the reasons for your support or opposition:

A big no! This peaceful neighborhood does not need a transient population added to it. Roadways are not adapted and in the past, it was way too busy with large businesses. The Ritz can use its excessive golf courses if they want to expand.
People who are homeowners value the property more than transients in hotels or in apartment living. PLEASE be mindful, this space will not add value to Los Collinas. I have been here 20 years and have seen too much urban develop and it takes away from the Suburb feel.
Mr. Cronenwett,

I’m following up on our recent conversation. Partially due to problems of homeowners at Quail Run not receiving notice of the first planning meeting ten (10) days in advance, there was insufficient notice of requested changes/project. In fact, due to improper handling by the mailman, many homeowners did not receive their notice until after the planning meeting.

I’m requesting a concept plan for the actual structures planned for the site. And without sufficient notice and information, it would be preferable to postpone having this on the city council agenda until at least July 11 or August 1. With the project being in such close proximity to quite small thoroughfares for traffic, that and items like drains on our electrical grid resources have not been addressed.

Significant concerns remain about this proposed project of such density, with the development of 5 acres of what appears to be a 20-story hotel and a 7-story apartment/condominium building with 80% lot coverage of buildings and another 10% by parking and drives. It is not like a residential development with bigger homes taking up the area, or a retail or commercial
development with parking and not much green space. It is a mixed development with density and very tall buildings that loom over nearby neighborhoods. These buildings will be very much closer in proximity to residential areas than the current hotel is. Traffic from this will certainly affect the traveling public as well as the surrounding residents. If built out, the project will be very dense for what is currently a parking lot.

Please advise about the requested schedule change and concept plan.

Thank you.

Kathryn Karpf
214.208.4184

On Jun 18, 2024, at 10:33 AM, Jocelyn Murphy <jmurphy@cityofirving.org> wrote:

Good Morning Ms. Karpf-

Thank you for your email. As you mentioned, State law requires that notice be sent 10 days prior to the hearing. Friday, May 24 was the 10th day and the notices were mailed on May 23. Attached are the notices that were mailed for this case; the first notice had the correct case numbers on the legal notice page, but it was found that the numbers on the response page were not. A second notice was sent the next day to ensure that the return documents had the correct number. We have received correspondence from both mailouts both in support and opposition.

While the mailouts were sent properly, we had been told that the postal service gave some of the mailings to the staff of the condominium office instead of putting them into the individual slots. This may have occurred and resulted in a delay; we are not informed once mail is delivered.

Please let me know if you need anything further. Thank you.

Jocelyn Murphy, AICP, CNU-A | Director
City of Irving | Planning
825 W. Irving Blvd. Irving, TX 75060
P: (972) 721-4807
jmurphy@cityofirving.org | CityofIrving.org
Planning@cityofirving.org

From: Shanae Jennings <sjennings@cityofirving.org>
Sent: Monday, June 17, 2024 8:13 PM
To: K G Karpf <k2graphics@frontier.com>
Cc: Jocelyn Murphy <jmurphy@cityofirving.org>; Philip Sanders <psanders@cityofirving.org>; Chris Hillman <chillman@cityofirving.org>

Subject: Re: [External] Cases 109-ZC and 186-CP

Hello Ms. Karpf,

The Planning Department publishes and mails those notices out. Therefore, I’m forwarding this to the Planning Director and her staff. They will likely contact you. If you don’t hear from them my number is 972-721-2605.

I’m in no capacity the subject matter expert; that is why I am sending you to the department that is.

Please let me know if I can be of further assistance.

Kindly,
Shanae

Sent from my iPhone

On Jun 17, 2024, at 4:46 PM, K G Karpf <k2graphics@frontier.com> wrote:

USE CAUTION when clicking links & opening attachments!

Ms. Jennings:

This is to notify you that the majority of the homeowners here did not receive notice of the cases in the subject line at the appropriate time. We are supposed to receive 10 days notice before the first public hearing, which did not happen. In fact, a large group of homeowners received their notice the day after the June 3rd meeting, if at all.

Please call me at 214.208.4184 to discuss this situation.

Thank you.

Kathryn Karpf / K² Graphics
214.208.4184

Sent from my iPad, as if that were some emblem of cool....Please forgive grammar/spelling & formatting errors.
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Jocelyn Murphy, AICP, CNU-A | Director
City of Irving | Planning
825 W. Irving Blvd. Irving, TX 75060
P: (972) 721-4807
jmurphy@cityofirving.org | CityofIrving.org
Planning@cityofirving.org

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Sent: Monday, June 17, 2024 8:13 PM
To: K G Karpf <k2graphics@frontier.com>
Cc: Jocelyn Murphy <jmurphy@cityofirving.org>; Philip Sanders <psanders@cityofirving.org>; Chris Hillman <chillman@cityofirving.org>
Subject: Re: [External] Cases 109-ZC and 186-CP

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Please call me at 214.208.4184 to discuss this situation.

Thank you.

Kathryn Karpf / K² Graphics
214.208.4184

Sent from my iPad, as if that were some emblem of cool....Please forgive grammar/spelling & formatting errors.
I live at 717 SAM Hill St, 75062

I **OPPOSE** zoning case 2024-109-ZC

This area is not built for this type of change. It is already highly traffic congested and any further congestion will negatively impact safety, noise, and emission pollution.

I strongly urge the City Council to vote NO to this zoning change.

Regards,

Kevin Wolever
To the Major and City Council Members:

I send this letter regarding the proposed zoning change (2024-186-CP / 2024-109-ZC) at the corner of Leland and Byron Nelson Way. As I am sure you have already seen the below rendition of the high rise that the developer is wanting to place on this corner, I just want to bring to your attention how massive this building would be in this residential community. The proposal to build up to a 19 story multi-family condominium along with a development to include restaurants, entertainment and shopping just does not fit in this area. This will be twice the height of the Ritz-Carlton hotel.

Leland and Byron Nelson Way are not major thoroughfares, nor should they be. These are side streets to our residential homes and the high school. We fear at the very least there will be constant traffic congestion, noise and emissions pollution and a potential increase in criminal activity and loitering near our residential area.

If the actual building matches this artist rendition, then it will be a beautiful building. That is not the issue nor is there an issue at developing this area, parking lot, with development that is in accordance with the current zoning restrictions. The real issue is its massive size and being constructed at the corner of two side streets adjacent to residential communities. This size and style of a building is better constructed in area where it will environmentally fit. This parking lot is just that location.

Regards,

Kevin
RITZ RESIDENCES
NEIGHBORHOOD
PRESENTATION

FRIDAY, JULY 26TH | 6 P.M.

[Image of a building]
I am FOR Comprehensive Plan Future Land Use Amendment 2024-186-CP as explained on the attached public notice.

I am AGAINST Comprehensive Plan Future Land Use Amendment 2024-186-CP as explained on the attached public notice.

I am FOR Zoning Case 2024-109-ZC as explained on the attached public notice.

I am AGAINST Zoning Case 2024-109-ZC as explained on the attached public notice.

Date, Location & Time of:

**PLANNING & ZONING COMMISSION MEETING:**
Monday, June 3, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

**CITY COUNCIL MEETING:**
Thursday, June 27, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: **Janny Enriquez**
(please print)

Address: **4569 N Connor Rd #1316**
Irving, TX 75062

Tax Account (DCAD) Number (if shown on enclosed map):

Signature: **[Signature]**

Date: **6/26/24**

Phone (optional):

Please provide comments explaining the reasons for your support or opposition:

I am in deep opposition to Land Use Amendment 2024-186-CP this will create congestion and lack of beautification for our neighborhood
PUBLIC COMMENT FORM (Corrected)
*** Please type or use black ink ***

Planning Department
PO Box 152288
Irving, Texas 75015-2288

or
planning@cityofirving.org

___ I am FOR Comprehensive Plan Future Land Use Amendment 2024-186-CP as explained on the attached public notice.

X I am AGAINST Comprehensive Plan Future Land Use Amendment 2024-186-CP as explained on the attached public notice.

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X I am AGAINST Zoning Case 2024-109-ZC as explained on the attached public notice.

Date, Location & Time of:
PLANNING & ZONING
COMMISSION MEETING:
Monday, June 3, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING:
Thursday, June 27, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: BHUPAT BHAD VAGHANI
(please print)
Address: 4507 N. O’coner Rd #H 1140

Tax Account (DCAD) Number (if shown on enclosed map):

Signature: 

Date: July 10, 2024

Phone (optional): (214) 506-4399

Please provide comments explaining the reasons for your support or opposition:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
PUBLIC COMMENT FORM (Corrected)
*** Please type or use black ink ***

I am FOR Comprehensive Plan Future Land Use Amendment 2024-186-CP as explained on the attached public notice.

✗ I am AGAINST Comprehensive Plan Future Land Use Amendment 2024-186-CP as explained on the attached public notice.

I am FOR Zoning Case 2024-109-ZC as explained on the attached public notice.

✗ I am AGAINST Zoning Case 2024-109-ZC as explained on the attached public notice.

Date, Location & Time of:

PLANNING & ZONING COMMISSION MEETING: Monday, June 3, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, June 27, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: John Alexander
(please print)

Address: 4555 NW O'Connor Rd, Irving, TX

Tax Account (DCAD) Number (if shown on enclosed map):

Signature: __________________________

Date: 7-20-2024

Phone (optional): 214 326 4072

Please provide comments explaining the reasons for your support or opposition:

Increased traffic, congestion, and noise.

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KB
Packet Pg. 748
PETITION AGAINST ZONING CASE# 2024-109-ZC
AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP

We the undersigned property owners do hereby OPPOSE
Comprehensive Plan Future Land Use Amendment 2024-186-CP and
OPPOSE Zoning Case 2024-109-ZC

Narrative of Petition: A densely populated high-rise would result in constant traffic congestion, not to mention noise and emissions pollution, for the surrounding neighborhoods. Traffic signals would be required at Leland crossing Mills Lane and Byron Nelson Way AND at Leland and Northgate going west. Those areas are traffic hazards now. Also, we have frequent electric outages. This would add to the strain on our grid resources.

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**PETITION AGAINST ZONING CASE# 2024-109-ZC AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP**

We the undersigned property owners do hereby **OPPOSE** Comprehensive Plan Future Land Use Amendment 2024-186-CP and **OPPOSE** Zoning Case 2024-109-ZC.

**Narrative of Petition:** A densely populated high-rise would result in constant traffic congestion, not to mention noise and emissions pollution, for the surrounding neighborhoods. Traffic signals would be required at Leland crossing Mills Lane and Byron Nelson Way AND at Leland and Northgate going west. Those areas are traffic hazards now. Also, we have frequent electric outages. This would add to the strain on our grid resources.

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PETITION AGAINST ZONING CASE# 2024-109-ZC
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We the undersigned property owners do hereby OPPOSE
Comprehensive Plan Future Land Use Amendment 2024-186-CP and
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Narrative of Petition: A densely populated high-rise would result in constant traffic congestion, not to mention noise and emissions pollution, for the surrounding neighborhoods. Traffic signals would be required at Leland crossing Mills Lane and Byron Nelson Way AND at Leland and Northgate going west. Those areas are traffic hazards now. Also, we have frequent electricity outages. This would add to the strain on our grid resources.

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Page 1 of 1
PETITION AGAINST ZONING CASE # 2024-109-ZC
AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP

We the undersigned property owners do hereby OPPOSE Comprehensive Plan Future Land Use Amendment 2024-186-CP and OPPOSE Zoning Case 2024-109-ZC

Narrative of Petition: A densely populated high-rise would result in constant traffic congestion, not to mention noise and emissions pollution, for the surrounding neighborhoods. Traffic signals would be required at Leland crossing Mills Lane and Byron Nelson Way AND at Leland and Northgate going west. Those areas are traffic hazards now. Also, we have frequent electric outages. This would add to the strain on our grid resources.

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PAGE 1 of ___
**PETITION AGAINST ZONING CASE# 2024-109-ZC AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP**

We the undersigned property owners do hereby **OPPOSE** Comprehensive Plan Future Land Use Amendment 2024-186-CP and **OPPOSE** Zoning Case 2024-109-ZC

**Narrative of Petition:** A densely populated high-rise would result in constant traffic congestion, not to mention noise and emissions pollution, for the surrounding neighborhoods. Traffic signals would be required at Leland crossing Mills Lane and Byron Nelson Way AND at Leland and Northgate going west. Those areas are traffic hazards now. Also, we have frequent electric outages. This would add to the strain on our grid resources.

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PETITION AGAINST ZONING CASE# 2024-109-ZC
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AMENDMENT 2024-186-CP

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**PETITION AGAINST ZONING CASE# 2024-109-ZC**  
AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP

We the undersigned property owners do hereby **OPPOSE**  
Comprehensive Plan Future Land Use Amendment 2024-186-CP and  
OPPOSE Zoning Case 2024-109-ZC

**THIS PAGE SIGNED COUNTS AS ADDITIONAL SIGNATURE(S) TO THE PETITION OPPOSING THE ZONING CASE AND COMPREHENSIVE PLAN FUTURE LAND USE LISTED ABOVE.**

**Narrative of Petition:** A densely populated high-rise would result in constant traffic congestion, not to mention noise and emissions pollution, for the surrounding neighborhoods. Traffic signals would be required at Leland crossing Mills Lane and Byron Nelson Way AND at Leland and Northgate going west. Those areas are traffic hazards now. Also, we have frequent electric outages. This would add to the strain on our grid resources.

