



CITY OF GRAND PRAIRIE

City Hall
300 W. Main Street
Grand Prairie, Texas

Meeting Agenda City Council Meeting

Tuesday, June 18, 2024

4:30 PM

City Hall - Briefing Room

The meeting will be held at City Hall, 300 W. Main St, Grand Prairie, Texas, and the Mayor or presiding member will be physically present. Council members may be participating remotely via video conference.

CALL TO ORDER

STAFF PRESENTATIONS

- [1.](#) Lake Ridge Community Project Outreach Process
- [2.](#) Advertising Opportunity for EpicCentral and Downtown

AGENDA REVIEW

EXECUTIVE SESSION

The City Council may conduct a closed session pursuant to Chapter 551, Subchapter D of the Government Code, V.T.C.A., to discuss any of the following:

- (1) Section 551.071 "Consultation with Attorney"*
- (2) Section 551.072 "Deliberation Regarding Real Property"*
- (3) Section 551.074 "Personnel Matters"*
- (4) Section 551.076 "Deliberation regarding security devices or security audits; closed meeting."*
- (5) Section 551.087 "Deliberations Regarding Economic Development Negotiations."*

City Council also reserves the right to discuss any agenda item in closed session when authorized by the above referenced provisions. Any final action will be taken during open session.

RECESS MEETING

6:30 PM Council Chambers

RECONVENE MEETING

Invocation led by Pastor Tony McGuire, II of McIntosh Chapel CME Church.

Pledge of Allegiance to the US Flag and Texas Flag led by Mayor Pro Tem Clemson.

CONSENT AGENDA

The full agenda has been posted on the city's website, www.gptx.org, for those who may want to view this agenda in more detail. Citizens may speak for five minutes on any item on the agenda by completing and submitting a speaker card.

- [3.](#) Minutes of the June 4, 2024, City Council Meeting
- [4.](#) Contract with Texas Monthly LLC for Advertising Services for Program Sponsorship, Event Support, and Media Purchase Agreement for EpicCentral in the amount of \$129,628 for Year 1, \$839,522 for Year 2, \$713,053 for year 3, and \$117,767 for year 4 for a total amount not to exceed \$1,799,970; with the option to terminate the agreement effective September 30, 2025
- [5.](#) Reject all Bids from RFB#24107 for Location Intelligence Software Platform
- [6.](#) Change Order #3 in the amount of \$60,000 to add additional funds for general staffing to the annual contract with Ad A Staff for a total cost of \$1,565,000 (Reviewed by the Finance & Government Committee on 06/04/2025)
- [7.](#) Grand Prairie Sports Facilities Development Corporation, Appointment of President of Board of Directors
- [8.](#) Change Order No. 1 in the amount of \$6,900 to add additional contract hours and funding to the Personal Services annual contract with Kathleen Mercer. The original contracted amount totaled \$50,000 for Business Operations and Financial Consultant Services for the Epic Central Development. The change order will result in a total project cost of \$56,900 (Reviewed by the Finance and Government Committee on 06/04/2024)
- [9.](#) Purchase of Radio Management Hosted Solutions from Motorola Solutions Inc. in the amount of \$110,533.00 (Reviewed by the Public, Safety, Health & Environment Committee on 06/03/2024)
- [10.](#) Annual Contract for products, services, and support of the City's telephone system from Lantana Communications in the amount of \$58,050.00 annually through a Master Cooperative with Choice Partners. This contract will be for one year with the option to renew for 2 additional one-year periods, allowing an increase not to exceed 5% annually with an estimated total of \$183,002.63 if all extensions are exercised (Reviewed by Finance and Government Committee on 06/04/2024)
- [11.](#) Annual Contract with Solid Border Inc. for Barracuda Networks Inc. Email Protection Premium Plus software in the estimated amount of \$182,319.60 annually through a National Interlocal Agreement with DIR-TSO-4365. This contract will be for one year, with the option to renew for four additional one-year periods, allowing an increase not to exceed 10% with an estimated total of \$1,113,079.39 if all extensions are exercised (Reviewed by the Finance and Government Committee on 06/04/2024)
- [12.](#) Annual Contract for Avaya phone system software subscription licensing from Lantana Communications in the amount of \$126,916.00 annually through a Master Cooperative Agreement with DIR. This contract will be for one year with the option to renew for 2 additional one-year periods, allowing an increase not to exceed 5% annually with an estimated

total of \$400,102.69 if all extensions are exercised (Reviewed by Finance and Government Committee on 06/04/2024)

13. Award a contract for roof replacement at Fire Station #1 from Garland/DBS Inc for \$556,430 through a Master Cooperative Agreement with OMNIA Partners (Reviewed by the Finance and Government Committee on 06/04/2024)
14. Award a contract for roof surface reconditioning at The Summit from Garland/DBS Inc for \$674,048 through a Master Cooperative Agreement with OMNIA Partners (Reviewed by the Finance and Government Committee on 06/04/2024)
15. Annual contract for fire alarm monitoring and repair services from Pye Barker through a Cooperative Agreement with The Interlocal Purchasing System (TIPS). This contract will be for one year (up to \$230,000 annually) with the option to renew for four additional one-year periods, totaling \$1,150,000 if all extensions are exercised (Reviewed by the Finance and Government Committee on 06/04/2024)
16. Purchase of a generator for the Emergency Operations Center (EOC) from Holt Cat through a Master Cooperative Agreement with Sourcewell. This is a one-time purchase in the amount of \$478,628.26 with a contingency of \$47,862.83 totaling \$526,491.09 (Reviewed by the Finance & Government Committee on 06/04/2024)
17. Annual contract with Sole Source vendor OTL, Inc. for preventative and recurring maintenance of (\$92,472), feature stock inventory replacement (\$32,274), and expandable programming (\$90,000) for the Illuvia Water Fountain and show at Epic Central. This contract will be for one year, totaling \$214,746, with the option to renew for four additional one-year periods, for a total cost of \$1,102,302 (Reviewed by the Finance & Government Committee on 06/04/2024)
18. Construction contract with Cole Construction, Inc. for National Fitness Campaign (NFC) Courts construction in the amount of \$586,855.38 plus a 10% contingency in the amount of \$58,685.00 for a total project cost of \$645,540.38 (Reviewed by Finance and Government Committee on 06/04/2024)
19. Consent to sublease agreement between Lynn Creek SMI, Inc, LLC/Lynn Creek SMI Series LLC and BJG Lynn Creek LLC, Inc for construction of improvements and operation of the golf range at Lynn Creek Marina, subject to approval by the United States Army Corp of Engineers (Reviewed by the Finance and Government Committee on 06/04/2024)
20. Resolution Authorizing Entering into a Payment Agreement with Grand Prairie Housing Finance Corporation (HFC). HFC will contribute annual payments in an amount equal to thirty-five percent (35%) of the annual Ground Lease payments to compensate the City for on-going City services provided to the NeuRock of Westchester Apartments and to be constructed on the property described on Exhibit A attached hereto (the "Property") specifically located at 605 W. Westchester Parkway, Grand Prairie, Texas 75052. The property will be exempt from local and ad-valorem taxation pursuant to Chapter 394 of the Texas Local Government Code
21. Resolution Authorizing Entering into a Payment Agreement with Grand Prairie Housing Finance Corporation (HFC). HFC will contribute annual payments in an amount equal to thirty-five percent (35%) of the annual Ground Lease payments to compensate the City for on-going City services provided to the Hill Street Apartments located at 1610 Hill Street, Grand Prairie,

Texas 75050. The property will be exempt from local and ad-valorem taxation pursuant to Chapter 394 of the Texas Local Government Code

22. Resolution to Authorize improvements to the Grand Prairie Municipal Airport by the Texas Department of Transportation for the construction of the south service road reconstruction and widening project and authorize the City Manager to execute appropriate grants for construction (Reviewed by the Public Safety, Health, and Environmental Committee on 06/03/2024)
23. Ordinance amending the FY 2023/2024 Operating Budget for the Tree Preservation Fund permitting the Cemetery to utilize \$6,300 for the purchase of protected canopy trees to be installed at the Grand Prairie Memorial Gardens Cemetery (Reviewed by Finance and Government Committee on 06/04/2024)
24. Ordinance amending the FY 2023/2024 Operating Budget for the Golf Fund for the purchase of (2) Toro Workman HDX Utility Vehicles (\$34,515.50 each) for the Prairie Lakes Golf Course and Tangle Ridge Golf Course, totaling \$69,031 (Reviewed by the Finance & Government Committee on 06/04/2024)
25. Ordinance Adopting the Annexation of Certain Territory Located in the Extraterritorial Jurisdiction of the City of Grand Prairie, Texas, to Wit: Being approximately 1432.123 Acre Tract of Land in Ellis County, Texas and Being More Particularly Described and Graphically Depicted in Exhibit “A”, Such Tract is Generally Located South of 287 Including Land Situated in the J. Stewart Survey, Abstract No. 961, Cuadrilla Irrigation Co. Survey, Abstract No 262, R. Wyatt Survey, Abstract No. 1280, B. Canfield Survey, Abstract No. 197, L. Kelsey Survey Abstract No. 593, and All Adjacent Rights-of-way into the City of Grand Prairie, Texas; Providing for Incorporation of Premises, Amending of the Official City Map, and Acknowledging a Service Plan; Requiring the Filing of this Ordinance with the County Clerk; Prescribing for Effect on Territory, Granting as Appropriate to All the Inhabitants of Said Property All the Rights and Privileges of Other Citizens and Binding Said Inhabitants by All of the Acts, Ordinances, Resolutions, and Regulations of the City of Grand Prairie, Texas; Providing Cumulative Repealer, Severability, and Savings Clauses; Providing for Engrossment and Enrollment; and Providing an Effective Date
26. Ordinance Adopting the Annexation of Certain Territory Located in the Extraterritorial Jurisdiction of the City of Grand Prairie, Texas, to Wit: Being approximately 5.730 Acre Tract of Land in Ellis County, Texas and Being More Particularly Described and Graphically Depicted in Exhibit “A”, Such Tract is Generally Described as 262 Cuad Irr. Co; 1280 R M Wyatt and Identified by Ellis County Appraisal District Property ID 261510 and All Adjacent Rights-of-way into the City of Grand Prairie, Texas; Providing for Incorporation of Premises, Amending of the Official City Map, and Acknowledging a Service Plan; Requiring the Filing of this Ordinance with the County Clerk; Prescribing for Effect on Territory, Granting as Appropriate to All the Inhabitants of Said Property All the Rights and Privileges of Other Citizens and Binding Said Inhabitants by All of the Acts, Ordinances, Resolutions, and Regulations of the City of Grand Prairie, Texas; Providing Cumulative Repealer, Severability, and Savings Clauses; Providing for Engrossment and Enrollment; and Providing an Effective Date

27. Ordinance Adopting the Annexation of Certain Territory Located in the Extraterritorial Jurisdiction of the City of Grand Prairie, Texas, to Wit: Being approximately 140.030 Acre Tract of Land in Ellis County, Texas and Being More Particularly Described and Graphically Depicted in Exhibit “A”, Such Tract is Generally Located South of 287 and East of Ellis County Parcel ID 261510 Including Land Situated in the Cuadrilla Irrigation Co. Survey, Abstract No 262, the R. Wyatt Survey, Abstract No. 1280, and All Adjacent Rights-of-way into the City of Grand Prairie, Texas; Providing for Incorporation of Premises, Amending of the Official City Map, and Acknowledging a Service Plan; Requiring the Filing of this Ordinance with the County Clerk; Prescribing for Effect on Territory, Granting as Appropriate to All the Inhabitants of Said Property All the Rights and Privileges of Other Citizens and Binding Said Inhabitants by All of the Acts, Ordinances, Resolutions, and Regulations of the City of Grand Prairie, Texas; Providing Cumulative Repealer, Severability, and Savings Clauses; Providing for Engrossment and Enrollment; and Providing an Effective Date

ITEMS FOR INDIVIDUAL CONSIDERATION

28. Public Hearing and Ordinance approving the Program Year 2024 Community Development Block Grant (CDBG) and HOME Budgets (Reviewed by the Finance and Government Committee on 06/04/2024)

PUBLIC HEARING ZONING APPLICATIONS

29. ZON-24-03-0008 - Zoning Change/Concept Plan. Zoning Change creating a Planned Development District for Light Industrial including Data Center uses. 1,430.794 acres generally located west of HWY 287, south of Prairie Ridge Blvd, Parcel IDs 190600, 181262, 261509, 261512, 193077, 179637, 291089, 277740, 179561, 179552, 186391, 242136, City of Grand Prairie Extraterritorial Jurisdiction, Ellis County, Texas (On April 22, 2024, the Planning and Zoning Commission recommended approval by a vote of 7-0)
30. ZON-24-03-0007 - Zoning Change/Concept Plan – Goodland Mixed Use. Zone Change creating a Planned Development District for Residential, Mixed-Use, Open Space, and Data Center uses. 309.794 acres located west of HWY 287, north and south of Prairie Ridge Blvd, partially zoned Agriculture, Parcel IDs 284558, 190585, 245944, 290818, 190600, 190602, 190596, City of Grand Prairie and City of Grand Prairie Extraterritorial Jurisdiction, Ellis County, Texas (On April 22, 2024, The Planning and Zoning Commission recommended approval by a vote of 7-0)

CITIZEN COMMENTS

Citizens may speak during Citizen Comments for up to five minutes on any item not on the agenda by completing and submitting a speaker card. The views expressed during Citizen Comments are the views of the speaker, and not the City of Grand Prairie or City Council. Council Members are not able to respond to Citizen Comments under state law.