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PETITION AGAINST ZONING CASE# 2024-109-ZC
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<td>Vadit Patel</td>
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PAGE _____ of _____
PETITION AGAINST ZONING CASE # 2024-109-ZC
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PETITION AGAINST ZONING CASE# 2024-109-ZC
AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP

We the undersigned property owners do hereby OPPOSE
Comprehensive Plan Future Land Use Amendment 2024-186-CP and
OPPOSE Zoning Case 2024-109-ZC
THIS PAGE SIGNED COUNTS AS ADDITIONAL SIGNATURE(S) TO THE PETITION OPPOSING
THE ZONING CASE AND COMPREHENSIVE PLAN FUTURE LAND USE LISTED ABOVE.

Narrative of Petition: A densely populated high-rise would result in constant traffic congestion, not to mention noise and emissions pollution, for the surrounding neighborhoods. Traffic signals would be required at Leland crossing Mills Lane and Byron Nelson Way AND at Leland and Northgate going west. Those areas are traffic hazards now. Also, we have frequent electric outages. This would add to the strain on our grid resources.

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<td>Mahomet Njoya</td>
<td>4531 North O'Connor Rd, Unit 1203, Irving, TX, 75062</td>
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<td>6/25/2024</td>
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We the undersigned property owners do hereby **OPPOSE**
Comprehensive Plan Future Land Use Amendment 2024-186-CP and
OPPOSE Zoning Case 2024-109-ZC

**This page signed counts as additional signature(s) to the petition opposing**
the zoning case and comprehensive plan future land use listed above.

**Narrative of Petition:** A densely populated high-rise would result in constant traffic
congestion, not to mention noise and emissions pollution, for the surrounding
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<td>Michael Airhart</td>
<td>4533 N state</td>
<td>Michael Airhart</td>
<td>6/25/24</td>
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PETITION AGAINST ZONING CASE # 2024-109-ZC
AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP

We the undersigned property owners do hereby OPPOSE Comprehensive Plan Future Land Use Amendment 2024-186-CP and OPPOSE Zoning Case 2024-109-ZC.

THIS PAGE SIGNED COUNTS AS ADDITIONAL SIGNATURE(S) TO THE PETITION OPPOSING THE ZONING CASE AND COMPREHENSIVE PLAN FUTURE LAND USE LISTED ABOVE.

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PETITION AGAINST ZONING CASE# 2024-109-ZC
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<tr>
<td>KIRAN RACHERLA</td>
<td>4543 A 1247, North</td>
<td>R. K.</td>
<td>6/26/24</td>
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</table>

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<td>KIRAN RACHERLA</td>
<td>4543 A 1247, North</td>
<td>R. K.</td>
<td>6/26/24</td>
</tr>
<tr>
<td>2</td>
<td>KIRAN RACHERLA + DILRAJ RACHERLA</td>
<td>4583 N 2108, North</td>
<td>R. K.</td>
<td>6/26/24</td>
</tr>
</tbody>
</table>

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Packet Pg. 764
PETITION AGAINST ZONING CASE# 2024-109-ZC
AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP

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<tr>
<td>1 SYAM MANNAVA</td>
<td>4501 N. O Connor Rd.</td>
<td>Hotspur</td>
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PETITION AGAINST ZONING CASE# 2024-109-ZC
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<td>ROBERTS</td>
<td>4513 Plummer 1333</td>
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<td>6-27-24</td>
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<tr>
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<td>VECCHIO</td>
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PETITION AGAINST ZONING CASE# 2024-109-ZC
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<tr>
<td>1</td>
<td>Deborah B. Morton</td>
<td>See above</td>
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<tr>
<td>1</td>
<td>Christopher Craddock</td>
<td>4559 N. O'Connor Rd., Apt. 1290 Irving, TX 75062</td>
<td>Christopher Craddock</td>
<td>6/30/2024</td>
</tr>
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From: K G Karpf k2graphics@frontier.com
Date: June 26, 2024 at 8:22 PM
To: mbebj@msn.com

Please fill in your details. You can ignore the 1st line, "Principal Petitioner."

Thank you for your support.

Kathryn
Kathryn Karpf / K2 Graphics
214.208.4184

Sent from my iPad, as if that were some emblem of cool... Please forgive grammar/spelling & formatting errors.

PETITION AGAINST ZONING CASE# 2024-109-ZC
AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP

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<tr>
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<td>Rebecca Hayman</td>
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<td>6/30/24</td>
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<td>Rebecca Hayman</td>
<td>4507 N 0'Conner</td>
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<td>6/30/24</td>
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#2193
PETITION AGAINST ZONING CASE# 2024-109-ZC
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<tbody>
<tr>
<td>#1</td>
<td>3807 N O'Connor Rd Unit 2211. Trammell Trammell</td>
<td>Stephanie Trammell</td>
<td>7-3-24</td>
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<tr>
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<td>2281 Trammell Trammell</td>
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<td>7-3-24</td>
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PETITION AGAINST ZONING CASE# 2024-109-ZC
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Narrative of Petition: A densely populated high-rise would result in constant traffic congestion, not to mention noise and emissions pollution, for the surrounding neighborhoods. Traffic signals would be required at Leland crossing Mills Lane and Byron Nelson Way AND at Leland and Northgate going west. Those areas are traffic hazards now. Also, we have frequent electric outages. This would add to the strain on our grid resources.

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<tbody>
<tr>
<td>#1 DENNIS WAGNER</td>
<td>818 SUTTON</td>
<td>Dennis Wagner</td>
<td>7/16/24</td>
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<tr>
<td>TOREY MOORE</td>
<td>4565 N. O'Connor Rd #2304</td>
<td>Torey Moore</td>
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<td>TOREY MOORE</td>
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<td>John Alexander</td>
<td>4555 Norcross #2278</td>
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<td>7-20-2024</td>
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<td>Gary Tyler</td>
<td>6/24/24</td>
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<td>Kevin Wolfer</td>
<td>717 Sam Hill</td>
<td>Carol</td>
<td>6/24/24</td>
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<td>Larry A. Davis</td>
<td>705 Sam Hill</td>
<td>Larry</td>
<td>6/24/24</td>
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<td>Hector Romo</td>
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<td>Michael A. Sada</td>
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<td>Mike</td>
<td>6/24/24</td>
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<tr>
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<td>Jason Hershey</td>
<td>3741 Millswood Dr</td>
<td>Jason</td>
<td>6/24/24</td>
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PETITION AGAINST ZONING CASE# 2024-109-ZC
AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP

We the undersigned property owners do hereby OPPOSE
Comprehensive Plan Future Land Use Amendment 2024-186-CP and
OPPOSE Zoning Case 2024-109-ZC

Narrative of Petition: A densely populated high-rise would result in constant traffic congestion, not to mention noise and emissions pollution, for the surrounding neighborhoods. Traffic signals would be required at Leland crossing Mills Lane and Byron Nelson Way AND at Leland and Northgate going west. Those areas are traffic hazards now. Also, we have frequent electric outages. This would add to the strain on our grid resources.

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PAGE 2 of 2
**PETITION AGAINST ZONING CASE # 2024-109-ZC**

**AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP**

We the undersigned property owners do hereby **OPPOSE**
Comprehensive Plan Future Land Use Amendment 2024-186-CP and
**OPPOSE** Zoning Case 2024-109-ZC

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**Narrative of Petition:** A densely populated high-rise would result in constant traffic congestion, not to mention noise and emissions pollution, for the surrounding neighborhoods. Traffic signals would be required at Leland crossing Mills Lane and Byron Nelson Way AND at Leland and Northgate going west. Those areas are traffic hazards now. Also, we have frequent electric outages. This would add to the strain on our grid resources.

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PETITION AGAINST ZONING CASE # 2024-109-ZC
AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP

The undersigned property owners do hereby OPPOSE comprehensive Plan Future Land Use Amendment 2024-186-CP and OPPOSE Zoning Case 2024-109-ZC.

Narrative of Petition: A densely populated high-rise would result in constant traffic congestion, not to mention noise and emissions pollution, for the surrounding neighborhoods. Traffic signals would be required at Leland crossing Mills Lane and Byron Nelson Way AND at Leland and Northgate going west. Those areas are traffic hazards now. Also, we have frequent electric outages. This would add to the strain on our grid resources.

Principal Petitioner | Address & Unit # | Signature | Date
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Kevin Wolaver | 717 Sam Hill St | [Signature] | 7-17-24

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PAGE ______ of ______

Packet Pg. 778
**PETITION AGAINST ZONING CASE# 2024-109-ZC**

**AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP**

We the undersigned property owners do hereby **OPPOSE**

Comprehensive Plan Future Land Use Amendment 2024-186-CP and

**OPPOSE** Zoning Case 2024-109-ZC

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**Narrative of Petition:** A densely populated high-rise would result in constant traffic congestion, not to mention noise and emissions pollution, for the surrounding neighborhoods. Traffic signals would be required at Leland crossing Mills Lane and Byron Nelson Way AND at Leland and Northgate going west. Those areas are traffic hazards now. Also, we have frequent electric outages. This would add to the strain on our grid resources.

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AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP

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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>#</th>
<th>Printed Name</th>
<th>Address &amp; Unit #</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Larry Ratliff</td>
<td>1010 Sam Hill St</td>
<td>Jerry Ratliff</td>
<td>7-23-2024</td>
</tr>
<tr>
<td>2</td>
<td>Betty Ratliff</td>
<td>1010 Sam Hill St</td>
<td>Betty Ratliff</td>
<td>7-23-2025</td>
</tr>
</tbody>
</table>

Note: You may duplicate this form as needed for additional signatures.
# PETITION AGAINST ZONING CASE # 2024-109-ZC
AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP

We the undersigned property owners do hereby **OPPOSE** Comprehensive Plan Future Land Use Amendment 2024-186-CP and **OPPOSE** Zoning Case 2024-109-ZC.

## Narrative of Petition:
A densely populated high-rise would result in constant traffic congestion, not to mention noise and emissions pollution, for the surrounding neighborhoods. Traffic signals would be required at Leland crossing Mills Lane and Byron Nelson Way AND at Leland and Northgate going west. Those areas are traffic hazards now. Also, we have frequent electric outages. This would add to the strain on our grid resources.

<table>
<thead>
<tr>
<th>Principal Petitioner</th>
<th>Address &amp; Unit #</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kevin Wolfe</td>
<td></td>
<td></td>
<td>7/20/24</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>#</th>
<th>Printed Name</th>
<th>Address &amp; Unit #</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>William Walker</td>
<td>10085 Gloucester Ln</td>
<td>William Walker</td>
<td>7-20-24</td>
</tr>
<tr>
<td>2</td>
<td>Joseph Avini</td>
<td>1029 S. Alcosta St</td>
<td>Joseph Avini</td>
<td>7-20-24</td>
</tr>
<tr>
<td>3</td>
<td>Marara Zayas</td>
<td>923 Hadman St</td>
<td></td>
<td>7-20-24</td>
</tr>
<tr>
<td>4</td>
<td>Trinity Smith</td>
<td>1002 Gloucester</td>
<td></td>
<td>7-20-24</td>
</tr>
<tr>
<td>5</td>
<td>Rest Campos</td>
<td>1004 Foster</td>
<td></td>
<td>7-20-24</td>
</tr>
<tr>
<td>6</td>
<td>Austin Lakin</td>
<td>1004 Foster</td>
<td></td>
<td>7-20-24</td>
</tr>
<tr>
<td>7</td>
<td>Olin Chism</td>
<td>Golf Sam Hill</td>
<td></td>
<td>7-21-24</td>
</tr>
<tr>
<td>8</td>
<td>Sue Chism</td>
<td>Golf Sam Hill</td>
<td></td>
<td>7-21-24</td>
</tr>
</tbody>
</table>

Note: You may duplicate this form as needed for additional signatures.
PETITION AGAINST ZONING CASE# 2024-109-ZC
AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP

We the undersigned property owners do hereby OPPOSE
Comprehensive Plan Future Land Use Amendment 2024-186-CP and
OPPOSE Zoning Case 2024-109-ZC

Narrative of Petition: A densely populated high-rise would result in constant traffic congestion, not to mention noise and emissions pollution, for the surrounding neighborhoods. Traffic signals would be required at Leland crossing Mills Lane and Byron Nelson Way AND at Leland and Northgate going west. Those areas are traffic hazards now. Also, we have frequent electric outages. This would add to the strain on our grid resources.