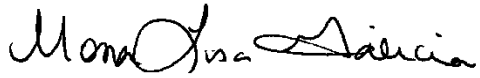
ADJOURNMENT

For those who wish to submit a presentation to the City Council for consideration, please submit those to GPCitySecretary@gptx.org no later than 3:00 p.m. on the day of the meeting, or you may bring paper

copies of your presentation and submit along with your completed speaker card to the clerk's desk at the time of your arrival.

Certification

In accordance with Chapter 551, Subchapter C of the Government Code, V.T.C.A, the City Council meeting agenda was prepared and posted June 14, 2024.



Mona Lisa Galicia, City Secretary

The Grand Prairie City Hall is accessible to people with disabilities. If you need assistance in participating in this meeting due to a disability as defined under the ADA, please call 972-237-8035 or email GPCitySecretary@gptx.org at least three (3) business days prior to the scheduled meeting to request an accommodation.



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 06/18/2024

PRESENTER: Deputy City Manager Megan Mahan and KAI Design

TITLE: Lake Ridge Community Project Outreach Process

**REVIEWING
COMMITTEE:**



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 06/18/2024

PRESENTER: Communications and Marketing Director Claudia Garibay

TITLE: Advertising Opportunity for EpicCentral and Downtown

**REVIEWING
COMMITTEE:**



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 06/18/2024

PRESENTER: Mona Lisa Galicia, City Secretary

TITLE: Minutes of the June 4, 2024, City Council Meeting

REVIEWING COMMITTEE:

SUMMARY:

<i>Department:</i>	City Secretary's Office
<i>Recommended Action:</i>	Approve



CITY OF GRAND PRAIRIE

City Hall
300 W. Main Street
Grand Prairie, Texas

MINUTES

City Council Meeting

Tuesday, June 04, 2024

4:30 PM

City Hall - Briefing Room

CALL TO ORDER

Mayor Jensen called the meeting to order at 4:30 p.m.

PRESENT

Mayor Ron Jensen

Mayor Pro Tem Jorja Clemson

Deputy Mayor Pro Tem Junior Ezeonu

Council Member District 2 Jacquin Headen

Council Member District 3 Mike Del Bosque

Council Member District 4 John Lopez (absent from Agenda Review – present at regular 6:30 p.m. meeting)

Council Member District 5 Tony Shotwell

Council Member At Large Place 7 Bessye Adams

ABSENT

Council Member District 6 Kurt Johnson

STAFF PRESENTATIONS

1. Land Use Assumptions (LUA), Capital Improvement Plan (CIP), Water and Wastewater Impact Fee Process Overview

Andrew Franko, PE, Associate of Freese and Nichols, Inc. presented this item to the Council noting options for funding Capital Improvement Projects, with “Growth paying for Growth”, and new development should pay for the cost of public infrastructure required to serve it; also presented was what can impact fees pay for, and the process for Land Use Assumptions, Capital Improvement Plan and Impact Fee. Mr. Franko noted a timeline of next steps with dates.

Council Member Adams asked what the Capital Improvement Advisory Committee (CIAC) is comprised of. Mr. Franko said it is comprised of Planning and Zoning Board Members, Ad hoc Members and there are members from the real estate community that are required to be on this committee. Mayor Jensen said the city has been charging impact fees for as long as he can remember, and other cities have started to charge impact fees to help with their city’s growth, and added we are taking a deeper dive than before. Council Member Adams said if the impact fees will cover growth, how will the fee structure and water rates be to not impact the users. Mayor said the heavy users will pay their fair share. Council Member Adams asked if Council would look at the proposed tiers. Mayor Jensen answered in the affirmative noting this would be discussed at the budget workshop.

PRESENTED

AGENDA REVIEW

Deputy Mayor Pro Tem Clemson asked if Council had any questions on Consent Agenda items five through twenty-four. Assistant City Attorney Tiffany Bull informed Council agenda items twenty-two through twenty-four, and related zoning agenda items thirty-four and thirty-five would need to be tabled to the June 18, 2024 Council meeting. Deputy Mayor Pro Tem Clemson asked the district number for agenda item thirteen. Transportation and Mobility Director Caryl DeVries noted the Dry Branch Channel Slope Reconstruction Project is in District One. Mayor Jensen said he submitted the proper paperwork to recuse himself from agenda item thirty-three.

EXECUTIVE SESSION

Mayor Jensen called a closed session pursuant to Chapter 551, Subchapter D of the Government Code, V.T.C.A., to discuss any of the following Section 551.071 “Consultation with Attorney” - City of Grand Prairie v. Babcorp 200, LTD et al, 342-338185-22, 342nd Judicial District Court, Tarrant County.”

RECESS MEETING

Mayor Jensen adjourned the closed meeting, opened the regular session and called a recess at 5:37 p.m.

6:30 PM Council Chambers

RECONVENE MEETING

Mayor Jensen called the regular meeting to order at 6:30 p.m.

Invocation led by Pastor Jose Luis Luna of Light & Restoration Worship Center.

Pledge of Allegiance to the US Flag and Texas Flag led by Council Member Headen.

PRESENTATIONS

2. Proclamation Acknowledging Juneteenth Day

Mayor Pro Tem Clemson read the proclamation, and Mayor Jensen presented it

3. Proclamation for National Gun Violence Awareness Day

Mayor Jensen read the proclamation.

Angela Luckey, 335 Gotland Drive, said Friday, June 7, 2024 from 11:00 a.m. to 1:00 p.m. the GP NAACP will be present at the Grand Prairie City Hall Liberty Bell honoring 1st Annual National Gun Violence Awareness Day.

David Kennedy, 321 Sondra Way, said free gun safety locks will be given out at the GP NAACP event on June 7, 2024.

PRESENTED

4. Recognition of Mayor Jensen and City Council for Support of Grand Prairie Host Family Lions Clubs and Grand Prairie Host Lions Clubs Members’ Autism Awareness Day Event

Grand Prairie Host Family Lions Club Members presented Mayor Jensen and City Council a medal for their support of Grand Prairie Host Family Lions Clubs and Grand Prairie Host Lions Clubs Members' Autism Awareness Day Event.

PRESENTED

CONSENT AGENDA

Mayor Pro Tem Clemson moved, seconded by Council Member Lopez to approve items five through twenty-one, table items twenty-two through twenty-four to the June 18, 2024 Council meeting. Motion carried unanimously.

5. Minutes of the May 15, 2024, Special City Council Meeting and May 21, 2024, City Council Meeting

Harold Willis, 538 Lindly, spoke in support of this item.

APPROVED

6. Ratification of AEG Presents Productions, LLC Booking Agreement for \$135,000.00 for Main Street Fest Talent Booking Services (Reviewed by the City Council Development Committee on 05/21/2024)

APPROVED

7. Grant license to Wal-Mart Real Estate Business Trust to allow construction of a redevelopment over City water line easements located at 2650 State highway 161 for a total fee of \$600.00 (Reviewed by the City Council Development Committee on 05/21/2024)

APPROVED

8. Contract Amendment #01 to professional engineering services contract with Halff Associates, Inc. in the amount of \$100,000.00 for the FY2024 Flood Study & Detention Review Assistance project (Reviewed by the City Council Development Committee on 05/21/2024)

APPROVED

9. Purchase of Manhole Rehabilitation Services from Southern Trenchless Solutions for \$145,763.25 through a national cooperative agreement with BuyBoard (Reviewed by the City Council Development Committee on 05/21/2024)

APPROVED

10. Construction contract with McMahon Contracting LP for the Day Miar Road from Ragland Road to Prairie Waters project in the contract amount of \$2,152,245.00 for the base bid, a 5% construction contingency in the amount of \$107,612.25, materials testing with TEAM Consultants for \$36,356.70, and in-house engineering in the amount of \$107,612.25 for a total construction project cost of \$2,403,826.20 (Reviewed by the City Council Development Committee on 05/21/2024)

APPROVED

11. Professional engineering services contract with Freese and Nichols, Inc. in the maximum amount of \$773,135.00 for the design of a 16” and 20” Water Line from Miller Road to Delivery Point A at US Highway 287 (Reviewed by the City Council Development Committee on 05/21/2024)

APPROVED

12. Purchase of Lakeridge Liftstation Cleaning and Rehabilitation Services from National Water Main Cleaning for \$591,613.85 through a national cooperative agreement with BuyBoard (Reviewed by the City Council Development Committee on 05/21/2024)

Harold Willis, 538 Lindly, spoke in support of this item.

APPROVED

13. Award construction contract to Klutz Construction, LLC for the Dry Branch Channel Slope Reconstruction Project in the amount not to exceed \$672,774.00 (Reviewed by the City Council Development Committee on 05/21/2024)

Kate Deremo, 4365 Ashley Lane, spoke in opposition of this item.

APPROVED

14. Professional service agreement with Kimley-Horn and Associates, Inc. to install Closed Circuit Television (CCTV) and arterial Dynamic Message Signs (DMS) along SH 161 frontages between IH 30 and W Pioneer Pkwy, and along W Jefferson St from NW 23rd St to SW 4th St in an amount not to exceed \$131,605 (Reviewed by the City Council Development Committee on 05/21/2024)

Harold Willis, 538 Lindly, spoke in support of this item.

APPROVED

15. Annual Contract for Ready Mix Concrete from Rembert Concrete & Construction up to \$1,021,000.00 annually. This contract will be for one year with the option to renew for four additional one-year periods totaling up to \$5,105,000.00 if all extensions are exercised. Award secondary to Legacy Ready Mix up to \$1,050,000.00 annually with the option to renew for four additional one-year periods totaling up to \$5,250,000.00 to be used only if the primary is unable to fulfill the needs of the city (Reviewed by the City Council Development Committee on 05/21/2024)

APPROVED

16. Construction contract with Florida Traffic Control Devices to furnish and install two traffic signals for the intersections of Arlington Webb Britton Road at England Parkway, and Bardin Road at Sgt. Greg L. Hunter Lane in the amount of \$1,240,958.98 (Reviewed by the City Council Development Committee on 05/21/2024)

Harold Willis, 538 Lindly, spoke in support of this item.