<table>
<thead>
<tr>
<th>Principal Petitioner</th>
<th>Address &amp; Unit #</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Laura Martinez</td>
<td>10017 N. Colchester, Irving, TX</td>
<td>Laura Martinez</td>
<td>7/24/2024</td>
</tr>
<tr>
<td>2. Mario Martinez</td>
<td>10117 N. Glencoe St., Irving, TX</td>
<td>Mario Martinez</td>
<td>7/24/2024</td>
</tr>
</tbody>
</table>

Note: You may duplicate this form as needed for additional signatures.
PETITION AGAINST ZONING CASE # 2021-109-ZC
AND AGAINST COMPREHENSIVE PLAN FUTURE LAND USE AMENDMENT 2024-186-CP

We the undersigned property owners do hereby OPPOSE
Comprehensive Plan Future Land Use Amendment 2024-186-CP and
OPPOSE Zoning Case 2024-109-ZC

Narrative of Petition: A densely populated high-rise would result in constant traffic congestion, not to mention noise and emissions pollution, for the surrounding neighborhoods. Traffic signals would be required at Leland crossing Mills Lane and Byron Nelson Way AND at Leland and Northgate going west. Those areas are traffic hazards now. Also, we have frequent electric outages. This would add to the strain on our grid resources.

<table>
<thead>
<tr>
<th>Principal Petitioner</th>
<th>Address &amp; Unit #</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kevin Williams</td>
<td>713 Sem Hill St</td>
<td>Williams</td>
<td>7/24/24</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>#</th>
<th>Printed Name</th>
<th>Address &amp; Unit #</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Sylvia Perez</td>
<td>1046 W Northgate Dr</td>
<td>Perez</td>
<td>7/24/24</td>
</tr>
<tr>
<td>2</td>
<td>Leland</td>
<td>1000 W. Northgate Dr</td>
<td>Leland</td>
<td>7/24/24</td>
</tr>
<tr>
<td>3</td>
<td>Nelson</td>
<td>900 W. Northgate Dr</td>
<td>Nelson</td>
<td>7/24/24</td>
</tr>
<tr>
<td>4</td>
<td>Smith</td>
<td>800 W. Northgate Dr</td>
<td>Smith</td>
<td>7/24/24</td>
</tr>
<tr>
<td>5</td>
<td>Williams</td>
<td>700 W. Northgate Dr</td>
<td>Williams</td>
<td>7/24/24</td>
</tr>
</tbody>
</table>

Note: You may duplicate this form as needed for additional signatures.

PAGE of
In Quail Run, the Pin represents the building and not the individual unit numbers.

Due to proximity of the addresses, some Pins may not show but are beneath the top one (ex. Country Club Place, Quail Run)

The value in the callout box represents the number of signatures collected in that location.
City of Irving
Protest Analysis Map
Zoning Case
No. 2024-109-ZC

Total Area within 200' (Excluding Subject Parcel) = 13.5690 AC
Total Area Protesting = 0.7214 AC
Percentage of Area Protesting = 5.32%

**FROM:** PUD 1 “Planned Unit Development No. 1” for C-N “Neighborhood Commercial” uses

**TO:** S-P-2 (Mixed Use) “Generalized Site Plan – Mixed Use” and establish development standards for urban style development

Chair Skinner read the item into the record. He then called on the applicant.

The details of this case were discussed with the previous case, 2024-186-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 Haacke moved to forward Zoning Case #2024-109-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 5-3.

**Ayes:** Debbi Haacke, Priscilla Vigliante, April Myrick, Alicia Reyes, Ricky Lightfoot

**Nay:** Joshua Skinner, Terry Prichard, Daniel Denny

**Absent:** Gerald Sanguino

Discussion Time: 30 minutes
Zoning Case 2024-109-ZC

- 900 Byron Nelson Way (a.k.a. 701 Mills Ln)
- **From**: PUD 1 “Planned Unit Development No. 1” for C-N “Neighborhood Commercial” uses
- **To**: S-P-2 (Mixed Use) “Generalized Site Plan – Mixed Use” and establish development standards for urban style development
- **Staff Recommendation**: Approval
- **P&Z Recommendation**: Approval 5-3
- **Public Comment Forms**: Six (6) in support and eleven (11) in opposition (0.07%)
- This case was postponed from the June 27, 2024 hearing by the applicant.
### TABLE 1: S-P-2 URBAN MIXED-USE DEVELOPMENT STANDARDS
Byron Nelson Way and Leland Boulevard

<table>
<thead>
<tr>
<th>STANDARD</th>
<th>PROPOSED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Framework Plan</td>
<td>Not Required</td>
</tr>
<tr>
<td>Multifamily Concept Plan</td>
<td>Not Required</td>
</tr>
<tr>
<td>Building Side/Rear Setbacks</td>
<td>10'-0&quot;</td>
</tr>
<tr>
<td>Min. Front Setback from Byron Nelson Blvd.</td>
<td>10'-0&quot;</td>
</tr>
<tr>
<td>Min. Front Setback from Leland Blvd.</td>
<td>20'-0&quot;</td>
</tr>
<tr>
<td>Minimum Separations Between Buildings (end to end)</td>
<td>30'-0&quot;</td>
</tr>
<tr>
<td>Maximum Building Length:</td>
<td>360'-0&quot;</td>
</tr>
<tr>
<td>Maximum Height of Structure</td>
<td>20-stories / 25T-0&quot;</td>
</tr>
</tbody>
</table>

Minimum Height
- Residential: 7-Stories / 95T-0" (measure shall not include levels of podium garage)
- Non-Residential: No Minimum

Hotel Uses: Under Structure
- Not Required to Comply with 3.10

Hotel Uses: Standalone
- Apply the appropriate standard per City of Irving

Lot Coverage by Buildings: 80%
Lot Coverage by Buildings, Driveways, and parking spaces: 90%

**Dwelling Size and Mix (Minimum AVE GSS):**
- 1-Bedroom: Will comply
- 2-Bedroom: Will comply
- 3-Bedroom: Will comply
- 4-Bedroom: Will comply

Parking: Mixed-Use: See Site Parking Tabulations Table
Street Trees: Spacing: 1 tree / 30'-0" Minimum
Min. Landscape Buffer - side/rear adjacent to other MF/non-Residential uses: 8'-0" wide
Min. Landscape Buffer abutting public streets: 10'-0" wide
Min. Landscape Buffer adjacent to principal buildings: 8'-0" wide

### SITE PARKING REQUIREMENTS (per 4.4.3)

<table>
<thead>
<tr>
<th>Parking Requirements by Use:</th>
<th>Ratio Required by Ordinance:</th>
<th>Proposed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hotel (new)</td>
<td>1 space / room for the first 250 rooms and .75 spaces / room for each room over 250 rooms. Plus, 1 space / 5 seats in restaurant/bar/lounge and 1 space / 125 SF of meeting/conf. area</td>
<td>Will Comply</td>
</tr>
<tr>
<td>Office</td>
<td>8 spaces for development up to 1,000 SF and 1 space additional / 300 SF beyond 1,000 SF</td>
<td>Will Comply</td>
</tr>
<tr>
<td>Retail</td>
<td>1 space / 200 SF</td>
<td>Will Comply</td>
</tr>
<tr>
<td>Restaurant/Private Club</td>
<td>1 space / 2.5 seats</td>
<td>Will Comply</td>
</tr>
<tr>
<td>Amusement, Indoor</td>
<td>1 space / 100 SF</td>
<td>Will Comply</td>
</tr>
<tr>
<td>Commercial</td>
<td>1 space / 200 SF</td>
<td>Will Comply</td>
</tr>
<tr>
<td>Multi-Family</td>
<td>1.5 spaces / unit</td>
<td>2-Bedroom</td>
</tr>
<tr>
<td></td>
<td>1.8 spaces / unit</td>
<td>3-Bedroom</td>
</tr>
<tr>
<td></td>
<td>2.5 spaces / unit</td>
<td>4-Bedroom</td>
</tr>
<tr>
<td></td>
<td>2.5 spaces / unit</td>
<td>2.5 spaces / unit</td>
</tr>
</tbody>
</table>

### Required Parking

<table>
<thead>
<tr>
<th>Required Parking</th>
<th>Multifamily Standards (Sec 3.13.2)</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Bedroom</td>
<td>1.5 spaces/unit</td>
<td>1.5 spaces/unit (no variance)</td>
</tr>
<tr>
<td>Two Bedrooms</td>
<td>1.8 spaces/unit</td>
<td>1.8 spaces/unit (no variance)</td>
</tr>
<tr>
<td>Three Bedrooms</td>
<td>2.5 spaces/unit</td>
<td>2.5 spaces/unit (no variance)</td>
</tr>
<tr>
<td>Four Bedrooms</td>
<td>3.0 spaces/unit</td>
<td>2.5 spaces/unit (0.5 space variance)</td>
</tr>
</tbody>
</table>
Exhibits From Applicant
Subject Property
Subject Property
South of Subject Property (Single-family and Multifamily (Condo))
Ordinance -- 2024-198-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 for a Carport - 3709 Canary Dr.

Administrative Comments

1. The Planning and Zoning Commission recommended approval on July 1, 2024 by a vote of 6-2.

   Commissioners in support: Skinner, Haacke, Vigliante, Myrick, Lightfoot, Reyes

   Commissioners in opposition: Prichard, Sanguino

   Commissioner absent: Denny

2. Owner/Applicant: Ronald Holbrook

3. The subject property is a 0.17-acre lot with an existing single-family house. The applicant is requesting a zoning change to allow a front carport to encroach 14 feet into the established 30-foot front yard setback.

4. The proposed carport is proposed to be 13 feet tall (as measured to the peak of roof) and will measure 18 feet in length by 19 feet in width. The carport has not been built.

5. Per Section 8.4.2 “Established Front Yard”, the front yard setback shall be the same as the average front yard line of the street if thirty (30) percent or more of the street’s frontage has an observed front yard line. While the R-6 district currently requires a minimum 25-foot front yard setback, the houses fronting this side of Canary Dr. were built following a 30-foot front yard setback, as was required in the R-6 district at the time.

6. The following variance is being requested:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Required</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Established Front Yard Setback</td>
<td>30 feet</td>
<td>16 feet</td>
</tr>
<tr>
<td>(Sec. 8.4.2)</td>
<td></td>
<td>(14-foot variance)</td>
</tr>
</tbody>
</table>

7. The applicant states they are requesting a carport to protect an antique car that they inherited from weather damage.

8. Two (2) zoning cases approving variances for front carports have been approved within approximately ½-mile of the subject property. One case was approved in 1995 on Flamingo Lane, northwest of the subject property. The second case was approved in 1996 on Whippoorwill Lane, also to the northwest of the subject property. No carports have been approved on Canary Drive.
9. Staff from Traffic and Transportation, Fire, Water Utilities, and CIP have reviewed the request and have no objections to this request.

10. A total of 41 public notices were mailed. Staff has received three (3) responses in support and none in opposition to this request.

**Staff Finding**

No undue hardship is evident, and the site plan does not comply with the development standards outlined in Section 8.4.2 (Established Front Yard) in the Unified Development Code.

**ADDITIONAL COMMENTS:**

<table>
<thead>
<tr>
<th>Contract Required:</th>
<th>Review Completed By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Action:</td>
<td>Council Action:</td>
</tr>
<tr>
<td>Discretionary Contract Disclosure Form Required:</td>
<td></td>
</tr>
</tbody>
</table>

**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)
- Applicant Letter of Intent (PDF)
- Letter in Support (PDF)
- Sec. 2.4.8 Single family Residential 6 (R-6) District Requirements (PDF)
- Council Presentation (PDF)
- Draft Planning and Zoning Commission Minutes (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

NONE

**REVISION INFORMATION:**

Prepared: 7/8/2024 08:44 AM by Kenneth Bloom
Last Updated: 7/26/2024 09:22 AM by Kenneth Bloom
ORDINANCE NO. (ID # 14805)

ZONING CASE NO. 2024-198-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 PLYMOUTH PARK NORTH 6 ADDITION, LOCATED AT 3709 CANARY DRIVE 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 on July 1, 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 2024-198-ZC, changing the zoning classification of certain property located at 3709 Canary Drive, 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 8.4.2 of the City of Irving Unified Development Code.
(Established Front Yard), to wit: a decrease to the minimum front yard setback by allowing a minimum front yard setback of 16 feet for a carport.

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: 2024-198-ZC – S-P-2 FOR (R-6)

Lot 19, Block E,
Plymouth Park North 6 Addition
16' to property line from edge of carport

General Notes:

1. All uses permitted by Chapter 2.4.8 will be allowed and all requirements of Chapter 2.4.8, R-6 Single Family District of the United Development Code and any other applicable requirements of the Unified Development Code will be complied with, except:
   a) Variance of 14 feet from the front yard setback.
   Per UDC 8.4.2 "Established Front Yard":
      Required: 30 feet
      Proposed: 16 feet
2. All new utilities will be installed underground.
3. All fences, signs lighting, luminaries, and exterior auditory speakers will comply with the City of Irving Ordinances.
4. All surface material to meet the minimum standards of the City of Irving.
5. The purpose of this request is to allow a carport to encroach into the front yard setback.
City of Irving

Vicinity Map
Zoning Case
No: 2024-198-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: Thursday, May 30, 2024
Geographic Information Systems (GIS) Disclaimer/Limitation of Liability:
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Date: Thursday, May 30, 2024

City of Irving
Notification Map
Zoning Case
No: 2024-198-ZC

Property Under Consideration

200 Ft Notification Boundary
<table>
<thead>
<tr>
<th>ID</th>
<th>DCAD_ID</th>
<th>OWNER NAME</th>
<th>ST NUM</th>
<th>ST DIR</th>
<th>ST NAME</th>
<th>ST SUFFIX</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>32414500050010000</td>
<td>FLORES SERGIO</td>
<td>3722</td>
<td></td>
<td>FLAMINGO</td>
<td>LN</td>
</tr>
<tr>
<td>2</td>
<td>32414500080050000</td>
<td>PATE CHARLOTTE A</td>
<td>3705</td>
<td></td>
<td>FLAMINGO</td>
<td>LN</td>
</tr>
<tr>
<td>3</td>
<td>32414500080080000</td>
<td>TORRES ERIKA G MARTINEZ &amp;</td>
<td>3617</td>
<td></td>
<td>FLAMINGO</td>
<td>LN</td>
</tr>
<tr>
<td>4</td>
<td>32414500040310000</td>
<td>GUZMAN SANDRA</td>
<td>3629</td>
<td></td>
<td>FINLEY</td>
<td>RD</td>
</tr>
<tr>
<td>5</td>
<td>32414500040060000</td>
<td>SOFA LIZETTE YVETTE</td>
<td>3704</td>
<td></td>
<td>CANARY</td>
<td>DR</td>
</tr>
<tr>
<td>6</td>
<td>32414500050230000</td>
<td>KURIKOSE SRAIL &amp; SOMA M</td>
<td>3725</td>
<td></td>
<td>CANARY</td>
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City of Irving
Notification List
Zoning Case No: 2024-198-ZC
To whom it may concern

From: Ronald Holbrook

3709 Canary Dr

Irving Tx 75062

I am writing in reference to a zoning change for adding a carport to the front of my house, after my father died he left his 2005 Ford expedition in my care. His expedition was his prized position. Last year it received hail damage due to the storms in this rea. I am requesting a carport for protection of his Expedition and my primary car. My intent is to have an attractive carport built that will enhance the neighborhood and look like an extension to my home. I have lived in this neighborhood for 22 years and plan to reside for many more years.

Thank you for your consideration,

Ronald Holbrook

Request #2249144

Project # 2024-198-ZC
PUBLIC COMMENT FORM
(2024-198-ZC – 3709 Canary Dr.)

Please type or use black ink

Planning Department
PO Box 152288
Irving, Texas 75015-2288

or planning@cityofirving.org

I am FOR Zoning Case 2024-198-ZC as explained on the attached public notice.

I am AGAINST Zoning Case 2024-198-ZC as explained on the attached public notice.

Date, Location & Time of:

PLANNING & ZONING COMMISSION MEETING:
Monday, July 1, 2024, 7:00 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING:
Thursday, August 1, 2024, 7:00 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name:  [Signature]
(please print)

Address:  3631 Canary Dr.

Tax Account (DCAD) Number
(if shown on enclosed map):

Signature:

Date:  6-26-24

Phone (optional):  817-891-3813

Please provide comments explaining the reasons for your support or opposition:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

GG
PUBLIC COMMENT FORM
(2024-198-ZC – 3709 Canary Dr.)
*** Please type or use black ink ***

Planning Department
PO Box 152288
Irving, Texas 75015-2288
or planning@cityofirving.org

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PLANNING & ZONING COMMISSION MEETING: Monday, July 1, 2024, 7:00 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, August 1, 2024, 7:00 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Ever J. Romero  & Merli M. Romero

Address: 3721 Canary Dr.
Irving, TX 75062

Tax Account (DCAD) Number (if shown on enclosed map): 37

Signature: [Signature]

Date: 06/25/24

Phone (optional): 469-805-3639 469-805-3606

Please provide comments explaining the reasons for your support or opposition:

We support this case because the vehicle are slowly damaged by the weather. The carport can protect the vehicles from the weather like hail and also from the sun. The sun can cause damage to the paint job but also heats up the vehicles so the carport can prevent damage to the vehicle and prevents incidents relating to heat.
PUBLIC COMMENT FORM
(2024-198-ZC – 3709 Canary Dr.)
***Please type or use black ink***

Planning Department
PO Box 152288
Irving, Texas 75015-2288

or planning@cityofirving.org

I am **FOR** Zoning Case 2024-198-ZC as explained on the attached public notice.

I am **AGAINST** Zoning Case 2024-198-ZC as explained on the attached public notice.

Date, Location & Time of:

**PLANNING & ZONING COMMISSION MEETING:**
Monday, July 1, 2024, 7:00 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

**CITY COUNCIL MEETING:**
Thursday, August 1, 2024, 7:00 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: **Ronald Hollands**
Address: **3709 Canary Dr. Irving, TX**

Tax Account (DCAD) Number
(if shown on enclosed map):

Signature: **Ronald Hollands**
Date: **6/27/24**
Phone (optional): **(972) 742-6189**

Please provide comments explaining the reasons for your support or opposition:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

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 (see Section 8.4.2, Established Front Yard, as applicable)
2) Depth of rear yard: 20 feet
3) Width of side yard: 5 feet (see Section 8.4.1, Corner Lots, as applicable)
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
Zoning Case 2024-198-ZC

- 3709 Canary Dr.
- 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 established front yard setback for a carport
- Staff Finding: No undue hardship
- P&Z Recommendation: Approval 6-2
- Public Comment Forms: Three (3) in support and none in opposition
Established Front Yard Setback (Sec. 8.4.2)

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<td>(14-foot variance)</td>
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Surrounding Properties with Carports
Zoning Case #2023-198-ZC
3709 Canary Dr.
Subject Property
West of Subject Property
Subject Property
Established Front Yard Setback (Sec. 8.4.2)

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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 rear yard setback

Chair Skinner read the item into the record. He then called on the applicant.

Ron Holbrook, 3709 Canary Drive, has been living here for 21 years, he has been wanting a carport for many years. By owning the vehicles that he does now and his father passing away three years ago, inheriting his truck, he would like to protect the vehicle from the weather elements.

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 Sanguino and Commissioner Lightfoot are concerned that there are no other carports in the area. Regardless, they feel that carports can start somewhere.

Camellia Pannell, 3636 Canary Drive, agrees that they do have a beautiful neighborhood. She was initially present to listen, now she would like to demonstrate her support for this as she would like to have a carport herself.

Commissioner Vigliante doesn’t feel that the resident is asking for anything unreasonable, she doesn’t have any issue with that, therefore this case has her support.

Commissioner Vigliante moved to forward Zoning Case #2024-198-ZC to the City Council with a recommendation of approval. Commissioner Myrick seconded the motion. There was no discussion of the motion. The motion carried 6-2.

**Ayes:** Joshua Skinner, Debbi Haacke, Priscilla Vigliante, April Myrick, Alicia Reyes, Ricky Lightfoot

**Nay:** Terry Prichard, Gerald Sanguino

**Absent:** Daniel Denny

Discussion Time: 5 minutes
Ordinance -- 2024-216-CP - Considering a Comprehensive Plan Amendment Changing the Future Land Use Category from "Business/Office" to "Mid-Density Residential" - 519 Joffre Dr.

Administrative Comments

1. The Planning and Zoning Commission recommended denial on July 1, 2024 by a vote of 7-1.
   
   Commissioners in support: Skinner, Spurlock, Vigliante, Myrick, Lightfoot, Reyes, Sanguino
   
   Commissioner in opposition: Haacke
   
   Commissioner absent: Denny
   
2. Owner/Applicant: Joffre519 LLC, individual series of Cori Ardo LLC
   
3. The subject property is a 0.74-acre vacant tract. The Imagine Irving Comprehensive Plan Future Land Use Map recommends Business/Office uses for the subject property. The Business/Office land use category is described as an "Flexible use area for retail, office and commercial uses. Multi-story structures with a mix of surface and structured parking. Uses are primarily office oriented with some supportive services. Likely Compatible Zoning: P-O, C-O, C-N, C-C, FWY." The Business/Office district was formerly the “Business District”; it is unknown why this category was chosen for this property. It may have been with the intention of including it in the adjacent commercial development or could have been in error during the Imagine Irving Comprehensive Plan process.
   
4. In conjunction with the companion zoning case (2024-199-ZC), the applicant seeks to change the future land use to Mid-Density Residential, being described as a "Medium density residential areas typically five stories or less. New structures should be high quality construction sited near public transportation nodes, arterial streets or in proximity to mixed use areas. Pedestrian-oriented buildings and streets are preferred. Likely Compatible Zoning: R-MF-1, R-MF-2, R-MF-O, R-XF." The companion zoning case seeks to rezone the property to R-XF “Extra Family Residential” to allow extra family uses.
   
5. The Master Thoroughfare Plan categorizes Joffre drive as a local road. The closest intersection is with E Pioneer Dr., which is classified as a “5U (5-lane undivided) Minor Arterial”.
   
6. The Future Land Use Map Interpretation Policies under Goal 1 of the Land Use + Urban Design Section of the Imagine Irving Comprehensive Plan requires that, if an area that is designated and/or developed as non-residential desires to transition to a residential use, the City of Irving should require the following:
   
   a. The area is physically appropriate (i.e., size, shape, etc.) for residential use.
   b. The area is adjacent to a residential neighborhood shown on the generalized
Future Land Use Map and is not separated from the neighborhood by a major thoroughfare (or larger), or the residential use is a part of a mixed-use development.

c. The rezoning will not result in a shortage of land designated for non-residential development.

d. The rezoning does not leave a residual tract of non-residentially zoned property that does not conform to the generalized Future Land Use Map, or that negatively affects the proposed residential use.

e. The rezoning provides for an appropriate transition between residential and non-residential uses through separation by distance, screening, or land use (i.e., creek, four-lane roadway, etc.), if integration of residential and non-residential land uses into a mixed use environment is not achievable.

7. Likewise, it states that, if an area that is designated and/or developed as residential desires to transition to a different residential use (such as low density to medium density), the City of Irving should require the following:

   a. The area is physically appropriate (i.e., size, shape, etc.) for the proposed residential use.
   
   b. The area provides adequate access and parking capacity required for the proposed residential development.
   
   c. The rezoning does not create any foreseeable negative impacts on the adjacent uses.

8. In this case, since the property has historically been a single-family residence and generally been in low-density residential categories in past Future Land Use Maps, **staff is evaluating this case on this second set of criteria.**

9. **Staff does not believe the requested change meets criteria (c) from the future land use criteria analysis regarding negative impacts for changing from a developed residential use to a different residential future land use.** This block of Joffre north of the intersection with E. Pioneer Drive includes large single-family residential lots, and the proposed change to multifamily is inconsistent with that use. Therefore, staff cannot support this future land use change. Staff will identify this area for possible re-classification to “Traditional Neighborhood” at a later date.

10. A total of 26 public notices were mailed. Staff received no responses in support and six (6) responses in opposition. Opposition within 200 feet is 41.34% for the companion zoning case; however the supermajority vote requirement does not apply to this comprehensive plan change request.

**Staff Recommendation**

The ordinance be **denied** 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)
- Property Owner Notification Map (PDF)
- Property Owner Notification List (PDF)
- Justification Letter (Justification_Letter) (PDF)
- Public Comment Forms in Opposition (PDF)
- Protest Analysis Map (PDF)
- Council Presentation (PDF)
- Draft Planning and Zoning Commission Minutes (PDF)

CURRENT YEAR FINANCIAL IMPACT:

NONE

REVISION INFORMATION:

Prepared: 7/8/2024 08:47 AM by Kenneth Bloom
Last Updated: 7/23/2024 12:33 PM by Jocelyn Murphy
AN ORDINANCE AMENDING THE CITY OF IRVING 2017 IMAGINE IRVING COMPREHENSIVE PLAN (ORD 2016-9869) BY CHANGING THE DESIGNATION OF PROPERTY AT 519 JOFFRE DRIVE FROM BUSINESS/OFFICE TO MID-DENSITY RESIDENTIAL; 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 denial of the requested Comprehensive Plan Amendment on July 1, 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 at 519 Joffre Drive, described in the attached Exhibit A, from Business/Office to Mid-Density Residential.

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
ZONING CASE 2024-199-ZC
AND
COMPREHENSIVE PLAN
AMENDMENT 2024-216-CP

BEING part of Lot 11, Block A, Britain Roads Estates Addition
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
Aerial View Map
No: 2024-216-CP

Date: Tuesday, May 21, 2024

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June 4th 2024
City of Irving
Planning & Community Development Department
825 W. Irving Boulevard
Irving, TX 75060
Re: 519 JOFFRE DRIVE, IRVING TX 75061

Comprehensive Plan Amendment
Justification Letter

Request
The subject property is a 0.74 acre of land currently zoned for Single-Family R-6. The current
Comprehensive Plan calls for Business/Office. The applicant is requesting a change to Mid-Density
Residential in conjunction with a rezoning application to Extra-Family R-XF, which allows one single-
family detached home, or a Rooming House, Boarding House, Nursing Home, Hospital, Boarding
School, Sorority or Fraternity house on a lot at least 6,000 square feet in size.