APPROVED

17. Peninsula PID Contract with American Underwater Services for Dredging of Pond 3C located on England Parkway at a Cost of \$1,982 per Box Removed with a \$2,500 Mobilization Fee for one year in an amount not to exceed \$71,870 in Peninsula PID (Council Districts 4 and 6) (Approved by the Peninsula PID Advisory Board on 5/20/2024)

APPROVED

18. Peninsula PID Contract with Cardinal Strategies for Pond 8 North and East Headwall Repairs for one year in the amount of \$80,459.26 in Peninsula PID (Council Districts 4 and 6) (Approved by the Peninsula PID Advisory Board on 5/20/2024)

APPROVED

19. Resolution authorizing amendment #2 to the Interlocal Agreement (ILA) between the City of Grand Prairie and Tarrant County, Texas for assistance in the reconstruction of Jefferson Street from SW 23rd Street to Great Southwest Parkway. This amendment will revise the renewal period and the language of the original ILA (Reviewed by the City Council Development Committee on 05/21/2024)

ADOPTED

RES 5412-2024

20. Ordinance amending the FY 2023/2024 Operating budget in the Airport Fund; Annual Contract for Aviation Fuel from AvFuel Corporation (up to \$1,300,000.00 annually). This Contract will be for one year with the option to renew for (4) Four additional one-year periods totaling \$6,500,000.00 if all extensions are exercised (Reviewed by the Public Safety, Health, and Environmental Committee on 05/13/2024)

ADOPTED

ORD 11549-2024

21. Ordinance amending FY2023/2024 Park Venue Fund and Parks CIP Fund budgets in the amount of \$197,000 for a professional design services contract with Dunaway Associates LLC. for Phase II A for Turner Park (Reviewed by the Finance and Government Committee on 05/07/2024)

Harold Willis, 538 Lindly, spoke in support of this item.

ADOPTED

ORD 11550-2024

22. Ordinance Adopting the Annexation of Certain Territory Located in the Extraterritorial Jurisdiction of the City of Grand Prairie, Texas, to Wit: Being approximately 1432.123 Acre Tract of Land in Ellis County, Texas and Being More Particularly Described and Graphically Depicted in Exhibit "A", Such Tract is Generally Located South of 287 Including Land Situated in the J. Stewart Survey, Abstract No. 961, Cuadrilla Irrigation Co. Survey, Abstract No 262, R. Wyatt Survey, Abstract No. 1280, B. Canfield Survey, Abstract No. 197, L. Kelsey Survey Abstract No. 593, and All Adjacent Rights-of-way into the City of Grand Prairie,

Texas; Providing for Incorporation of Premises, Amending of the Official City Map, and Acknowledging a Service Plan; Requiring the Filing of this Ordinance with the County Clerk; Prescribing for Effect on Territory, Granting as Appropriate to All the Inhabitants of Said Property All the Rights and Privileges of Other Citizens and Binding Said Inhabitants by All of the Acts, Ordinances, Resolutions, and Regulations of the City of Grand Prairie, Texas; Providing Cumulative Repealer, Severability, and Savings Clauses; Providing for Engrossment and Enrollment; and Providing an Effective Date

TABLED TO THE JUNE 18, 2024 CITY COUNCIL MEETING

23. Ordinance Adopting the Annexation of Certain Territory Located in the Extraterritorial Jurisdiction of the City of Grand Prairie, Texas, to Wit: Being approximately 5.730 Acre Tract of Land in Ellis County, Texas and Being More Particularly Described and Graphically Depicted in Exhibit “A”, Such Tract is Generally Described as 262 Cuad Irr. Co; 1280 R M Wyatt and Identified by Ellis County Appraisal District Property ID 261510 and All Adjacent Rights-of-way into the City of Grand Prairie, Texas; Providing for Incorporation of Premises, Amending of the Official City Map, and Acknowledging a Service Plan; Requiring the Filing of this Ordinance with the County Clerk; Prescribing for Effect on Territory, Granting as Appropriate to All the Inhabitants of Said Property All the Rights and Privileges of Other Citizens and Binding Said Inhabitants by All of the Acts, Ordinances, Resolutions, and Regulations of the City of Grand Prairie, Texas; Providing Cumulative Repealer, Severability, and Savings Clauses; Providing for Engrossment and Enrollment; and Providing an Effective Date

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24. Ordinance Adopting the Annexation of Certain Territory Located in the Extraterritorial Jurisdiction of the City of Grand Prairie, Texas, to Wit: Being approximately 140.030 Acre Tract of Land in Ellis County, Texas and Being More Particularly Described and Graphically Depicted in Exhibit “A”, Such Tract is Generally Located South of 287 and East of Ellis County Parcel ID 261510 Including Land Situated in the Cuadrilla Irrigation Co. Survey, Abstract No 262, the R. Wyatt Survey, Abstract No. 1280, and All Adjacent Rights-of-way into the City of Grand Prairie, Texas; Providing for Incorporation of Premises, Amending of the Official City Map, and Acknowledging a Service Plan; Requiring the Filing of this Ordinance with the County Clerk; Prescribing for Effect on Territory, Granting as Appropriate to All the Inhabitants of Said Property All the Rights and Privileges of Other Citizens and Binding Said Inhabitants by All of the Acts, Ordinances, Resolutions, and Regulations of the City of Grand Prairie, Texas; Providing Cumulative Repealer, Severability, and Savings Clauses; Providing for Engrossment and Enrollment; and Providing an Effective Date

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ITEMS FOR INDIVIDUAL CONSIDERATION

25. Appointments of Mayor Pro Tem and Deputy Mayor Pro Tem

Mayor Pro Tem Lopez thanked Mayor Jensen for allowing him to serve as Mayor Pro Tem. He then moved, seconded by Council Member Adams, to approve the appointment of Deputy

Mayor Pro Tem Clemson to serve as Mayor Pro Tem and Council Member Ezeonu to serve as Deputy Mayor Pro Tem. The motion carried unanimously.

26. Public Hearing and Standards of Care Ordinance for 2024 After School Program and Camps

Parks, Arts and Recreation Director Ray Cerda called the public hearing at 6:57 p.m. noting Section 42.041 (14) of the Texas Human Resources Code exempts youth programs operated by a municipality from child-care state licensing requirements. It also provides that in order for municipal youth programs to be exempted from state licensing requirements, the governing body of the municipality must annually adopt standards of care by ordinance after conducting a public hearing. Staff recommends that the standards of care set forth in Exhibit A of the presented ordinance be adopted by the City of Grand Prairie. Mayor Jensen said this a public hearing and additional speakers were noted. Mayor Pro Tem Clemson then moved, seconded by Deputy Mayor Pro Tem Ezeonu, to close the public hearing and adopt the ordinance as presented. The motion carried unanimously.

Harold Willis, 538 Lindly, spoke in support of this item.

Kate Deremo, 4365 Ashley Lane, spoke in opposition of this item.

ADOPTED

ORD 11551-2024

PLANNING AND ZONING FOR INDIVIDUAL CONSIDERATION

27. STP-24-04-0016 - Site Plan - Topgolf Grand Prairie (City Council District 2). Site Plan for an Amusement Services (Indoor) and Amusement Services (Outdoor) facility on 11.199 acres. A portion of Tract 2.2, William Reed Survey, Abstract No. 1193, City of Grand Prairie, Dallas County, Texas, zoned PD-436, within the SH 161 Corridor Overlay District, and approximately addressed as 1015 Ikea Place (On May 13, 2024, the Planning and Zoning Commission recommended approval by a vote of 7-0)

Chief City Planner Savannah Ware presented a request overview of this item including the site plan noting this is a Topgolf Facility with a golf driving range, full-service restaurant and indoor putting. Ms. Ware also mentioned the landscape plan meets landscaping standards, reviewed the Appendix F checklist noting it meets the requirements, discussed the variances, and further noted on May 13, 2024 the Planning and Zoning Commission recommended approval by a vote of 7-0 and The Development Review Committee (DRC) also recommends approval.

Scott Wetterling from Topgolf was present to answer any questions. Mayor Jensen said Council is glad Topgolf will have a location in Grand Prairie. Council Member Lopez asked the expected operating date. Mr. Wetterling said once they break ground it will take about 12 months to be operational. Council Member Headen said the renderings look good and asked if the Grand Prairie location will be different than the other Topgolf locations. Mr. Wetterling said the design is unique, 2 stories, 40 bays per floor and said Topgolf prides themselves in different prototypes for different markets. Mayor Jensen said he and former Council Member Swafford met with Topgolf many years ago and said now is the time to have Topgolf in Grand Prairie.

Harold Willis, 538 Lindly, spoke in support of this item.

Council Member Headen moved, seconded by Council member Adams, to approve this item per staff recommendations. The motion carried unanimously.

APPROVED

28. STP-24-02-0009 - Site Plan - Grand Prairie Car Wash (City Council District 1). Site Plan for a Car Wash (Full Service) on 1.0927 acres. Sites 39A & 43, GSID Addition, City of Grand Prairie, Tarrant County, Texas, zoned Light Industrial (LI), and addressed as 2406 & 2600 W Pioneer Pkwy (On May 13, 2024, the Planning and Zoning Commission recommended approval by a vote of 7-0)

Ms. Ware presented the request overview for this item including the site plan noting this is a 5,585 square foot car wash with retail space and waiting lounge, 35 parking spaces including vacuum stalls and two driveways – Pioneer Parkway and Great Southwest Parkway. Ms. Ware also presented the car wash plans and detail services, landscape plan, building elevation, and noted the applicant is not requesting any variances and said that on May 13, 2024, the Planning and Zoning Commission recommended approval by a vote of 7-0 and the Development Review Committee (DRC) recommends approval.

Mayor Pro Tem Clemson inquired on the cost of services. Ms. Ware reviewed the car wash plans and detail services price list. Armando Garcia, applicant, was present to answer any questions and expressed their excitement to be part of the Grand Prairie community and thanked the Planning Department for working with them on this process. Council Member Lopez said this is the start of our International Corridor and asked staff if this was shared with the applicant. Planning and Zoning Director Rashad Jackson said this location is in the western limits and said they asked the applicant to not construct the trail as this would be part of the International Corridor project. Mayor Pro Tem Clemson thanked the applicant for their efforts in beautifying this area. Mr. Garcia said the landscaping will have multiple layers, different species of grass that will blend well. Mayor Pro Tem Clemson inquired if they had other locations. Mr. Garcia said this would be their first location.

Mayor Pro Tem Clemson moved, seconded by Council Member Lopez to approve this item as presented. The motion carried unanimously.

APPROVED

PUBLIC HEARING ZONING APPLICATIONS

29. CPA-24-04-0005 - Comprehensive Plan Amendment - Dina Estates Townhomes (City Council District 5). Comprehensive Plan Amendment to change the Future Land Use Map from Commercial/Retail/Office to Medium Density Residential on 2.004 acres. A 2.004-acre tract of land out of the H. Bilsmirer Survey, Abstract No. 111, City of Grand Prairie, Dallas County, Texas, zoned Multi Family-One Residential District and addressed as 1050 & 1100 N Hwy 161 (On May 13, 2024, the Planning and Zoning Commission recommended approval by a vote of 7-0)

Ms. Ware informed Council she would be presenting items twenty-nine and thirty together, and discussed the Comprehensive Plan Amendment noting the future land use map designates this area as Commercial/Retail/Office; applicant is proposing to rezone the property, proposing to amend the Future Land Use Map (FLUM) designation to Medium Density Residential to align with the proposed zoning. Also presented was a map noting the existing zoning and requested zoning. Ms. Ware said staff is unable to support this request because it is inconsistent with the FLUM. However, staff notes that the townhouses are allowed per the existing zoning, further noting that the FLUM designation is not the zoning of the property, it is the recommended land use for future development per the City's comprehensive plan.