Justification
The requested future land use change in the Comprehensive Plan meets the following requirements of
the city of Irving for evaluating the appropriateness of the request:
• The property is suited in size, shape, and location for residential use.
• This property is surrounded by both residential and commercial properties. It is immediately
  adjacent to residential properties on the North and East side, while on the South and West side
  are auto repair/upholstery/parts businesses, and a construction company.
• There is an existing 10 foot fence between the commercial properties as required by code
  enforcement, which provides for an appropriate transition between residential and non-
  residential uses
• The rezoning will not result in a shortage of land designated for non-residential development,
  since it is not currently used for non-residential uses.
• The rezoning does not leave a residual tract of non-residentially zoned property and will not
  create negative effects of any kind on any other property.
• This development increases the availability of residential housing in the area, which is in
  conformity with the vision and intent of the Imagine Irving Comprehensive Plan when it states;
“The City should embrace this opportunity to... consum(e) less land through an expanded variety of housing types...” (pg. 6)

The current zoning of the land as R-6 is no longer suitable due to the large size of the lot and the disproportionately high tax burden accordingly assessed by the county. This proposal is a more compatible use for the existing 1950’s single family house than currently called for in the Comprehensive Plan.

The approval of this property for the requested purpose will improve commerce and use of public transportation in the neighborhood by increasing the number of residents. Some of the existing infrastructure and City services which will benefit from the project, are as follows;

- Bus 225 (0.3 mile)
- Bus 025 & 230 (0.4 mile)
- Bus 227 & 229 (0.5 mile)
- Cost Plus Supermarket (0.5 mile)
- Fiesta (0.7 mile)
- Heritage Park. (0.7 mile)
- DART/TRE station (0.8 mile)
- DART Draft New Network has proposed adding bus routes 61,62,64,66,68 & 69 to the DART station.
- Go-link South Irving on-demand rides (0.8 mile)

This project will increase the Property Tax roll value of the property by approximately $1,000,000.

Based upon the above and the attached information, the Applicant respectfully request approval of this Comprehensive Plan Amendment.

Joffre519 LLC
By Corinne Gonzalez
Owner/Applicant
(469)531-1182
PUBLIC COMMENT FORM  
(2024-216-CP and 2024-199-ZC – 519 Joffre Dr.)  
*** Please type or use black ink ***

Planning Department  
PO Box 152288  
Irving, Texas 75015-2288  
or planning@cityofirving.org

I am FOR Comprehensive Plan Future Land Use Amendment 2024-216-CP as explained on the attached public notice.

I am AGAINST Comprehensive Plan Future Land Use Amendment 2024-216-CP as explained on the attached public notice.

I am FOR Zoning Case 2024-199-ZC as explained on the attached public notice.

I am AGAINST Zoning Case 2024-199-ZC as explained on the attached public notice.

Date, Location & Time of:  
PLANNING & ZONING COMMISSION MEETING: Monday, July 1, 2024, 7 p.m.  
City Hall, 825 W. Irving Blvd., Irving, Texas  
CITY COUNCIL MEETING: Thursday, August 1, 2024, 7 p.m.  
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: ____________________________________________________________________________
(Harvard Investments LLC)

Address: ____________________________  
300 Browncliff Ct.

City: _____  State: _______  Zip: _______  
Dallas, TX 75077

Tax Account (DCAD) Number (if shown on enclosed map): ____________________________

4175 Pioneer and 4215 Pioneer

Signature: ____________________________________________________________________________

Date: ___________  
6-21-24

Phone (optional): ____________________________  
214 944 3377

Please provide comments explaining the reasons for your support or opposition:

________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________

_________________________  
JG
PUBLIC COMMENT FORM
(2024-216-CP and 2024-199-ZC – 519 Joffre Dr.)
*** Please type or use black ink ***

Planning Department
PO Box 152288
Irving, Texas 75015-2288

or
planning@cityofirving.org

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City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, August 1, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Betti Gregory
(please print)

Address: 519 Joffre Dr.
IRVING TX 75061

Tax Account (DCAD) Number (if shown on enclosed map):

Signature: Betti Gregory

Date: 6/24/2024

Phone (optional): 972-977-1975

Please provide comments explaining the reasons for your support or opposition:

________________________________________________________________________

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JC
PUBLIC COMMENT FORM
(2024-216-CP and 2024-199-ZC – 519 Joffre Dr.)
*** Please type or use black ink ***

Planning Department
PO Box 152288
Irving, Texas 75015-2288

or planning@cityofirving.org

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I am FOR Zoning Case 2024-199-ZC as explained on the attached public notice.

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Monday, July 1, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING:
Thursday, August 1, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Evelyn Sodgras
(please print)

Address: 519 Joffre Dr.

Tax Account (DCAD) Number
(if shown on enclosed map):

Signature: Evelyn Sodgras

Date: 6-27-24

Phone (optional): 172-438-3045

Please provide comments explaining the reasons for your support or opposition:

________________________________________________________________________________________
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PUBLIC COMMENT FORM  
(2024-216-CP and 2024-199-ZC - 519 Joffre Dr.)
*** Please type or use black ink ***

Planning Department
PO Box 152288
Irving, Texas  75015-2288

or planning@cityofirving.org

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✓ I am AGAINST Comprehensive Plan Future Land Use Amendment 2024-216-CP as explained on the attached public notice

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PLANNING & ZONING COMMISSION MEETING:  
Monday, July 1, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING:  
Thursday, August 1, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name:  ELIZABETH M. GREGORY
(please print)

Address:  526 JOFFRE DR.
          IRVING, TX 75061

Tax Account (DCAD) Number
(if shown on enclosed map):

Signature:  Elizabeth Gregory

Date:  6/24/2024

Phone (optional):  972-979-1975

Please provide comments explaining the reasons for your support or opposition:

ALL THE HOUSES ON THIS STREET ARE HOME OWNERS OF SINGLE FAMILY HOMES AND WE DON'T WANT STRANGERS RENTING ROOMS IN THAT HOUSE. DIFFERENT PEOPLE CONSTANTLY COMING AND GOING, NOT KEEPING YARD UP OR TAKING CARE OF THE PLACE.
PUBLIC COMMENT FORM
(2024-216-CP and 2024-199-ZC – 519 Joffre Dr.)
*** Please type or use black ink ***

Planning Department
PO Box 152288
Irving, Texas 75015-2288
or
planning@cityofirving.org

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I am AGAINST Comprehensive Plan Future Land Use Amendment 2024-216-CP as explained on the attached public notice.

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PLANNING & ZONING COMMISSION MEETING: Monday, July 1, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, August 1, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Acosta, Victor
(address print)

Address: 603 English St

Tax Account (DCAD) Number ____________________________
(if shown on enclosed map):

Signature: ____________________________

Date: 22 JUNE 2024

Phone (optional): ____________________________

Please provide comments explaining the reasons for your support or opposition:

Too many people living in that area
PUBLIC COMMENT FORM
(2024-216-CP and 2024-199-ZC – 519 Joffre Dr.)
*** Please type or use black ink ***

Planning Department
PO Box 152268
Irving, Texas 75015-2288

or
planning@cityofirving.org

___ I am FOR Comprehensive Plan Future Land Use Amendment 2024-216-CP as explained on the attached public notice

X I am AGAINST Comprehensive Plan Future Land Use Amendment 2024-216-CP as explained on the attached public notice.

___ I am FOR Zoning Case 2024-199-ZC as explained on the attached public notice.

X I am AGAINST Zoning Case 2024-199-ZC as explained on the attached public notice.

Date, Location & Time of:

PLANNING & ZONING COMMISSION MEETING: Monday, July 1, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, August 1, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: GERALD M. NUTT

Address: 441 E. PIONEER ST.
IRVING, TEXAS 75061

Tax Account (DCAD) Number: I OWN PROPERTY NEXT DOOR

Signature: GERALD M. NUTT

Date: 7/1/2024

Phone (optional): 817-905-2020

Please provide comments explaining the reasons for your support or opposition:

New neighbor very rude. Refuses to cut down or trim many trees on property line. Causes lots of debris, tree leaves and broken limbs. Many leaves stop up my gutters causing flooding sometimes in to my building. Property should be single family only. I think she bought property to only violate the laws.
Trees from S19 Joffre
trees way over on my property
441 E. Pioneer
Photos 6

From: "Gerald McNutt" <geraldmcnutt@hotmail.com>
To: "Gerald McNutt" <primesource@mail.com>
Date: Jul 1, 2024 11:49:30 AM

grown up 519 Joffre
519 Joffre
Broken limbs
Sent from my iPhone

Attachments

- IMG_3028.jpg
- IMG_3027.jpg
- IMG_3026.jpg
- IMG_3025.jpg
- IMG_3024.jpg
- IMG_3023.jpg
NEED
519 Joffre
to trim
back trees
and cleanup
their property
I HAVE TO
CLEAN UP MY
PROPERTY ALL
THE TIME
FROM DEBREA
FROM 519 JOFFRE
519 Joffre
overgrown
City of Irving
Protest Analysis Map
Zoning Case
No. 2024-199-ZC

Total Area within 200’
(Excluding Subject Parcel) = 6.8180 AC
Total Area Protested = 2.8224 AC
Percentage of Area Protested = 41.34%

Protest Analysis Map
Zoning Case
No. 2024-199-ZC

200 Ft Protest Calculation Boundary

Date: 7/1/2024
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, surveying, or other purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property lines, features, and other geographic features. All data is "as is" without warranty of any kind, either express or implied. Use of this information is at the sole responsibility of the user.

Packet Pg. 867
Attachment: Protest Analysis Map (18086 : 56 - 2024-216-Cp)
Comprehensive Plan Amendment 2024-216-CP

- 519 Joffre Dr.
- From: “Business/Office”
- To: “Mid-Density Residential”
- Staff Recommendation: Denial
- P&Z Recommendation: Denial 7-1
- Public Comment Forms: None in support and six (6) in opposition (41.34%)
Legend
- Case Boundary
- Municipal Boundary
- DFW Noise Contour
- 65
- 70
- 75

Future Land Use
- Residential Categories
  - Traditional Neighborhood
  - Compact Neighborhood
  - Mid Density Residential
  - Mixed Use Categories
- Urban District
  - Transit Oriented Development
  - Community Village
  - Main Street/Downtown
  - Non-Residential Categories
  - Local Commercial
  - Regional Commercial
  - Business/Office
  - Manufacturing/Warehouse
  - Industrial
  - Public/Semi-Public
  - Open Space
  - DFW Airport

City of Irving
Future Land Use Map
Zoning Case
No: 2024-199-ZC

Date: Tuesday, May 21, 2024

Geographic Information Systems (GIS) Disclaimer/Limitation of Liability:
This product is for informational purposes and may not have been prepared for or suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only an 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. 870
Existing and Proposed Future Land Use

**Existing: Business/Office**

- Flexible use area for retail, office and commercial uses. Multi-story structures with a mix of surface and structured parking. Uses are primarily office oriented with some supportive services.
- Likely Compatible Zoning: P-O, C-O, C-N, C-C, FWY

**Proposed: Mid-Density Residential**

- Medium density residential areas typically five stories or less. New structures should be high quality construction sited near public transportation nodes, arterial streets or in proximity to mixed use areas. Pedestrian-oriented buildings and streets are preferred. Net 18-50 units per acre.
- Likely Compatible Zoning includes multifamily districts (R-MF-1, R-MF-2, R-MF-O, and R-XF).
Criteria for Change of Future Land Use

The Future Land Use Map Interpretation Policies under Goal 1 of the Land Use + Urban Design Section of the Imagine Irving Comprehensive Plan requires that, if an area that is designated and/or developed as non-residential desires to transition to a residential use, the City of Irving should require the following:

a) The area is physically appropriate (i.e., size, shape, etc.) for residential use.

b) The area is adjacent to a residential neighborhood shown on the generalized Future Land Use Map and is not separated from the neighborhood by a major thoroughfare (or larger), or the residential use is a part of a mixed-use development.

c) The rezoning will not result in a shortage of land designated for non-residential development.

d) The rezoning does not leave a residual tract of non-residentially zoned property that does not conform to the generalized Future Land Use Map, or that negatively affects the proposed residential use.

e) The rezoning provides for an appropriate transition between residential and non-residential uses through separation by distance, screening, or land use (i.e., creek, four-lane roadway, etc.), if integration of residential and non-residential land uses into a mixed use environment is not achievable.

Staff
Criteria for Change of Future Land Use

Likewise, it states that, if an area that is designated and/or developed as residential desires to transition to a different residential use (such as low density to medium density), the City of Irving should require the following:

a) The area is physically appropriate (i.e., size, shape, etc.) for the proposed residential use.

b) The area provides adequate access and parking capacity required for the proposed residential development.

c) The rezoning does not create any foreseeable negative impacts on the adjacent uses.