APPROVED

ORD 11552-2024

30. ZON-24-03-0009 - Zoning Change/Concept Plan - Dina Estates Townhomes (City Council District 5). Zoning Change from Multi-Family One (MF-1) to a Planned Development with a base zoning district of Single-Family Townhouse and a Concept Plan depicting 14 townhouses on 2.004 acres. A 2.004-acre tract of land out of the H. Bilsmirer Survey, Abstract No. 111, City of Grand Prairie, Dallas County, Texas, within the SH-161 Corridor Overlay District, zoned Multi Family-One Residential District and addressed as 1050 and 1100 N Hwy 161 (On May 13, 2024, the Planning and Zoning Commission recommended approval by a vote of 7-0)

Ms. Ware presented the request overview for this item, aerial view, concept plan, concept elevations at cul-de-sac, concept elevations at south of street, noting the applicant is requesting a variance to the minimum lot dept of 80 feet required by Unified Development Code (UDC) to allow a minimum lot depth of 52 feet for the four units along the southern property line. Ms. Ware mentioned 31 notices were sent to surrounding property owners, one letter of opposition was received, and on May 13, 2024, the Planning and Zoning Commission recommended approval by a vote of 7-0 and the Development Review Committee (DRC) recommends approval, as the proposed development is consistent with the existing zoning.

Tommy Vilbig, civil engineer on the project was present to answer any questions. Council Member Shotwell inquired on the alley for this subdivision and if property owners will have access. Mr. Vilbig said there is a 15-foot alley separating this subdivision from the existing homes; and the alley will be accessible to the subdivision residents and emergency vehicles. Council Member Shotwell said the property owners of the existing homes use this alley for access to their garage. Mr. Jackson said that this is a public alley. Mr. Vilbig said the alley will always be open.

Deputy Mayor Pro Tem Ezeonu inquired on the price range of the townhomes. Mr. Vilbig said the townhomes are \$400,000 and all will be 2,000 square feet and up. Mayor Pro Tem Clemson asked to see the renderings again. Mr. Vilbig said additional screening and landscaping requirements will be met.

Council Member Adams inquired on the opposition received. Mr. Jackson said the opposition received did not want any new development near their home.

Deputy Mayor Pro Tem Ezeonu asked staff if they can negotiate on the look of the townhomes. Ms. Ware said we have some design recommendations and require some variances. Mr. Jackson said this is a zoning change and allowed by right. Mayor Jensen

adding it's a zoning change, if we deny it, it could force us to get what we don't want. Mayor Jensen said he does not like it as presented as it has no color. Mr. Vilbig said these will all be deeded individual townhomes, and they will have to meet Home Owners Association (HOA) standards including color. Council Member Del Bosque mentioned there are townhomes at SH 161 and I20, the aesthetics are very nice and asks the applicant to consider doing something similar at this location. Council Member Shotwell said he is concerned there will be a traffic issue in the alley with the residents of the townhomes and the property owners of the existing homes and said he would personally like this to be looked at further.

Council Member Shotwell moved, seconded by Mayor Jensen to close the public hearing and approve item twenty-nine as presented. The motion carried unanimously.

Council Member Shotwell moved to close the public hearing and to deny item thirty, motion died for lack of a second.

Motion made by Mayor Jensen, seconded by Council Member District 3 Del Bosque, to close the public hearing and approve this item. Voting Yea: Mayor Jensen, Mayor Pro Tem Clemson, Deputy Mayor Pro Tem Ezeonu, Council Member District 2 Headen, Council Member District 3 Del Bosque, City Council Member District 4 Lopez, Council Member At Large Place 7 Adams. Voting Nay: Council Member District 5 Shotwell. The motion carried 7-1.

ADOPTED

ORD 11553-2024

31. SUP-24-03-0012 - Specific Use Permit/Site Plan - RBFCU Bank (City Council District 2). Specific Use Permit/Site Plan for a Bank with a Drive-Through on 0.955 acres. Lot 10, Block A, Epic East Towne Crossing Phase 2, City of Grand Prairie, Dallas County, zoned Planned Development (PD-364), within the SH-161 Corridor Overlay, and addressed as 3162 S Hwy 161 (On May 13, 2024, the Planning and Zoning Commission recommended approval by a vote of 7-0)

Ms. Ware presented the request overview for this item including the site plan noting it is a 3,856 square foot detached drive-thru bank meeting the parking, landscape plan and screening requirements and reviewed the Appendix F checklist. Ms. Ware said that on May 13, 2024, the Planning and Zoning Commission recommended approval by a vote of 7-0, and the Development Review Committee (DRC) recommends approval.

Kristin Haas, Chris Walton and John Weber were present to answer any questions. Mayor Jensen said the RBFCU Bank will be the first in the City of Grand Prairie. Mr. Weber noted the specialty of the bank. Council Member Headen said she was hoping to see more retail at this location and asked Mr. Weber if he has inquired for more retail to come to this area. Mr. Weber said he has 5 prime lots, quality tenants and working aggressively to bring good businesses to this area.

Kate Deremo, 4365 Ashley Lane, spoke in opposition of this item.

Council Member Headen moved, seconded by Deputy Mayor Pro Tem Ezeonu, to close the public hearing and to approve this item as presented. The motion carried unanimously.

ADOPTED**ORD 11554-2024**

32. SUP-24-03-0015 - Specific Use Permit - 2818 E Main St (City Council District 5). Specific Use Permit for Auto Dealer (Internet Only) and Auto Repair (Minor) at 2818 E Main St. Lot 107, Burbank Gardens Addition, City of Grand Prairie, Dallas County, Texas, zoned Commercial (C), and addressed as 2818 E Main St (On May 13, 2024, the Planning and Zoning Commission recommended approval with conditions by a vote of 7-0)

Ms. Ware presented the request overview for this item noting the operations is cars will be purchased from auction and brought to the site for minor auto repairs and indoor storage. Minor auto repairs will consist of alternator, starter, water pump, fan belt, hoses, brakes and computer diagnostics with the hours of operation of Monday through Saturday, 10am to 6pm, to include being an Auto Dealer, Internet Only. The applicant is not requesting any variances. Ms. Ware said that on May 13, 2024, the Planning and Zoning Commission recommended approval with conditions by a vote of 7-0 and the Development Review Committee (DRC) recommends approval with the following conditions: any outdoor display of cars for sale or car inventory are prohibited, the business shall obtain a Certificate of Occupancy and Auto Related permit and a dumpster enclosure shall be provided per Environmental Services requirements.

Kiarash Gharbani was present to answer any questions. Council Member asked if the minor repairs would be done inside the building. Mr. Gharbani answered in the affirmative. Council Member Shotwell said this property is located between two zoned car lots and this type of business makes sense in this area and thanked staff for working with the applicant.

Council Member Shotwell moved, seconded by Mayor Pro Tem Clemson to close the public hearing and to approve this item with the conditions previously mentioned. The motion carried unanimously.

ADOPTED**ORD 11555-2024**

33. SUP-24-04-0016 - Specific Use Permit Review - Cornhole at 1825 Galveston (City Council District 1). Review SUP No. 1148, a Specific Use Permit for Amusement Services (Indoor) authorizing a Cornhole facility, for compliance with SUP conditions, and modify, renew, or revoke if deemed appropriate based upon the review. Lots 4-7, Block 103, Dalworth Park Addition, City of Grand Prairie, Dallas County, Texas, zoned Commercial, and addressed as 1825 Galveston St (On May 13, 2024, the Planning and Zoning Commission recommended renewal of the SUP by a vote of 7-0)

Mayor Jensen and Council Member Shotwell recuse themselves for this item. Ms. Ware presented the request overview for this item noting the operations are in compliance with Specific Use Permit conditions and all other rules/regulations. There are no violations to report. Ms. Ware said that on May 13, 2024, the Planning and Zoning Commission recommended renewal of the Specific Use Permit by a vote of 7-0 and since operations are in

compliance with the Specific Use Permit, the Development Review Committee (DRC) recommends renewal of the Specific Use Permit.

Mayor Pro Tem Clemson said good news there are no violations and has heard no complaints. Council Member Lopez moved, seconded by Council Member Adams to close the public hearing and to approve this item as presented. The motion carried unanimously.

ADOPTED

ORD 11556-2024

34. ZON-24-03-0008 - Zoning Change/Concept Plan. Zoning Change creating a Planned Development District for Light Industrial including Data Center uses. 1,430.794 acres generally located west of HWY 287, south of Prairie Ridge Blvd, Parcel IDs 190600, 181262, 261509, 261512, 193077, 179637, 291089, 277740, 179561, 179552, 186391, 242136, City of Grand Prairie Extraterritorial Jurisdiction, Ellis County, Texas (On April 22, 2024, the Planning and Zoning Commission recommended approval by a vote of 7-0)

TABLED TO THE JUNE 18, 2024 CITY COUNCIL MEETING

35. ZON-24-03-0007 - Zoning Change/Concept Plan – Goodland Mixed Use. Zone Change creating a Planned Development District for Residential, Mixed-Use, Open Space, and Data Center uses. 309.794 acres located west of HWY 287, north and south of Prairie Ridge Blvd, partially zoned Agriculture, Parcel IDs 284558, 190585, 245944, 290818, 190600, 190602, 190596, City of Grand Prairie and City of Grand Prairie Extraterritorial Jurisdiction, Ellis County, Texas (On April 22, 2024, The Planning and Zoning Commission recommended approval by a vote of 7-0)

TABLED TO THE JUNE 18, 2024 CITY COUNCIL MEETING

CITIZEN COMMENTS

Citizens may speak during Citizen Comments for up to five minutes on any item not on the agenda by completing and submitting a speaker card. The views expressed during Citizen Comments are the views of the speaker, and not the City of Grand Prairie or City Council. Council Members are not able to respond to Citizen Comments under state law.

Harold Willis, 538 Lindly, voiced his frustration with the extended power outage and loss of T-Mobile cell service last week due to the inclement weather. Mr. Willis said he also presented his concerns to the Public Safety, Health and Environment Committee regarding the Spectrum boxes in various locations of the city that are not properly secured.

Jessica Cunningham, 5416 Childress Drive, asked Council to put an ordinance in place that will ensure that all standards of care and safety are met for those operating group homes in which the senior and disabled citizen reside.

Carol Harrison, 1920 Canterbury Drive, excited to bring awareness to mental health to the City of Grand Prairie. Ms. Harrison invited Council to attend future events in this regard and noted the month of July is National Minority Mental Health Awareness Month.

Angela Luckey, 4473 Harpers Ferry Drive, invited Council to attend the Friday, June 14, 2024 Charley Taylor NFL Hall of Fame Scholarship Golf Tournament.

ADJOURNMENT

Mayor Jensen adjourned the meeting at 8:21 p.m.

The foregoing minutes were approved at the June 18, 2024, City Council meeting.

Gloria Colvin, Deputy City Secretary



CITY OF GRAND PRAIRIE
ORDINANCE

MEETING DATE: 06/18/2024

PRESENTER: Claudia Garibay, Communications and Marketing Director

TITLE: Contract with Texas Monthly LLC for Advertising Services for Program Sponsorship, Event Support, and Media Purchase Agreement for EpicCentral in the amount of \$129,628 for Year 1, \$839,522 for Year 2, \$713,053 for year 3, and \$117,767 for year 4 for a total amount not to exceed \$1,799,970; with the option to terminate the agreement effective September 30, 2025

REVIEWING COMMITTEE:

SUMMARY:

Table with 3 columns: Vendor Name, Annual Cost, Total Cost. Row 1: Texas Monthly LLC, \$129,628: July 1, 2024-Sep. 30, 2024; \$839,522: Oct. 1, 2024-Sep. 30, 2025; \$713,053: Oct. 1, 2025-Sep. 30, 2026; \$117,767: Oct. 1, 2026-Dec. 31, 2026, \$1,799,970

PURPOSE OF REQUEST:

To contribute to the City's economic growth by positioning it as a premier destination for business and pleasure and to increase brand awareness and visibility through targeted events and advertising opportunities. By partnering with an established and recognized media brand such as Texas Monthly LLC, the City can leverage its reputation and communicate its unique offerings further.

Texas Local Government Code Section 252.021(a)(16) authorizes a local government to procure advertising services, other than legal services, without the requirement for competitive bidding.