Staff does not believe the requested change meets the criteria (c) from the future land use criteria analysis regarding negative impacts for changing from a developed residential use to a different residential future land use.

FROM: Business/Office
TO: Mid-Density Residential

Chair Skinner read the item into the record. He then called on the applicant.

Corinne Gonzalez, 539 W Commerce Street #473, provided information on her case. She now lives in Irving with her husband and three children, they are currently home schooled. She has been in Texas for 15 years and in Irving for 5 or 6 years. The property is a single-family home built in the 1950’s. She has renovated the property; it took her about a year. She is applying to rezone this to allow for a senior independent facility for unrelated seniors to live together and have an affordable place to live. Her proposition is to increase the size of the house, extending in the rear of the property, move the garage to expand the driveway towards the back of the property. This would involve changing the Comprehensive Plan to be compatible with the proposed zoning. This project would not be multi-family, it would be more of a nursing home. One already exists close to this area. There is a shingle factory on one side of the property, this is a lot of industrial work happening. The shingle truck comes in and waits on the road causing vehicles to drive on the opposite side of street. The opposition received was regarding her not cutting her neighbors’ trees and others wants the street to maintain quiet. The current comprehensive plan would allow an auto dealership, there would be more traffic and noise. This will be a minimum 30-day stay required with thorough background checks. The people staying would be good people, they just need houses.

Chair Skinner asked if she lives in that house.

Ms. Gonzalez stated that she does not live here, that this is currently rented to tenants on a month-to-month lease. She will discuss with the Inspections department following the guidelines and requirements, with alternative building methods.

Commissioner Reyes asked for their transportation plans.

Ms. Gonzalez stated that you can walk to the DART train station, it is 17 minutes from this location. The people living together will serve as a community for one another. She has a 72-year-old living in her home in England since 2013, and one of the other guys who is 51 since 2015. People don’t have to be related to be there for one another to help each other out.

Commissioner Reyes doesn’t feel that this is a good area for the concept, she admires her coming out and wanting to put an opportunity for other residences coming into the city.

Ms. Gonzalez stated that there is a huge demand for affordable housing in the city. The people who sort your packages overnight at FedEx, people washing dishes, and cleaning your rental cars are living in their cars.

Commissioner Myrick asked what kind of population they are trying to support here, the comments on the traffic at 4:00 am related to the manufacturing standpoint, and what demographics they are intending to support, whether this is for senior citizens or anyone searching for a room.

Ms. Gonzalez described those that are 55 and older, as independent living and not necessarily retired. There is a huge demand for somewhere that is affordable.
When she referred to the shingles company, she will not be adding to the traffic. She was trying to illustrate that this is the perfect place for the proposal as this would serve as a buffer from the mechanical area and the rest of the residential area.

Commissioner Myrick asked if she will be living at this property.

Ms. Gonzalez stated that she will not be living at this property, she will be the manager for the property. However, someone that she can trust will be living at this property to manage and make her aware of any situations that should occur.

Vice-Chair Prichard asked if this was going to be set up as an assisted living home.

Ms. Gonzalez stated that they must be able to function independently, her proposal is for competent functioning adults on a single income who need a safe place to live and serve as a community for one another.

Commissioner Reyes asked how she plans on promoting this and the demographic.

Ms. Gonzalez stated that she won’t need to promote this as if you meet the demand of the public, and meet the budget, they will find you automatically.

Commissioner Lightfoot asked staff for the parking requirements.

Jocelyn Murphy, Planning Director advised that it would be one space per bedroom.

Commissioner Vigliante thanked Ms. Gonzalez for coming forward and sharing her vision for affordable housing for our senior population. She doesn’t feel this is the perfect location for what she is trying to offer. She thinks of safety, noise, and the vulnerability of the population.

Ms. Gonzalez asked where the perfect place would be for this type of project.

Commissioner Vigliante stated that she can’t speak in the perfect place, she is speaking on this specific project. She feels that she has an admirable vision, she just doesn’t feel this is a perfect spot for this.

Ms. Gonzalez feels that the people sleeping in their cars might disagree.

Commissioner Sanguino asked how many people would be staying there.

Ms. Gonzalez won’t jump into financing until the zoning is approved, this would depend on parking. It is almost an acre of land on the rear of the property. This would be for approximately 30 rooms. The size of the rooms would be a minimum of 7x10, approximately 70 square feet, which would meet the building codes. If they have shared bathrooms, this would make the rooms more affordable.

Commissioner Sanguino asked if she is operating a section 8 property.

Ms. Gonzalez stated that she has worked with section 8 throughout the metroplex.

Commissioner Sanguino asked how much they would be renting each room for, she stated that it would be around $600 a month and set up as a large kitchen with multiple appliances for accommodating the residents on site. The individuals living on this property would often have different schedules. The lower earning demographics work nightshifts. A portion of the residents will
be awake in the morning, the others at night. There will be onsite residents responsible for cleaning, emergencies, and maintenance. It is good to have someone you trust there that is available to advise you of any situations. This is not a boarding facility for people with special needs, this is for independent people.

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 Sanguino moved to forward Comprehensive Plan Amendment Case #2024-216-CP to the City Council with a recommendation of denial. Commissioner Prichard seconded the motion. There was no discussion of the motion. The motion carried 7-1.

Ayes: Joshua Skinner, Terry Prichard, Priscilla Vigliante, April Myrick, Alicia Reyes, Ricky Lightfoot, Gerald Sanguino

Nay: Debbi Haacke

Absent: Daniel Denny

Discussion Time: 30 minutes
AGENDA ITEM SUMMARY

Meeting: 8/1/2024  
DOC ID: 14807  
Recommending Department: Planning  
LSR No: 

Ordinance -- 2024-199-ZC - Considering a Zoning Change from R-6 "Single-Family Residential 6" to R-XF "Extra Family Residential" - 519 Joffre Dr.

Administrative Comments
1. The Planning and Zoning Commission recommended denial on July 1, 2024 by a vote of 7-1.

   Commissioners in support of recommendation for denial: Skinner, Prichard, Vigliante, Myrick, Lightfoot, Reyes, Sanguino

   Commissioner in opposition to recommendation for denial: Haacke

   Commissioner absent: Denny

2. Owner/Applicant: Joffre519 LLC, individual series of Cori Ardo LLC

3. The subject property is a 0.74-acre lot with a single-family home. The applicant is requesting a zoning change to allow the operation of senior Rooming House/Boarding House uses under the R-XF “Extra Family Residential” district.

4. The property is currently a three bedroom/two bathroom home built in 1945 in the R-6 “Single-family Residential 6” zoning district. The surrounding uses on other lots facing the block are single family.

5. This case is a companion item with Comprehensive Plan Amendment 2024-216-CP which, if approved, would change the classification of the property on the Future Land Use Map from “Business/Office” to “Mid-Density Residential”.

6. The applicant indicates the proposed development will comply with all requirements in the Unified Development Code, including the R-XF “Extra Family Residential” district regulations and the minimum parking requirements. As no variances are requested or conditions being stipulated, site plan zoning is not required.

7. The applicant’s Letter of Intent states that they intend to develop the property “into a 55+ senior independent living facility with a selection of private bedrooms and shared bedrooms.” The existing house would be remodeled and expand an additional 16 rooming units to accommodate this use. The letter states that:
   a. Residents will be on a minimum 30-day lease
   b. Each resident will have a unique door code for secure, keyless entry
   c. The kitchen, bathrooms, and work/recreation areas will be shared by residents (no indication is made that any meals will be provided).
   d. The minimum bedroom size will be 70 sq. ft. per person for a private room, and 50 sq. ft. per person for a shared room.

8. Since this is not a site plan zoning case, none of the above statements could be
enforced if approved as R-XF. Additionally, current or future owners could develop
the property in conformance with any R-XF “Extra Family Residential” district uses,
subject to all other requirements in the Unified Development Code. Such uses include:

a. Rooming House
b. Boarding Home
c. Nursing Home

9. The applicant has referred to the proposal as Independent Living. The operation
will not include separate fully functioning living spaces and instead will
provide shared kitchen and bathroom facilities.

The National Council on Aging (NCOA.org) lists the following typical characteristics
of “Independent Living”:

a. Most independent living communities offer the following services:
   i. Three meals a day
   ii. Regular, light housekeeping
   iii. Transportation to and from doctor’s appointments and nearby stores
   iv. Social activities, including planned outings to museums, restaurants,
parks, and theaters
   v. On-site amenities, such as beauty salons, laundry facilities, libraries,
and fitness centers
b. Tend to attract active adults, so they may have larger campuses with more
outdoor spaces
c. Usually offer more spacious apartment options. While small studios may be
available, so are apartments with one to three bedrooms, multiple
bathrooms, and full kitchens.

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

a. The Fire Department stated that future development must comply will all IFD
codes and ordinances. Single-family homes and accessory units must be
located within 150’ of a street, or a fire lane will be required to be brought
onto the site.

11. While providing senior housing within a single-family neighborhood is beneficial to
the residents, it would be appropriate within a single-family home at a scale
consistent with the area. Staff believes that a boarding or rooming house with
shared restroom and bathroom facilities for up to 19 rooms (3 existing + 16 new)
does not have the characteristics of an “independent living facility”. Furthermore,
the uses allowed in R-XF are not compatible with the surrounding single-family
residential area. Therefore, staff is unable to support this case.

12. A total of 26 public notices were mailed. Staff has received no responses in support
and six (6) in opposition to this request. The opposition represents 41.34% of the
land within 200 feet of the subject property. Since this is greater than 20%, per state
law a ¾-vote is required for approval.
Staff Recommendation

The ordinance be **denied** per the recommendation of the Planning and Zoning Commission

ADDITIONAL COMMENTS:

<table>
<thead>
<tr>
<th>Contract Required:</th>
<th>Review Completed By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Action:</td>
<td>Council Action:</td>
</tr>
</tbody>
</table>

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)
- Letter of Intent  (PDF)
- Public Comments in Opposition  (PDF)
- Protest Analysis Map  (PDF)
- Sec. 2.4.18 - R-XF Extra-Family Residential District  (PDF)
- Council Presentation  (PDF)
- Draft Planning and Zoning Commission Minutes  (PDF)

CURRENT YEAR FINANCIAL IMPACT:

NONE

REVISION INFORMATION:

Prepared: 7/8/2024 08:50 AM by Kenneth Bloom
Last Updated: 7/21/2024 04:26 PM by Kenneth Bloom
ORDINANCE NO. (ID # 14807)

ZONING CASE NO. 2024-199-ZC
ZONING CLASSIFICATION – R-XF

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 BRITAIN ROAD ESTATES ADDITION, LOCATED AT 519 JOFFRE DRIVE FROM R-6 ‘SINGLE FAMILY RESIDENTIAL 6” TO R-XF “EXTRA FAMILY RESIDENTIAL”; 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 July 1, 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 2024-199-ZC, changing the zoning classification of certain property located at 519 Joffre Drive, described in Exhibit A attached hereto, from R-6 “Single-family Residential 6” to R-XF “Extra Family Residential”.

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
ZONING CASE 2024-199-ZC
AND
COMPREHENSIVE PLAN
AMENDMENT 2024-216-CP

BEING part of Lot 11, Block A, Britain Roads
Estates Addition
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: Tuesday, May 21, 2024

City of Irving
Vicinity Map
Zoning Case
No: 2024-199-ZC
Property Under Consideration

City of Irving
Aerial View Map
No: 2024-199-ZC

Date: Tuesday, May 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.
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Date: Tuesday, May 21, 2024
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Surrounding Zoning Map
Zoning Case
No: 2024-199-ZC
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LETTER OF INTENT
519 Joffre Drive

Request
The applicant is requesting a rezoning of the 0.74 acre property located at 519 Joffre Drive, Irving TX 75061 from Single Family Residential R-6 to R-XF. If approved, the existing 1950’s single family house will be extended to house a larger number of occupants. Residents will stay for a minimum of 30 days, and parking will be provided on-site.

Surrounding Uses
North   Single Family House (R-6)
East    Single Family House (R-6)
South   Nick Car Repair (C-C), Tony’s Upholstery (CC), XL Auto Parts (C-W)
West    Urban Infraconstruction (C-C)

The property will act as a transitional buffer between the single family homes to the north and east, and the commercial properties to the south and west.

While the current future land use is Business/Office, the rezoning proposal is still in conformity with the vision and intent of the Imagine Irving Comprehensive Plan which states;

“The City should embrace this opportunity to... consum(e) less land through an expanded variety of housing types...” (pg. 6)

The Problem
This year, and each year thereafter until 2027, 4.1 million Americans will be celebrating their 65th birthday. This will be the largest retirement boom in American history. At this age, retirement becomes the condition for receiving Medicare. In addition, divorce rates within this demographic have tripled. Many of these single senior citizens are still fully functioning and don’t require specialized care. Since it is hard to find housing that fits the budget of a single person on a fixed income, vehicular homelessness is on the rise and chronically under-counted. “...There are many different types of people who stay in their vehicles, including single adults...and seniors who are unable to afford rental housing” (How Communities are responding to Vehicular Homelessness; Report for Congress From U.S Interagency Council on Homelessness, Sept 2022.) It is crucial to increase safe, clean and affordable housing options for single people in Irving so that they have a viable alternative to sleeping in their cars and showering at the gym.