FINANCIAL CONSIDERATION:

Table with 2 columns: Budgeted? (checkbox), Fund Name: EpicCentral & Hotel Motel Tax Fund

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, APPROVING AN AGREEMENT WITH TEXAS MONTHLY LLC TO PROVIDE ADVERTISING SERVICES FOR PROGRAM SPONSORSHIP, EVENT SUPPORT AND MEDIA PURCHASE

WHEREAS, the city of Grand Prairie aims to become a top-five destination, offering locals and visitors new and exciting family-friendly destinations and amenities; and

WHEREAS, the city continuously seeks new ways to promote its brand in target key markets outside and inside the DFW area; and

WHEREAS, Texas Monthly, as a prominent media entity deeply rooted in Texas culture, possesses extensive reach through its print and digital platforms, both nationwide and in major urban centers, catering to a diverse audience across various demographics; and

WHEREAS, Texas Monthly has established a solid reputation for hosting major events throughout Texas, including one of the largest single-day events in Texas called the Texas Country Reporter Festival.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, THAT:

SECTION 1. The city agrees to become Texas Monthly's exclusive event partner in north Texas by supporting seven events at Epic Central and downtown Grand Prairie from July 1, 2024, through December 31, 2026.

SECTION 2. Texas Monthly shall create, program, market, promote, and manage all seven events; the city shall facilitate sponsorship acquisition efforts.

SECTION 3. The city will sponsor seasons 52-54 of the Texas Country Reporter show.

SECTION 4. Texas Monthly shall provide the city with media benefits, including print, digital, and broadcast advertising, including a Grand Prairie segment during its Texas Country reporter show.

SECTION 5. The city will have a limited termination for convenience right enabling it to terminate this agreement effective as of September 30, 2025, by providing not less than 60 days prior written notice to Texas monthly.

SECTION 6. This agreement is an incremental investment that enhances, not substitutes, current marketing efforts.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 18th DAY OF JUNE 2024.



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 06/18/2024

PRESENTER: Thao Vo, Director of Management Services

TITLE: Reject all Bids from RFB#24107 for Location Intelligence Software Platform

REVIEWING COMMITTEE:

PURPOSE OF REQUEST:

Notice of RFB#24107 was advertised in the Fort Worth Star-Telegram on April 7, 2024, and April 14, 2024. It was distributed to 342 vendors in total, including four (4) local Grand Prairie vendors, forty-eight (48) Historically Underutilized Businesses (HUBS), and sixty-five (65) Minority and Women-Owned Businesses. Three (3) bids were received by the City, as shown in Exhibit A.

Staff is recommending rejecting all bids to clarify additional performance requirements and other standards that were not in the bid requirements. The rejection ensures that the City receives responses from qualified candidates who can provide the services required as intended.

Staff recommends rejecting all bids received as part of RFB#24107. These services will be rebid via the best-value evaluation method at a later date.

PROCUREMENT DETAILS:

Procurement Method: RFB

Number of Responses: 3

RFB#: 24107

ATTACHMENTS / SUPPORTING DOCUMENTS:

- 1- RFB#24107
- 2- Bid Submittal Summary – Exhibit A



CITY OF GRAND PRAIRIE, TEXAS

REQUEST FOR BIDS

RFB # 24107 – LOCATION INTELLIGENCE SOFTWARE PLATFORM

DUE DATE: PRIOR TO 2PM WEDNESDAY, APRIL 24, 2024

DUE TO: CHANTEL L. WINFIELD, SENIOR BUYER

Purchasing Division
300 W. Main Street
Grand Prairie, Texas 75050
www.planetbids.com

CLEARLY MARK BID AS “RFB # 24107”

Late responses will be unopened and not accepted for consideration. The City of Grand Prairie is not responsible for lateness or failure of timely delivery via mail (whether delays are internal/external), carrier, etc. Please ensure you allow time to provide your response timely so that you may be properly considered. EMAIL BIDS WILL NOT BE ACCEPTED.

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CITY OF GRAND PRAIRIE
ADVERTISEMENT FOR BIDS

Sealed bids will be received at 300 W. Main Street, Grand Prairie, Texas, and via www.planetbids.com until Wednesday, April 24, 2024 at 2:00 PM, and publicly opened and read (via teleconference) at that time for the purchase of the following:

RFB # 24107 – LOCATION INTELLIGENCE SOFTWARE PLATFORM

Further information and specifications may be obtained at <https://pbsystem.planetbids.com/portal/53284/portal-home> or from the Purchasing division at (972) 237-8045.

The city reserves the right to reject any or all bids and to waive formalities. The city also reserves the right to purchase these items through state awarded contracts or other intergovernmental agreements when it is in the best interest of the city.

Publish: April 7 & April 14, 2024

1. PROJECT SCOPE

It is the intent of this specification to obtain an annual contract for the purchase of location intelligence software platform that instantly generates objective insight into foot traffic analytics of any property or district for a deeper understanding of the factors that drive spending event attendance, economic development planning and execution, by the City of Grand Prairie Parks, Arts and Recreation.

2. REQUIREMENTS

2.1 The software should provide data on the following:

- 2.1.1 Visitation patterns among residents, visitors, and employees;
- 2.1.2 Determination of spending by Grand Prairie residents and visitors outside of the city and identification of brand affiliation among those shoppers to assist in attracting relevant businesses;
- 2.1.3 Identification of specific areas of the city that are underperforming and/or ripe for redevelopment;
- 2.1.4 Calculation of total attendees at locally hosted events and identifying the demographics of those attendees;
- 2.1.5 Identification of city locations considered strengths for future opportunities;
- 2.1.6 Tracking the economic impacts of national, regional and community events in Grand Prairie.

2.2 Desired Features:

- 2.2.1 Data Set Creation: The ease, functionality, and number of data sets that can be created.
- 2.2.2 Item Download: The ease and functionality of downloading data-sets into formats that can be easily analyzed for direct use.
- 2.2.3 Market Study: The ease of creating and analyzing data sets to use in studying markets to attract targeted businesses.
- 2.2.4 User Experience: General user experience by City staff and elected officials.
- 2.2.5 Public Experience: Ability to use data in marketing materials including City website if desired.
- 2.2.6 Optional Features: The degree that optional features enhance the City's efforts to support and attract business to the community.
- 2.2.7 End-to-end services: The degree that the location intelligence software is compatible with other web services (such as website or codification) both from the same respondent and other providers.
- 2.2.8 Nearly Real Time Data – Only 5 days of data lag until information is available.
- 2.2.9 Add Any Venue Instantly – If a property is not indexed in the platform, or a custom area needs to be created, a "Create POI (Point of Interest)" tool within the platform to quickly draw a polygon and surface insights for that place. Additionally, custom POI requests can be made to the vendor.

2.2.10 Price: Annual price, expenses and contract duration are all important to the City.

2.2.11 Implementation: Timeline and Customer Support offered. Include all pertinent information about the commodity you are requesting.

3. SUPPLIES NOT HEREIN LISTED

Due to many unforeseen needs the City may require over the contract period there may be additional items ordered that are not listed on the bid sheet. All vendors are required to provide a percentage discount from manufacturer's list price for supplies not herein listed in the space provided on the bid sheet. Manufacturer's list price used to calculate cost to the City for any item ordered that is not herein listed shall be the manufacturer's list price that is in effect at the time that the order is placed. Vendor is to provide a discount from manufacturer's list for each manufacturer represented on your bid submittal. If no discount will be given for a particular manufacturer, place a "0" in the space provided.

4. WARRANTY

Supplies shall be covered by manufacturer's standard warranty. Vendor is required to submit manufacturer's warranty summary upon request.

5. ESTIMATED USAGE

Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.

6. VENDOR QUALIFICATIONS

- 6.1.** Vendor must be engaged in the business of providing software for a minimum of five years within the last seven years.
- 6.2.** Vendor must be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees such as state franchise fees. The City reserves the right to request a copy of vendor's audited or un-audited financial statement. When financial statements are requested, the City will review the vendor's audited or un-audited financial statement to this solicitation in accordance with Texas Government Code, Title 10, Subtitle D, Section 2156.007 to evaluate the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service required in the solicitation. The City will be the sole judge in determining the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service.
- 6.3.** Vendor must provide a list of three (3) governmental or commercial references for work of a similar scope to this specification. The Vendor shall choose references that illustrate the Vendor's ability, capacity, and skill to perform the contract as specified.

7. PAYMENT AND INVOICING

- 7.1. Payment** - The supplies furnished in accordance with this specification will be paid for at the unit price or percentage discount bid within 30 days of receipt of good or invoice, whichever is later unless the on-line ordering option and/or procurement card payment option is utilized.
- 7.2. Invoicing** - The following requirement applies to all invoices. Invoices must reference a purchase order number. Separate invoices are required for each order and shall be sent to the ordering department. The invoice should include the following: As a Municipal Government, the City of Grand Prairie is exempt from all sales and excise taxes. **DO NOT INCLUDE TAXES** in price bid. Tax Exemption Certificates will be issued to successful vendor(s) upon request. Invoices shall include but not limited to:
 - 7.2.1.** Purchase Order number
 - 7.2.2.** Invoice number
 - 7.2.3.** Contract rates
 - 7.2.4.** Quantity ordered.
 - 7.2.5.** Total amount due

8. PROCUREMENT SCHEDULE

The projected schedule for this procurement is as follows:

Activity	Target Dates
Advertise	April 7, & 14, 2024
Deadline for Questions	April 17, 2024 by 4:00 p.m.
Responses to Questions	April 19, 2024
Deadline for Receipt of Bids	April 24, 2024 by 2:00 p.m.

9. CONTACT

Information, questions, or clarification concerning the intent of this RFB should be in writing and addressed to Chantel L. Winfield at cwinfield@gptx.org by 4:00 p.m. (CST) of the Deadline for Questions outlined in the Procurement Schedule. City of Grand Prairie’s response to questions and requests for clarification will be posted to Planet Bids (www.planetbids.com).

10. BID EVALUATION

The lowest responsive and responsible Vendor, i.e., the Vendor who fully complied with all the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing., will be awarded the contract. The City of Grand Prairie reserves the right to accept or reject any bids in whole or in part and waive any informality in the competitive bid process. Further, the City reserves the right to enter any contract deemed to be in the City's best interest.

11. SUBMITTAL RESPONSE GUIDELINES

Vendor's response to this Request for Bid shall include:

- 11.1. Completed and signed proposal checklist.
- 11.2. Bid Pricing Form filled in with unit prices, extended prices, and total.
- 11.3. Questionnaire and References pages 1 - 2 answered. References provided should be for similar work/projects with up-to-date contact information (phone and email).
- 11.4. Bid Affirmation form reviewed and signed.
- 11.5. Completed Historically Underutilized Business Questionnaire and Additional Verifications Form.

12. AGREEMENT TERMS AND AWARD

The term of the agreement will be for an initial one-year agreement with the option to renew for up to four (4) additional one-year periods. The price agreement shall be awarded to the vendor(s) submitting the bid(s) deemed to be in the best interest of the City. The city may award one Primary and one Secondary vendor by portions or for the entire bid. The City of Grand Prairie may award to a single vendor, multiple vendors, or use any combination that serves the best interest of the city. Successful Vendor will enter into a contract with the City for an annual agreement in accordance with the terms and conditions found within.

SOLICITATION STANDARD TERMS AND CONDITIONS

1. INSTRUCTIONS: These standard terms apply to all solicitations.

2. BEST INTEREST: The CITY reserves the right to reject any or all responses and to waive formalities. The CITY also reserves the right to purchase through State awarded contracts or other intergovernmental agreements when it is in the best interest of the CITY to do so.

3. PRICING: Unless otherwise noted in this document, price(s) quoted must be held firm for ninety (90) days to allow for evaluation.

4. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission 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 that basis.

5. F.O.B.: All shipping shall be F.O.B. Destination.

6. COOPERATIVE/INTERLOCAL PURCHASING: If the vendor checked "yes" on the submittal affirmation form to allow for interlocal purchasing, the following will apply: Governmental entities utilizing intergovernmental contracts with the City of Grand Prairie will be eligible, but not obligated, to purchase goods and services under the contract(s) awarded from this solicitation. All purchases by governmental entities other than the City of Grand Prairie will be billed directly to that governmental entity and paid by that governmental entity. The City of Grand Prairie will not be responsible for another governmental entity's debts. Each governmental entity will order their goods and services as needed.