The current R-6 zoning offers limited economic use and housing potential. Furthermore, due to the large size of the lot, the property suffers from a dis-proportionally high property tax burden with relation to the comparatively small size of the house. Rezoning to R-XF will allow the opportunity for expansion to create additional housing capacity.
The Solution

If this rezoning application is approved, the single family house will be expanded into a 55+ senior independent living facility with a selection of private bedrooms and shared bedrooms. Residents must be able to function independently and not require medical care. Background checks will be required and no criminal history or probation will be allowed. Residents will be on a minimum of 30 days lease. Resident staff will be responsible for cleaning and management. The facility will have security cameras and each residents will have a unique door code for secure, key-less entry. No guests or pets will be allowed, and the facility will not be open to the public. The kitchen, bathrooms and work / recreation areas will be shared by residents, who will also have access to free WiFi, and laundry facilities. There will be a shaded outside area with a raised vegetable garden for residents to cultivate. Minimum bedroom sizes will be 70sqft for a one-person private room, and an additional 50sqft/person for the shared bedrooms.

Environmental Impact

The future two story addition will have a passive solar orientation with an extensive living roof planted with native xeroscaping. There will be a rainwater harvesting system for toilets and showers, and a grey water system for irrigation. The facility will have solar panels, solar water heating, low-flow fixtures, and LED lighting. The addition will be built with a small central courtyard to include the existing heritage tree in the rear.

Community Benefit

This project will offer accessible, low cost housing to a vulnerable demographic in need, while still offering access to a high standard of amenities and design. Shared living facilities are the solution to budgetary restrictions, and the antidote to the pervasive loneliness within this demographic. Brought together, this collection of single people will naturally create friendships and form a vibrant circle of support more effective and genuine than city programs can offer.

The new residents will enjoy excellent links to existing public services. The property is just 0.8 of a mile from the DART/TRE station and Go-link South Irving on-demand rides. In addition, it is:

- 8 mins walk to Bus 225
- 11 mins walk to Bus 025 & 230
- 13 mins walk to bus 227 & 229
- 15 mins walk to Cost Plus Supermarket
- 17 mins walk to Fiesta
- 17 mins from Heritage Park.
- 4 mins drive from South Irving Library.

DART Draft New Network has proposed adding bus routes 61,62,64,66,68 & 69 to the DART station.

The project will increase the Property Tax roll value of the property by an estimated $1,500,000.

Based upon the above, the Applicant respectfully requests approval of this Rezoning and Comprehensive Plan Amendment.
Please type or use black ink

I am FOR Comprehensive Plan Future Land Use Amendment 2024-216-CP as explained on the attached public notice.

I am AGAINST Comprehensive Plan Future Land Use Amendment 2024-216-CP as explained on the attached public notice.

I am FOR Zoning Case 2024-199-ZC as explained on the attached public notice.

I am AGAINST Zoning Case 2024-199-ZC as explained on the attached public notice.

Date, Location & Time of:

PLANNING & ZONING COMMISSION MEETING: Monday, July 1, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, August 1, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Hartwick Investments LLC
(please print)

Address: 300 Browncliff Ct

Tax Account (DCAD) Number (if shown on enclosed map):
4175 Pioneer and 4215 Pioneer

Signature:

Date: 6-21-24

Phone (optional): 214 914 3377

Please provide comments explaining the reasons for your support or opposition:
PUBLIC COMMENT FORM
(2024-216-CP and 2024-199-ZC – 519 Joffre Dr.)
*** Please type or use black ink ***

Planning Department
PO Box 152288
Irving, Texas 75015-2288

___ I am FOR Comprehensive Plan Future Land Use Amendment 2024-216-CP as explained on the attached public notice

✓ I am AGAINST Comprehensive Plan Future Land Use Amendment 2024-216-CP as explained on the attached public notice

___ I am FOR Zoning Case 2024-199-ZC as explained on the attached public notice.

✓ I am AGAINST Zoning Case 2024-199-ZC as explained on the attached public notice.

Date, Location & Time of:

PLANNING & ZONING
COMMISSION MEETING:
Monday, July 1, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING:
Thursday, August 1, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Betti Gregory
(please print)

Address: 519 Joffre Dr.
IRVING TX 75060

Tax Account (DCAD) Number
(if shown on enclosed map):

Signature: Betti Gregory

Date: 6/24/2024

Phone (optional): 972-977-1975

Please provide comments explaining the reasons for your support or opposition:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

JC
Packet Pg. 895
PUBLIC COMMENT FORM
(2024-216-CP and 2024-199-ZC – 519 Joffre Dr.)
*** Please type or use black ink ***

Planning Department
PO Box 152288
Irving, Texas 75015-2288

I am FOR Comprehensive Plan Future Land Use Amendment 2024-216-CP as explained on the attached public notice

X I am AGAINST Comprehensive Plan Future Land Use Amendment 2024-216-CP as explained on the attached public notice

I am FOR Zoning Case 2024-199-ZC as explained on the attached public notice.

X I am AGAINST Zoning Case 2024-199-ZC as explained on the attached public notice.

Date, Location & Time of:

PLANNING & ZONING COMMISSION MEETING: Monday, July 1, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, August 1, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: Evelyn Snodgrass
(please print)

Address: 519 Joffre Dr.

Tax Account (DCAD) Number (if shown on enclosed map):

Signature: Evelyn Snodgrass

Date: 6-27-24

Phone (optional): 172-438-3045

Please provide comments explaining the reasons for your support or opposition:

__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
PUBLIC COMMENT FORM
(2024-216-CP and 2024-199-ZC – 519 Joffre Dr.)
*** Please type or use black ink ***

Planning Department
PO Box 152288
Irving, Texas 75015-2288
or planning@cityofirving.org

I am FOR Comprehensive Plan Future Land Use Amendment 2024-216-CP as explained on the attached public notice.

I am AGAINST Comprehensive Plan Future Land Use Amendment 2024-216-CP as explained on the attached public notice.

I am FOR Zoning Case 2024-199-ZC as explained on the attached public notice.

I am AGAINST Zoning Case 2024-199-ZC as explained on the attached public notice.

Date, Location & Time of:

PLANNING & ZONING COMMISSION MEETING: Monday, July 1, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, August 1, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: ELIZABETH M. GREGORY
(please print)

Address: 520 JOFFRE DR.

IRVING, TX 75061

Tax Account (DCAD) Number (if shown on enclosed map):

Signature: Elizabeth Gregory

Date: 6/24/2024

Phone (optional): 972-979-1975

Please provide comments explaining the reasons for your support or opposition:

ALL THE HOUSES ON THIS STREET ARE HOME OWNERS OF SINGLE FAMILY HOMES AND WE DON'T WANT STRANGERS RENTING ROOMS IN THAT HOUSE. DIFFERENT PEOPLE CONSTANTLY COMING AND GOING, NOT KEEPING YARD UP OR TAKING CARE OF THE PLACE.
PUBLIC COMMENT FORM
(2024-216-CP and 2024-199-ZC – 519 Joffre Dr.)
*** Please type or use black ink ***

Planning Department
PO Box 152288
Irving, Texas 75015-2288

or
planning@cityofirving.org

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PLANNING & ZONING COMMISSION MEETING: Monday, July 1, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, August 1, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name:
Acosta, Victor

Address:
603 English St

Tax Account (DCAD) Number
(if shown on enclosed map):

Signature:

Date: 22 JUNE 2024

Phone (optional):

Please provide comments explaining the reasons for your support or opposition:

Too many people living in that area

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

JG
I am AGAINST Comprehensive Plan Future Land Use Amendment 2024-216-CP as explained on the attached public notice.

I am AGAINST Zoning Case 2024-199-ZC as explained on the attached public notice.

Date, Location & Time of:

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**CITY COUNCIL MEETING:** Thursday, August 1, 2024, 7 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: GERALD M. NUTT
(please print)
Address: 411 E. Pioneer St.
IRVING, TEXAS 75061

Tax Account (DCAD) Number: I own property next door

Signature: GERALD M. NUTT

Date: 7/1/2024

Phone (optional): 817-905-2020

Please provide comments explaining the reasons for your support or opposition:

New neighbor very Rude. Refuses to cut down or trim many trees on property line. Causes lots of debris, tree leaves and broken limbs. Many leaves stop up my gutters causing flooding sometimes in to my building. Property should be Single Family only. I think she bought property to only violate the laws.
Trees from 519 Joffre

trees way over on
my property
441 E. Pioneer
Photos 6

From: "Gerald McNutt" <geraldmcnutt@hotmail.com>
To: "Gerald McNutt" <primesource@mail.com>
Date: Jul 1, 2024 11:49:30 AM

grown up 519 Joffre
BACK YARD
519 Joffre
519 Joffre
Broken Limbs
Sent from my iPhone

Attachments

- IMG_3028.jpg
- IMG_3027.jpg
- IMG_3026.jpg
- IMG_3025.jpg
- IMG_3024.jpg
- IMG_3023.jpg

MORE growth 5/9 Joffre
I HAVE TO CLEAN UP MY PROPERTY ALL THE TIME FROM Debra FROM 519 Joffre
519 Joffre
Overgrown
The electron of my property view.
City of Irving
Protest Analysis Map
Zoning Case
No. 2024-199-ZC

Total Area within 200' (Excluding Subject Parcel) = 6.8180AC
Total Area Protesting = 2.8224 AC
Percentage of Area Protesting = 41.34%

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2.4.18 Extra Family Residential (R-XF).

In a R-XF extra-family district no land shall be used and no building shall be erected for or converted to any use other than:

a) **Principal use:** The following uses shall be permitted as principal uses:
   1) Single-family detached dwelling.
   2) Rooming house.
   3) Boarding house.
   4) Nursing home.
   5) Hospital.
   6) Old person's home.
   7) Sorority and fraternity house.
   8) Boarding school.
   9) Public and nonprofit institutions of an educational, religious or cultural type, excluding corrective institutions.
  10) Governmental buildings and uses.
  11) Public utility use.
  12) Customary home occupations provided that no person other than a member of the family of the owner or user of the principal building shall be employed or work in or at such home occupation.
  13) 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:
   1) Private garage.
   2) Swimming pool no nearer than one hundred twenty (120) feet to any principal building used for single-family residence within a R-40, R-15, R-10, R-7.5, or R-6 district.
   3) Provisions for the parking of automobiles provided that such provisions within sixty (60) feet of a developed lot in a R-40, R-15, R-10, R-7.5, or R-6 district shall be separated from said lot by a blind fence or wall at least six (6) feet high.
   4) One unlighted sign no larger than two (2) square feet in area pertaining to a principal use.

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 setback: 25 feet
   2) Depth of rear setback: 25 feet
2.4.18 Extra Family Residential (R-XF).

3) Width of side yard: 6 feet (see Section 8.4.1, Corner Lots, as applicable)
4) Width of lot: 60 feet
5) Depth of lot: 100 feet
6) Only one 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: 2½ stories or 30 feet
   2) Height of accessory structure: 2 stories or 25 feet
   3) Lot coverage by buildings: 40 percent
Zoning Case 2024-199-ZC

• 519 Joffre Dr.
• **From**: R-6 “Single-family Residential 6”
• **To**: R-XF “Extra Family Residential”
• **Staff Recommendation**: Denial
• **P&Z Recommendation**: Denial 7-1
• **Public Comment Forms**: None in support and six (6) in opposition (41.34%; ¾-vote required for approval)
City of Irving
Notification Map
Zoning Case
No: 2024-199-ZC

200 Ft Notification Boundary

Property Under Consideration

Date: Tuesday, May 21, 2024

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Subject Property
East of Subject Property
South of Subject Property
North of Subject Property

**FROM:** R-6 “Single-family Residential 6”

**TO:** R-XF “Extra Family Residential”

The details of this case were discussed with the previous case, 2024-216-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 Sanguino moved to forward Zoning Case #2024-199-ZC to the City Council with a recommendation of *denial*. Commissioner Prichard seconded the motion. There was no discussion of the motion. The motion carried 7-1.

**Ayes:** Joshua Skinner, Terry Prichard, Priscilla Vigliante, April Myrick, Alicia Reyes, Ricky Lightfoot, Gerald Sanguino

**Nay:** Debbi Haacke

**Absent:** Daniel Denny

Discussion Time: 1 minute
Ordinance -- 2024-201-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 a Variance to the Minimum Side Yard Setback on a Corner Lot - 1618 Briarwood Ln.