7. SPLIT AWARD: The City of Grand Prairie reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

8. WITHDRAWAL OF RESPONSE TO SOLICITATION: For a period of ninety (90) days following the date designated for the receipt of response, a response may not be withdrawn or cancelled by the vendor without approval by the CITY.

9. ERROR-QUANTITY: Submittals must be made on the units of quantity specified and on extended costs, and they must show total costs. In the event of discrepancies in extension, the unit price shall govern.

10. LATE SUBMITTALS: Submittals received after the submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Grand Prairie is not responsible for lateness from any carrier for any reason.

11. TAXES: The City of Grand Prairie is exempt from federal manufacture's excise taxes and state sales taxes. TAX MUST NOT BE INCLUDED IN PRICING. Tax exemption certificates will be executed by the CITY and furnished upon request.

12. ADDENDA: Any interpretations, corrections or changes to these specifications will be made by addenda. Sole issuing authority of the addenda shall be vested in the City of Grand Prairie Purchasing Department. Addenda will be mailed to all who are known to have received a copy of this solicitation. It is the responsibility of proposers to ensure they have received and understand any issued addenda.

13. PROTEST: Protests shall be submitted in writing and filed with the Purchasing Division no less than three (3) business days prior to the CITY Council meeting at which the award appears on the agenda. A written response will be prepared by the Purchasing Manager in consultation with the end user department and CITY Attorney in accordance with the CITY Purchasing Manual. If the protesting vendor does not agree with the staff recommendation, they may appeal to the CITY Council. Protesting vendors must contact the CITY Secretary to be acknowledged and heard by CITY Council at the first available Council meeting.

14. PAYMENT TERMS: Unless otherwise specified by the CITY in this document, payment terms are Net 30.

15. PATENT RIGHTS: The vendor agrees to indemnify and hold the CITY harmless from any claim involving patent right infringement or copyrights on goods supplied.

16. FUNDING: The City of Grand Prairie is a home-rule municipal corporation operated and funded on an annual basis for October 1 to September 30. The CITY reserves the right to terminate, without liability to the CITY, any contract for which funding is not available.

17. ASSIGNMENT: Vendor shall not sell, assign, transfer, or convey this contract in whole or in part, without the prior written consent of the CITY.

18. VENUE: This agreement will be governed and construed according to the laws of the State of Texas.

19. RIGHT OF REVIEW: Vendor covenants and agrees that the CITY, upon reasonable notice to vendor, may review any of the work performed by vendor under this Contract.

20. DELIVERY TIMES: Deliveries will be acceptable only during normal working hours at the designated CITY municipal facility.

21. STANDARD WARRANTY: Standard manufacturers' warranties shall be provided and submitted to the City of Grand Prairie upon request.

22. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

23. ORDERS AND INVOICING: A purchase order number is required for all purchases. All invoices must identify the purchase order number, include the bid unit pricing by item, identify the ordering department/user, and include contact phone and email.

24. CONFLICT OF INTEREST: The successful vendor agrees that during the contract period vendor and any of vendor's associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this contract. All activities, investigations and other efforts made by vendor pursuant to this contract will be conducted by employees or associates of vendor. Vendor further agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the CITY from having any financial interest, either direct or indirect, in any business transaction with the CITY. Any violation of this paragraph which occurred with the actual or

constructive knowledge of VENDOR will render this contract voidable by the CITY.

a. FORM CIQ – is required when a conflict exists in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law, this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. This form may be obtained from the City of Grand Prairie website.

25. CONFIDENTIAL WORK: Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by VENDOR under this contract shall be kept confidential and may not be made available to any individual or organization by VENDOR without the prior written approval of the CITY except as may be required by law.

26. WARRANTY, HOLD HARMLESS, AND INDEMNITY: VENDOR warrants that the commodities it delivers to the CITY shall be delivered in a good and workmanlike manner, and that any item delivered to the CITY under this contract will be fit for the particular purpose for which it was furnished. VENDOR shall defend, indemnify, and hold the CITY whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of VENDOR's activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of VENDOR or any representative, agent, employee, or servant of the CITY. If an item is covered by a manufacturer's warranty, it is the responsibility of the VENDOR to obtain the information for CITY and to get the manufacturer to honor the warranty.

27. PROPRIETARY INFORMATION: Any material or information that is considered proprietary in nature must be clearly marked as such and will be treated as

confidential by the City of Grand Prairie to the extent permitted by law.

28. WAIVER OF ATTORNEYS FEES: VENDOR and CITY expressly agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys. In no event shall either party be responsible for the other party's attorney's fees, regardless of the outcome of the litigation.

29. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Grand Prairie.

30. TERMINATION: The CITY may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate further work under the resulting contract, in whole or in part, by giving at least thirty (30) days prior written notice of termination to VENDOR. VENDOR understands that no further orders may be accepted after the date specified in such notice. In the event of termination and following its inspection and acceptance of goods and services properly ordered prior to the date specified in the notice of termination, the CITY shall equitably compensate VENDOR in accordance with the terms of this contract. If the CITY terminates this agreement, VENDOR shall not be entitled to lost or anticipated profits.

31. TERMINATION FOR DEFAULT: If VENDOR defaults on this agreement, the CITY reserves the right to enforce the performance of the resulting contract in any manner either prescribed by law or deemed to be in the best interest of the CITY. The CITY reserves the right to terminate the resulting contract immediately if the VENDOR fails to: (a) meet delivery schedules, or (b) otherwise perform in accordance with this contract and incorporated documents. A breach of contract or default by VENDOR authorizes the CITY to award the contract to another VENDOR, purchase elsewhere, and charge the full increase in cost and handling to the defaulting VENDOR.

32. PERFORMANCE OF WORK: VENDOR or VENDOR's associates and employees shall perform all the work called for in this contract. VENDOR agrees that all of VENDOR's associates and employees who work on this

project shall be competent and fully qualified to undertake the work described in this contract. VENDOR agrees that the services performed shall be performed in a good and workmanlike manner, and that the finished product shall be fit for the particular use(s) contemplated by this agreement.

33. OWNERSHIP OF DOCUMENTS: VENDOR acknowledges that the CITY owns all notes, reports, or other documents, intellectual property or documentation produced by the VENDOR pursuant to the resulting contract or in connection with its work which are not otherwise public records. VENDOR acknowledges that the CITY shall have copyright privileges to those notes, reports, documents, processes, and information. VENDOR shall, upon written request, provide CITY a copy of all such notes, reports, documents, and information, except to the extent that they contain confidential information about third parties.

34. PRICE REDETERMINATION: Price redetermination shall only be considered by the CITY forty-five (45) days prior to the anniversary date of the initial contract award and subsequent renewals. Price redetermination requests must be substantiated in writing. The City of Grand Prairie reserves the right to reject the request when it is deemed to be in the best interest of the CITY.

35. DRUG FREE WORKPLACE: VENDOR agrees that during the contract period VENDOR and any of VENDOR's associates and employees shall comply with the CITY'S drug free workplace policy.

36. INSPECTION: All goods and services will be subject to inspection and testing by the CITY prior to acceptance. Goods rejected and goods supplied in quantities greater than ordered may be returned to the VENDOR at its expense. If, at any time, goods or services, including applicable drawings and specifications, are found by the CITY to either be defective in material or workmanship or not in conformity with the requirements of this specification, then the CITY may pursue one or more of the following remedies: (a) Reject and return such goods at VENDOR's expense; (b) Require VENDOR to inspect the goods and remove any nonconforming goods; (c) Replace any nonconforming goods or services with conforming goods or services; or (d) Pursue any rights

and remedies available to the CITY by contract or by law or equity.

37. PACKAGING: All goods must be packaged as specified by the CITY, and they shall be shipped by the route and carrier designated by the CITY. If the CITY does not specify how the goods must be packaged, VENDOR shall package the goods in a way to avoid any damage in transit. If the CITY does not specify the manner of shipment, route, or carrier, VENDOR shall ship the goods at the lowest possible transportation rates, consistent with VENDOR's obligation to meet the delivery schedule set forth in this specification.

38. AUDIT: The CITY reserves the right to audit the records and performance of Vendor during the contract and for three years thereafter.

39. INSURANCE: Prior to the commencement of work under this contract, VENDOR shall obtain and shall continue to maintain in full force and effect during the term of this contract any insurance required by law and any additional insurance that may be required pursuant to the specification. Performance under the contract will not start until this obligation has been met. Carrier must be authorized to do business in Texas rated "A" or better in the current Best Key Rating Guide. All policies shall be of the "occurrence type" and the City of Grand Prairie shall be listed as an additional insured (to the extent Vendor/CITY are indemnified pursuant to the indemnity provisions herein) on all certificates of insurance. Additional Insured Clauses does not apply to Workers' Compensation and Employer's Liability. A waiver of Subrogation Clause, naming the City of Grand Prairie "shall be included" on all types of coverages.

TYPE AMOUNT

<i>Insurance Type</i>	<i>Limit</i>
Commercial General Liability	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
Automobile Liability	\$1,000,000 Combined Single Limit
Worker's Compensation/ Employer's Liability	Statutory \$1,000,000

40. HB 1295 FORM: At time of contract execution VENDOR must provide a signed Form 1295 received

directly from the Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/elf_info_fm1295.htm.

41. CONTRACT EXECUTION AND START DATE: The awarded VENDOR will have ten (10) calendar days after receiving the notice of award to return the executed contract, certificate of insurance, Form 1295, and VENDOR setup packet (when applicable). If VENDOR fails to return the required documents by the indicated deadline, the CITY reserves the right to immediately terminate the contract, place the VENDOR on the CITY's debarred vendor list, and award the contract to another VENDOR. After documentation is received by the CITY, either a notice to proceed or a purchase order will be issued. VENDOR will have up to five (5) calendar days to begin performance under this contract, unless otherwise agreed in writing between the CITY and VENDOR.

42. STORMWATER REQUIREMENTS: Where applicable, VENDOR shall implement Best Management Practices (BMPs) and good housekeeping measures to prevent stormwater pollution as required by the current City of Grand Prairie Stormwater Discharges Ordinance (Article XXIII, Section 13).

43. LOCAL PREFERENCE: Section 271.9051 of the Texas Local Government Code authorizes a municipality, when considering competitive sealed bids when the bid evaluation is setup to award to the lowest responsible Vendor, to enter into a contract for certain purchases with a Vendor whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid if the lowest bid is from a business outside the municipality and contracting with the local Vendor would provide the best combination price and other economic benefits to the municipality. Application for Local Vendor Preference must be submitted with bid to be considered by the City of Grand Prairie. If your principal place of business is within the Grand Prairie CITY limits and you want to apply for local preference consideration, then you must provide a tax certificate for the most current year marked PAID, included with your Application for Local Vendor Preference.

SUBMITTAL FORMS

SUBMITTAL CHECK LIST – Company Name _____

Interested parties MUST submit the following items for consideration by either of the following delivery methods:

- Online through www.planetbids.com
contact support@planetbids.com for assistance in responding via the website.

Or

- One (1) hard copy, and one (1) electronic copy (flash drive) delivered to the Purchasing Division:
City Hall
300 W. Main Street
Grand Prairie, TX 75050

The submission should be in the order stated below.

Item		Check List
1	Proposal Submittal Check List	<input type="checkbox"/>
2	Bid Pricing	<input type="checkbox"/>
3	Questionnaire and References	<input type="checkbox"/>
4	Submittal Affirmation Form	<input type="checkbox"/>
5	Historically Underutilized Business Questionnaire & House Bill 89 Verification Form	<input type="checkbox"/>
6	Optional – Local Preference Consideration Application	<input type="checkbox"/>

By my signature I affirm all items as listed above have been completed and submitted as part of my firm’s proposal.

Authorized Signature

Title

Print/Type Name

Date

BID PRICING

Item 5.

	DESCRIPTION	COST
1	Start-up and implementation costs.	
2	Annual ongoing maintenance and support costs.	
3	Other Costs (Please Describe):	
TOTAL		

By my signature I affirm all items as listed above have been completed and submitted as part of my firm's proposal.