1. The Planning and Zoning Commission recommended approval on July 1, 2024 by a vote of 8-0.
   Commissioners in support: Skinner, Prichard, Haacke, Vigliante, Myrick, Lightfoot, Reyes, Sanguino
   Commissioner absent: Denny

2. Owner: Barbara Berryman
   Applicant: Lively’s Carpentry Service

3. The subject property is a 0.22-acre lot with a single-family home and an accessory building in the rear yard. The applicant is requesting a zoning change to allow an encroachment into the side yard setback adjacent to a street.

4. In March 2024, the applicant applied for a building permit through the City's Inspections Department to perform repair and reconstruction work on the foundation and roof of the existing garage. The applicant also requested to add four (4) feet to the exterior wall of the garage for additional storage space through this project.

5. Since this home is on a corner lot with double street frontage, the side yard adjacent to the side street must be 20 feet or must have the same setback as the front yard, whichever is less. In this case the front yard setback for the R-7.5 district is 25 feet, so the side yard adjacent to the street must have a 20-foot setback. It was also discovered during the permit review process that the existing garage already encroaches three (3) feet into the 20-foot side yard setback.

6. The current owners have been in the home for approximately 40 years, and they did not make any changes to the footprint during that time.

7. The following table summarizes the variance requested:

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Current Ordinance</th>
<th>Existing Encroachment</th>
<th>Request (Variance)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sec. 8.4.1 – Corner lots</td>
<td>Minimum side yard setback adjacent to a street shall be the same as the front building setback or 20 ft., whichever is less</td>
<td>17 ft. setback</td>
<td>13 ft. setback (7 ft. variance)</td>
</tr>
</tbody>
</table>
8. Staff from Traffic and Transportation, Fire, Water Utilities, Inspections and CIP have reviewed the request and have no objections to this zoning request.

9. A total of 39 public notices were mailed. Staff received one (1) response in support and one (1) response in opposition to the request. The opposition represents 7.58% of the land within 200 feet of the subject property. Since this is less than 20%, per state law a ¾-vote is not required for approval.

**Staff Finding**

No undue hardship is evident, and the site plan does not comply with the development standards outlined in Section 8.4.1 (Corner Lots) in the Unified Development Code.

**ADDITIONAL COMMENTS:**

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<tr>
<th>Contract Required:</th>
<th>Review Completed By:</th>
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</thead>
<tbody>
<tr>
<td>Previous Action:</td>
<td>Council Action:</td>
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<tr>
<td>Discretionary Contract Disclosure Form Required:</td>
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</tr>
<tr>
<td>Certificate of Interested Parties (Form 1295) Required:</td>
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<tr>
<td>TGC 2271 Verification Form Required:</td>
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<tr>
<td>TGC 2274 Verification Form Required:</td>
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**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)
- Notification Map (PDF)
- Notification List (PDF)
- Applicant's Letter of Explanation (PDF)
- Public Comments in Support (PDF)
- Public Comments in Opposition (PDF)
- Protest Analysis Map (PDF)
- Sec. 2.4.7 - R-7.5 Single Family Residential 7.5 District (PDF)
- Council Presentation (PDF)
- Draft Planning and Zoning Commission Minutes (PDF)

**CURRENT YEAR FINANCIAL IMPACT:**

NONE

**REVISION INFORMATION:**

Prepared: 7/8/2024 08:53 AM by Kenneth Bloom
Last Updated: 7/21/2024 05:00 PM by Kenneth Bloom
ZONING CASE NO. 2024-201-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 JACKSON TERRACE 2 ADDITION, LOCATED AT 1618 BRIARWOOD LANE FROM R-7.5 “SINGLE-FAMILY RESIDENTIAL 7.5” TO S-P-2 (R-7.5) “GENERALIZED SITE PLAN – SINGLE-FAMILY RESIDENTIAL 7.5”; 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 July 1, 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 2024-201-ZC, changing the zoning classification of certain property located at 1618 Briarwood Lane, described in Exhibit A attached hereto, from R-7.5 “Single-Family Residential 7.5” to S-P-2 (R-7.5) “Generalized Site Plan – Single-family Residential 7.5”.

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 8.4.1 of the City of Irving Unified Development Code (Corner Lots), to wit: a decrease to the minimum side yard setback on a corner lot by allowing a minimum setback for thirteen (13) feet from the side yard setback adjacent to a street.

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: 2024-201-ZC – S-P-2 FOR (R-7.5)

Lot 1, Block E,
Jackson Terrace 2 Addition
Add the following to the site plan:

General Notes:

1. All uses permitted by Chapter 2.4.7 will be allowed and all requirements of Chapter 2.4.7, R-7.5 Single Family District of the Unified Development Code and any other applicable requirements of the Unified Development Code will be complied with, except:
   a) Variance of seven (7) feet from the side yard setback adjacent to a street.
   Per UDC 8.4.1 "Corner Lots":
   Required: 20 feet
   Proposed: 13 feet
2. All new utilities will be installed underground.
3. All fences, signs lighting, luminaries, and exterior auditory speakers will comply with the City of Irving Ordinances.
4. All surface material to meet the minimum standards of the City of Irving.
5. The purpose of this request is to allow a carport to encroach into the front yard setback.

Existing Zoning: R-7.5 "Single-family Residential 7.5"

Proposed Zoning: S-P-2 (R-7.5) "Generalized Site Plan – Single-family Residential 7.5" with a variance to side yard setback adjacent to a street

Owner/Applicant info
Barbara Berryman
1618 Brianwood Ln.
Irving, TX
City of Irving
Vicinity Map
Zoning Case
No: 2024-201-ZC

Date: Wednesday, June 12, 2024

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Date: Wednesday, June 12, 2024

City of Irving
Aerial View Map
No: 2024-201-ZC

Packet Pg. 935
Surrounding Zoning Map
Zoning Case
No: 2024-201-ZC
City of Irving

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Date: Wednesday, June 12, 2024

1:2,400

100 0 100 100

Feet
City of Irving
Notification Map
Zoning Case
No: 2024-201-ZC

Date: Wednesday, June 12, 2024

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Property Under Consideration
200 Ft Notification Boundary

City of Irving
Notification Map
Zoning Case
No: 2024-201-ZC

Date: Wednesday, June 12, 2024

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<td>PENA SANTIAGO &amp; OLIVIA</td>
<td>1613</td>
<td></td>
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<td>LN</td>
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<td>28</td>
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<td>1618</td>
<td></td>
<td>BELMEAD</td>
<td>LN</td>
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<td>29</td>
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<td>W</td>
<td>GRAUWYLER</td>
<td>RD</td>
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<td>YANKEY JAMES R</td>
<td>1606</td>
<td></td>
<td>BELMEAD</td>
<td>LN</td>
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</tbody>
</table>

**City of Irving**

**Notification List**

**Zoning Case No: 2024-201-ZC**
Meet the Berryman’s,

They are model citizens, and keep their home immaculate. I want them for neighbors.
The Berryman’s originally reached out to me because their flat roof was leaking as it had over the years, and they were wanting to put a pitch roof over it and eliminate the problems that can come with a flat roof.
I had put them on my waiting list, prior to time to address the roof during the hot summer last year, their home took a hard shift. (photos to follow)
At this point I recommended that they let me tear down half of the garage and repour 2nd stall of the garage as I felt that it was not doweled in to the 1st stall proper and possibly lacking a beam under the 2nd stall slab. At this time, we would put a pitch roof on too. As part of this improvement, the homeowner requested to extend the garage an additional 4' toward the side street to allow them some storage space in addition to parking their vehicles in the garage.

I applied to the city for permit to make these changes. The permit was denied and I was referred to the P and Z department.
I have attached some photos of their home when they bought it some 40+/- years ago.
The 2nd stall has been on their home for as long as they have owned it.

Our request is that they are allowed to keep their 2nd stall and renovate it adding the additional 4’ to it as drawn. (attached)

It does not appear that it would affect the corner view as most fence lines come out much further.

I am hopeful that approval is granted and I am allowed to work with the Berryman’s to make their home sound and add more beauty to the exterior.

Thank you for your consideration.
PUBLIC COMMENT FORM
(2024-201-ZC – 1618 Briarwood Ln.)
*** Please type or use black ink ***

Planning Department
PO Box 152288
Irving, Texas 75015-2288

or planning@cityofirving.org

X I am FOR Zoning Case 2024-201-ZC as explained on the attached public notice.

_____ I am AGAINST Zoning Case 2024-201-ZC as explained on the attached public notice.

Date, Location & Time of:
PLANNING & ZONING
COMMISSION MEETING: Monday, July 1, 2024, 7:00 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, August 1, 2024, 7:00 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: GREGORY P. MCCARTHY
(please print)
Address: 1709 BRIARWOOD LANE

Tax Account (DCAD) Number
(if shown on enclosed map):

Signature: 07/01/2024
Date: 972-339-0391
Phone (optional):

Please provide comments explaining the reasons for your support or opposition:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

GG
PUBLIC COMMENT FORM
(2024-201-ZC – 1618 Briarwood Ln.)
***Please type or use black ink***

Planning Department
PO Box 152288
Irving, Texas 75015-2288

or
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City Hall, 825 W. Irving Blvd., Irving, Texas

CITY COUNCIL MEETING: Thursday, August 1, 2024, 7:00 p.m.
City Hall, 825 W. Irving Blvd., Irving, Texas

Name: MARIO CARCAMO

Address: 1701 BRIARWOOD LN

IRVING TX 75061

Tax Account (DCAD) Number (if shown on enclosed map):

Signature: ____________________________

Date: 6-28-24

Phone (optional): MARIO CARCAMO

Please provide comments explaining the reasons for your support or opposition:

__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

GG
City of Irving
Protest Analysis Map
Zoning Case
No. 2024-201-ZC

Total Area within 200'
(Excluding Subject Parcel) = 4.7194 AC
Total Area Protesting = 0.3579 AC
Percentage of Area Protesting = 7.58%
2.4.7 Single-family Residential 7.5 (R-7.5).

In a R-7.5 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 nonprofit 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 dwelling, 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. When any of the foregoing permitted accessory uses are detached from the principal single-family dwelling, said use shall be located not less than fifty (50) 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 (see Section 8.4.2, Established Front Yard, as applicable)
2) Depth of rear yard: 20 feet
3) Width of side yard: 5 feet (see Section 8.4.1, Corner Lots, as applicable)
4) Width of lot: 60 feet
5) Depth of lot: 100 feet
6) Land area per dwelling unit: 7,500 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
Zoning Case 2024-201-ZC

- **1618 Briarwood Ln.**
- **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 a **variance to side yard setback adjacent to a street**
- **Staff Finding:** No undue hardship
- **P&Z Recommendation:** Approval 8-0
- **Public Comment Forms:** One (1) in support and one (1) in opposition (7.58%)
8.4.1 - Corner Lots.

On corner lots, the side yard on the street side shall be the same as requirement for the front, except on corner lots adjacent to a segment of a side street upon which no property fronts, said segment being defined as that portion of a street between one street intersection and the next, the minimum side yard shall be twenty (20) feet or the same as the depth of front building setback, whichever is less. This regulation shall not be so interpreted as to reduce the buildable width of a corner lot of record at the time of passage of this ordinance to less than twenty (20) feet.
<table>
<thead>
<tr>
<th>Requirement</th>
<th>Current Ordinance</th>
<th>Existing Encroachment</th>
<th>Request (Variance)</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Minimum side yard setback adjacent to a street shall be the same as the front building setback or 20 ft., whichever is less</td>
<td>17 ft. setback</td>
<td>13 ft. setback (7 ft. variance)</td>
</tr>
</tbody>
</table>

Diagram: A floor plan of a property labeled 1618 Briarwood Lane. The diagram shows a main dwelling area, a garage (proposed expansion area), and a covered wood deck. A measurement of 13' is circled.
Subject Property
East of Subject Property
West of Subject Property
North of Subject Property
<table>
<thead>
<tr>
<th>Requirement</th>
<th>Current Ordinance</th>
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![Diagram of Briarwood Lane with setback measurements]

**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 a variance to side yard setback adjacent to a street

Chair Skinner read the item into the record. He then called on the applicant.

Christa Lively, 913 N. Ector, representing the owners. While they were waiting for her to proceed with the work for their leaking garage, their garage cracked and the back wall dropped. They decided that they needed to tear that section of the garage down and make everything structurally sound. When they came to the City to pull permits, they were advised that the second part of the garage was over the setback line. When the Berryman’s purchased this home, this second part already existed. Their request is that the site be approved as-is with the additional four feet to rebuild properly.

Commissioner Lightfoot asked if they would be adding to the driveway.

Ms. Lively stated that they will not.

Chair Skinner asked how it would affect the fence on the west side of the property.

Ms. Lively stated the fence would still exist, just a smaller area would be covered.

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 Myrick moved to forward Zoning Case #2024-201-ZC to the City Council with a recommendation of approval. Commissioner Vigliante seconded the motion. There was no discussion of the motion. The motion carried unanimously.

**Ayes:** Joshua Skinner, Terry Prichard, Debbi Haacke, Priscilla Vigliante, April Myrick, Alicia Reyes, Ricky Lightfoot, Gerald Sanguino

**Absent:** Daniel Denny

Discussion Time: 4 minutes