Authorized Signature

Title

Print/Type Name

Date

QUESTIONNAIRE

Item 5.

All questions should be answered clearly and completely. Marketing materials WILL NOT be accepted in lieu of this questionnaire. This questionnaire will assist the city in understanding your submittal and will be used in the evaluation process and therefore it is critical that the questionnaire be completed and submitted with your submittal.

General Contact Information		
Respondent Name:	Title:	
Company Name:		
Company Address:		
City:	State:	ZIP Code:
Telephone Number	Fax Number:	
Email Address:	Federal Tax ID:	

Provide at Least 3 References, including contact name, agency name, title, phone number and/or email of those you have provided similar services in the past three years. This information will be used in the evaluation of your submittal.

Project Reference #1		
Reference Name:	Title:	
Reference Organization:		
Project Title:		
Email Address:	Telephone Number:	
Project Reference #2		
Reference Name:	Title:	
Reference Organization:		
Project Title:		
Email Address:	Telephone Number:	
Project Reference #3		
Reference Name:	Title:	
Reference Organization:		
Project Title:		
Email Address:	Telephone Number:	

Experience:

1. How many years has your firm been involved in providing these services?

_____ Years _____ Months

2. Please list all government entities your firm has worked with in the past 3 years:

- | | |
|-----------|------------|
| 1.) _____ | 6.) _____ |
| 2.) _____ | 7.) _____ |
| 3.) _____ | 8.) _____ |
| 4.) _____ | 9.) _____ |
| 5.) _____ | 10.) _____ |

Reputation:

3. Has your firm failed to complete a YES NO
If so, please identify the project and date:

4. Do you have any litigation issues pending in the last three years? YES NO
If yes, please explain:

5. Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization YES NO
If yes, please explain:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) QUESTIONNAIRE

A Historically Underutilized Business (HUB) is a for-profit entity that has not exceeded the size standards prescribed by 34 TAC §20.23, and has its principal place of business in Texas, and is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service-Disabled Veteran, who reside in Texas and actively participate in the control, operations, and management of the entity's affairs.

American Indian Asian Black Hispanic Woman-Owned

Certification Status: Is the firm certified as a HUB, Minority, Woman or Disadvantaged Business Enterprise by a government or business development agency? ____ Yes ____ No

(If yes, please select specific agency)

State of Texas Historically Underutilized Business (HUB)

North Central Texas Regional Certification Agency (NCTRCA)

Women's Business Enterprise National Council (WBENC)

Texas SBA

Other _____

If you answered in the affirmative, please include a copy of your certification as an attachment to your proposal.

ADDITIONAL VERIFICATIONS

Where applicable, VENDOR makes the following verifications: (a) VENDOR does not boycott Israel as that term is defined in Section 808.001 of the Texas Government Code; (b) In accordance with the terms defined in Section 2274.001 of the Texas Government Code, VENDOR does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not during the term of the contract discriminate against a firearm entity or firearm trade association; and (c) In accordance with the terms defined in Sections 809.001 and 2274.001 of the Texas Government Code, VENDOR does not boycott energy companies, and it will not boycott energy companies during the term of the contract.

By my signature I affirm the information provided in this submittal is accurate to the best of my knowledge.

Authorized Signature

Title

Print/Type Name

Date

LOCAL PREFERENCE CONSIDERATION APPLICATION

Optional for vendors whose business is located within Grand Prairie city limits.

The City Council requires the following information for consideration of location of a vendor's principal place of business in award of bid:

1. Location Eligibility:

Principal place of business is defined herein as any business which owns or leases a commercial building within the City limits and uses the building for actual business operations. Is company's principal place of business within the City Limits of Grand Prairie, Texas?

a. If yes, identify name of business/DBA, address, and business structure (sole proprietorship, partnership, corporation, or other).

- i. Business Name:
- ii. Address:
- iii. Business Structure:

b. Name and city of residence of owner(s)/partners/corporate officers; as applicable.

- i. Name/Title:
- ii. City of Residence:

If more than 1 owner/partner/corporate officer exists, attach a separate sheet of paper with remaining person(s) information.

2. General Business Information:

- a. Year business established (Grand Prairie location).
- b. Most recent year property valuation; real and personal property. \$
- c. Annual taxable sales originating/payable to Grand Prairie facility? \$
- d. Is business current on all property and sales taxes at the time of this bid?
- e. Total number of current employees assigned to Grand Prairie facility?
- b. Total number of above employees who are residents of Grand Prairie?

3. Economic Development benefits that would result from award of this contract:

- a. Number of jobs that will be created or retained at GP facility if awarded bid?
- b. Amount of City of Grand Prairie sales tax collected and paid for prior tax year? \$
- c. Amount of City of Grand Prairie ad valorem taxes paid for prior tax year? \$
- d. Will local subcontractor(s) utilized if awarded this bid? If yes, attach a list of Company and value for each.
- e. Other economic development benefit deemed pertinent by applicant. Attach separate sheet if necessary.

City Bid/Quote Number for which local preference is requested:

Certification of information:

The undersigned does hereby affirm that the information supplied is true and correct as of the date hereof, under penalty of perjury.

Company Name

Date

Signature

Print Name

Tax certificate for the most current year marked PAID is attached



EXHIBIT A

Bid Evaluation

Location Intelligence Software Platform

RFB #: 24107

Submittal Evaluation

Location Intelligence Software Platform

RFB #: 24107

Responses				
Item #	Item	Placer Labs, Inc.	Beta Staffing, LLC	Kadatechnologies, Inc.
1	Submittal Check List	X	X	X
2	Pricing	X	X	X
3	Questionnaire & References	X	X	X
4	Submittal Affirmation Form	X	X.	X
5	HUB	X	X	X
6	Other Verifications (optional)	X	X	



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 06/18/2024

PRESENTER: Thao Vo, Director of Management Services

TITLE: Change Order #3 in the amount of \$60,000 to add additional funds for general staffing to the annual contract with Ad A Staff for a total cost of \$1,565,000

REVIEWING COMMITTEE: (Reviewed by the Finance & Government Committee on 06/04/2025)

SUMMARY:

<i>Vendor Name</i>	<i>Annual Cost</i>	<i>Total Cost</i>
Ad A Staff	\$360,000	\$1,565,000

PURPOSE OF REQUEST:

Management Services seeks City Council's approval for Change Order #3, which increases the funding for the annual contract with Ad A Staff, LLC by \$60,000. This adjustment brings the total annual cost to \$360,000 and a total project cost of \$1,565,000.

The additional funding requested through Change Order #3 is crucial for providing necessary temporary staffing across various City departments. The need for this increase is driven by:

- Temporary spikes in workload.
- The undertaking of an increased number of special projects.
- Persistent vacancies in hard-to-fill positions, particularly within the Sanitation, Animal Services, Water Distribution, and Parks departments.

This contract operates on an as-needed basis, ensuring flexibility and cost-efficiency. The requested amount of \$60,000 is projected to adequately cover the costs associated with general temporary staffing for the remainder of the contract period.

BACKGROUND:

The original contract (Contract #21153) was established in 2021 through an interlocal agreement for temporary staffing services. The agreement included a one-year term with the option for four annual renewals. We are in the contract's fourth year, with one renewal option remaining.

EXPENDITURE HISTORY (2 to 3 yrs info):

	<u>Amount</u>	<u>Approval Date</u>	<u>Reason</u>
Original Contract	\$200,000	08/03/2021	Initial general temporary staffing
Change Order #1	\$45,000	01/15/2023	Additional temporary staffing – one-time
Change Order #2	\$100,000	05/02/2023	Additional temporary staffing – on-going
Change Order #3	\$60,000	06/18/2024	Additional temporary staffing – on-going

	<u>Amount</u>	<u>Contract Term</u>
Initial Term	\$200,000	Original Contract
Renewal #1	\$345,000	Original Contract + Change Order #1 + Change Order #2
Renewal #2	\$300,000	Original Contract + Change Order #2
Renewal #3 (Current)	\$360,000	Original Contract + Change Order #2 + Change Order #3
Renewal #4 (Future)	\$360,000	Original Contract + Change Order #2 + Change Order #3
TOTAL	\$1,565,000	

PROCUREMENT DETAILS:

Procurement Method: Cooperative

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	All Departments Operating Funds
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The funds required for Change Order #3 are available within the existing budget allocations of the departments that utilize temporary staffing services. Each department will be responsible for managing their individual budgets to accommodate this expense through the end of the current fiscal year. Funding for future fiscal years will be paid from that year’s approved budget.

ATTACHMENTS / SUPPORTING DOCUMENTS:

- 1- Change Order Details

Annual Agreement Change Order Worksheet

RFB# 21153 CO #3 - Temporary Staffing							
<u>Possible Contract Years:</u>		5	<u>Procurement Source:</u>		Interlocal Agreement		
<u>Original Annual Contract Value:</u>		\$ 200,000.00		Original Total Contract Value: \$1,000,000.00			
25% Maximum Increase:		\$ -	◀ Not Applicable for type of Procurement Source		Max Possible Contract Value: \$ -		
Max Possible Annual Contract Value		\$ -	(TX LGC § 252.048(d))		Proposed Total Contract Value: \$ -		
<u>Dollar Value on each Contract Term</u>							<u>CUMULATIVE CHANGE IN AMOUNT:</u>
Date	Contract Action	Initial Term	Renewal 1	Renewal 2	Renewal 3	Renewal 4	
	<i>Change Order 1</i> Increase Spending		\$45,000.00				<i>Change Order 1</i> \$ 45,000.00
	<i>Change Order 2</i> Increase Spending		\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	<i>Change Order 2</i> \$400,000.00
	<i>Change Order 3</i> Increase Spending		\$ -	\$ -	\$60,000.00	\$60,000.00	<i>Change Order 3</i> \$120,000.00
							0 \$ -
Percentage Change							
Total of Changes		\$ -	\$ 145,000.00	\$ 100,000.00	\$ 160,000.00	\$ 160,000.00	\$565,000.00
CC approved Changes				\$ -	\$ -	\$ -	\$ -
Total of Changes since CC Approval		\$ -	\$ 145,000.00	\$ 100,000.00	\$ 160,000.00	\$ 160,000.00	\$565,000.00
Annual Contract Value		\$ 200,000.00	\$345,000.00	\$300,000.00	\$360,000.00	\$360,000.00	\$1,565,000.00
CURRENT TERM <small>indicate with a "X"</small>					X		Requires City Council Approval

Year 1 Year 2 Year 3 Year 4 Year 5



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 06/18/2024

PRESENTER: Lee Harriss, Treasurer, Grand Prairie Sports Facilities Development Corporation

TITLE: Grand Prairie Sports Facilities Development Corporation, Appointment of President of Board of Directors

REVIEWING COMMITTEE:

SUMMARY:

The Articles of Incorporation and Bylaws of the Grand Prairie Sports Facilities Development Corporation (Sports Corp.) require the City Council to appoint the President of the Board of Directors.

The City Council will need to appoint the President for a one-year term.

Current board members are shown below.

Ron Jensen, President
John Stewart
Jorja Clemson
Junior Ezeonu
Mike Del Bosque
Mike Skinner
R. J. Garcia

FINANCIAL CONSIDERATION:

There is no financial impact to the City.



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 06/18/2024

PRESENTER: Lee Harriss, Special District Administrator, Finance

TITLE: Change Order No. 1 in the amount of \$6,900 to add additional contract hours and funding to the Personal Services annual contract with Kathleen Mercer. The original contracted amount totaled \$50,000 for Business Operations and Financial Consultant Services for the Epic Central Development. The change order will result in a total project cost of \$56,900

REVIEWING COMMITTEE: (Reviewed by the Finance and Government Committee on 06/04/2024)

SUMMARY:

<u>Vendor Name</u>	<u>Annual Cost</u>	<u>Total Cost</u>
Kathleen Mercer	\$56,900	\$56,900

PURPOSE OF REQUEST:

On October 13, 2023, a contract was awarded to Kathleen Mercer in the amount of \$50,000 for Business Operations and Financial Consultant Services for the Epic Central Development.

This proposed Change Order No. 1 is to increase the amount to \$56,900. The increase in cost requires City Council authorization and approval because the contract value has been increased over \$50,000.

This change order will not change the term of this contract. The expiration date will be October 13, 2024.

EXPENDITURE HISTORY (2 to 3 yrs info):

	<u>Amount</u>	<u>Approval Date</u>	<u>Reason</u>
<i>Original Contract:</i>	\$50,000	N/A	Personal Services
<i>Change Order #1</i>	\$6,900	06/04/2024	For Additional Contractual Hours
TOTAL:	\$56,900		

PROCUREMENT DETAILS:

Procurement Method: Cooperative/Interlocal RFB/RFP Sole Source Personal/Professional Services Exempt

Local Vendor HUB Vendor

Number of Responses:

RFP/RFB #:

Selection Details: Low Bid Best Value

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name	: TIF 1 EPIC Central CIP Fund
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* Provide Accounting Unit for Operating funds. Provide the Activity for CIP and Grant projects.

ATTACHMENTS / SUPPORTING DOCUMENTS:



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 06/18/2024
PRESENTER: Keshnel Penny, CIO - Information Technology
TITLE: Purchase of Radio Management Hosted Solutions from Motorola Solutions Inc. in the amount of \$110,533.00
REVIEWING COMMITTEE: (Reviewed by the Public, Safety, Health & Environment Committee on 06/03/2024)

SUMMARY:

Table with 3 columns: Vendor Name, Annual Cost, Total Cost. Row 1: Motorola Solutions, \$110,533.00, \$110,533.00

PURPOSE OF REQUEST:

Purchase of one-time implementation services for equipment and system integration of the Motorola Radio Management Hosted Solution. On July 11, 2023, the City Council approved a change order that extended the Motorola Managed Services Agreement for five years and added the Radio Management Hosted Solutions Maintenance to the Annual contract with Motorola Solutions. The total cost for that change order was \$6,137,591.22.

The Radio Management Hosted Solution is crucial for improving our city's public safety communications infrastructure and ensuring reliable, secure, and efficient communication channels for our emergency services. The system will centralize radio management, significantly simplifying programming and updates to radio equipment. This will reduce downtime and increase responsiveness. Furthermore, the scalability of the hosted solution prepares Grand Prairie for future public safety communication needs.

Motorola Solutions, Inc. ("Motorola") is the owner and/or licensor of the System Software. Motorola has not granted any other vendor the legal authority to make any alterations to the underlying source code of the System Software, nor has Motorola provided any other vendor legal access to the source code. These services that are tied to the source code are mandatory not only to maintain the network at its current software release but also in subsequent releases and software upgrades to the system. Only Motorola can perform the System Software upgrades and associated services included in this agreement. It is for the above reasons that IT seeks to extend our current contract with Motorola to maintain our present level of effectiveness in providing safety and security for our employees and citizens.

PROCUREMENT DETAILS:

Procurement Method [X] Sole Source

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	IT CIP Fund
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**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 06/18/2024

PRESENTER: Keshnel Penny, CIO - Information Technology

TITLE: Annual Contract for products, services, and support of the City’s telephone system from Lantana Communications in the amount of \$58,050.00 annually through a Master Cooperative with Choice Partners. This contract will be for one year with the option to renew for 2 additional one-year periods, allowing an increase not to exceed 5% annually with an estimated total of \$183,002.63 if all extensions are exercised

REVIEWING COMMITTEE: (Reviewed by Finance and Government Committee on 06/04/2024)

SUMMARY:

<i>Vendor Name</i>	<i>Annual Cost</i>	<i>Total Cost</i>
Lantana Communications	\$58,050.00	\$183,002.63
	\$60,952.50 (1 st Renewal)	
	\$64,000.13 (2 nd Renewal)	

PURPOSE OF REQUEST:

Annual contract with Lantana Communications for products, services, support, and maintenance of the City’s telephone system. This service contract will ensure immediate and ongoing support for the telephone system. Lantana Communications will provide periodic system maintenance, testing, reporting, and manage offsite backups of system configuration files. This service will ensure the reliability and availability of the City’s telephone system.

The 5% annual increase is to effectively account for any anticipated increases in costs. These increases may be due to a variety of factors, such as potential inflation, shifting market conditions, and expansion of the city’s workforce. This 5% increment is essentially a projection, a number that has been calculated-based on an analysis of trends and patterns. The projection might not be fully realized over the course of the years. These projected costs offer the city flexibility with the licensing acquisition process.

State purchasing laws, Government Code, Chapter 271.102 authorize local governments to enter into joint contracts and cooperative agreements for the performance of governmental functions normally associated with the operation of government such as purchasing necessary materials and supplies.

The City approved a Master Interlocal agreement with Choice Partners whereby the City could make use of all that entity’s agreement(s).

PROCUREMENT DETAILS:

Procurement Method: Cooperative

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	General Fund
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City of Grand Prairie - Lantana Enterprise Assist Annual Contract Renewal 7-1-2024 thru 6-30-2027 Choice Partners Contract # 21/031KN-35

Quote Information:

Quote #: 010898

Version: 1

Delivery Date: 05/08/2024

Expiration Date: 08/01/2024

Prepared for:

City Of Grand Prairie

300 W. Main St.

Grand Prairie, TX 75050

Mark Stone

(972) 237-8456

mstone@gptx.org

Prepared by:

Lantana Communications

Jeff W. Roberts

(903) 839-9112

jroberts@lantanacom.com

Recurring Services - Annual (Yr 1 of 3)

Description	Recurring	Qty	Ext. Recurring
PP Lantana EA PP Lantana Enterprise Assist Core Management Core	\$58,050.00	1	\$58,050.00
Choice Partner Choice Partner Tracking Code	\$0.00	1	\$0.00
Choice Partners Contract # 21/031KN-35			
Annual Subtotal:			\$58,050.00

Annual Recurring Summary

Description	Amount
Recurring Services - Annual (Yr 1 of 3)	\$58,050.00
Annual Total:	\$58,050.00



Payment Summary

Description	Periods	Payments	Amount
Payment Terms			
Hardware/Software Payment	1	One-Time	\$0.00
Completion Payment	1	One-Time	\$0.00
Recurring Services - Annual	3	Annual	\$58,050.00

Hardware/Software payment is due upon shipment of equipment or delivery of software and license(s) under Purchaser specific net terms. Completion payment is due upon acceptance of implementation, if implementation is included under Purchaser specific net terms. Recurring payment is due upon creation of contract under Purchaser specific net terms for term duration listed.

This Quote, including all attachments hereto, is entered into between Lantana Communications, ("Seller") and the company listed under the prepared for section ('Purchaser'). When signed by the parties where provided below, this Quote, including all attachments hereto, shall be incorporated into and made a part of the Agreement between Seller and Purchaser. This Quote is effective as of the first date mentioned above, and shall continue until project completion as set forth in the scope of work, unless earlier terminated in accordance with the Agreement. Signing this Quote or providing a Purchaser PO indicates acceptance of applicable Seller, and or, manufacturer Terms and Conditions as detailed and found at <http://lantanacom.com/eula> and any proposal specific terms outlined in the list of equipment and services and/or the scope of work.

Lantana Communications

City Of Grand Prairie

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Date: _____

Date: _____



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 06/18/2024

PRESENTER: Keshnel Penny, CIO - Information Technology

TITLE: Annual Contract with Solid Border Inc. for Barracuda Networks Inc. Email Protection Premium Plus software in the estimated amount of \$182,319.60 annually through a National Interlocal Agreement with DIR-TSO-4365. This contract will be for one year, with the option to renew for four additional one-year periods, allowing an increase not to exceed 10% with an estimated total of \$1,113,079.39 if all extensions are exercised

REVIEWING COMMITTEE: (Reviewed by the Finance and Government Committee on 06/04/2024)

SUMMARY:

<u>Vendor Name</u>	<u>Annual Cost</u>	<u>Total Cost</u>
Solid Border Inc.	\$182,319.60	\$1,113,079.39
	\$200,551.56 (1 st Renewal)	
	\$220,606.72 (2 nd Renewal)	
	\$242,667.39 (3 rd Renewal)	
	\$266,934.13 (4 th Renewal)	

PURPOSE OF REQUEST:

Annual Contract with Solid Border Inc. for the renewal of Barracuda Networks Inc. Email Protection Premium Plus Software suite. This software suite provides essential cybersecurity protection, including spam filtering, advanced threat detection, data loss prevention, Office 365 cloud backups, cybersecurity awareness training, and other cybersecurity related features. This solution will enable the Information Technology Department to safeguard the reliability, integrity, and availability of the City's networks.

The 10% annual increase is to effectively account for any anticipated increases in costs. These increases may be due to a variety of factors, such as potential inflation, shifting market conditions, and expansion of the city's workforce. This 10% increment is essentially a projection, a number that has been calculated based on an analysis of trends and patterns. The projection might not be fully realized over the course of the years. These projected costs offer the city flexibility with the licensing acquisition process.

Chapter 271.102 of the Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization. In lieu of competitive bidding, items and services may be purchased through such agreements as the agreements have already been bid by the sponsoring entity or agency. The City of Grand Prairie has master inter-local cooperative agreements with various entities including DIR contract DIR-TSO-4365.

PROCUREMENT DETAILS:

Procurement Method: Cooperative

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	General Fund
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QUOTE FOR Tonya K Adams
City Of Grand Prairie
300 West Main
Grand Prarie TX 75050
United States
(972) 237-8451
tadams@gptx.org

DATE 05/07/2024
QUOTE # 6004706

CONTACT Erica Stinson
(512) 699-5600
erica@solidborder.com

PLEASE SEND PURCHASE ORDER
BY EMAIL orders@solidborder.com
BY FAX 800-887-9974



ITEM	SKU	DESCRIPTION	QTY	LIST PRICE	PER UNIT	EXTENDED
1	EP-PremPlus-Usr-1YR	Email Protection, Premium Plus, per User, 1 Year. For SN# 2022414. Support to Run 7/21/2024 through 7/20/2025	1,644	\$199.20	\$110.90	\$182,319.60
SHIPPING						\$0.00
SUBTOTAL						\$182,319.60
TAX (%)						\$0.00
TOTAL						\$182,319.60



Purchasing Contract DIR-TSO-4365

QUOTE EXPIRES 06/30/2024
TERMS Net 30.
Payment via credit card may incur a 4% processing fee.
EMPLOYER ID # EIN # 33-1009121
REMIT TO Solid Border, Inc.
1806 Turnmill St
San Antonio TX 78248
United States



SOLIDBORDER.COM
PROTECT YOUR NETWORK
HUB // DIR // BUYBOARD



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 06/18/2024

PRESENTER: Keshnel Penny, CIO - Information Technology

TITLE: Annual Contract for Avaya phone system software subscription licensing from Lantana Communications in the amount of \$126,916.00 annually through a Master Cooperative Agreement with DIR. This contract will be for one year with the option to renew for 2 additional one-year periods, allowing an increase not to exceed 5% annually with an estimated total of \$400,102.69 if all extensions are exercised

REVIEWING COMMITTEE: (Reviewed by Finance and Government Committee on 06/04/2024)

SUMMARY:

<u>Vendor Name</u>	<u>Annual Cost</u>	<u>Total Cost</u>
Lantana Communications	\$126,916.00	\$400,102.69
	\$133,261.80(1 st Renewal)	
	\$139,924.89(2 nd Renewal)	

PURPOSE OF REQUEST:

Annual contract with Lantana Communications for Avaya's Annual Software Subscription Licensing. This license is critical to the operation of the City's telephone system. Lantana Communications provides software licensing, maintenance, and support for the City's Avaya phone system.

The 5% annual increase is to effectively account for any anticipated increases in costs. These increases may be due to a variety of factors, such as potential inflation, shifting market conditions, and expansion of the city's workforce. This 5% increment is essentially a projection, a number that has been calculated-based on an analysis of trends and patterns. The projection might not be fully realized over the course of the years. These projected costs offer the city flexibility with the licensing acquisition process.

State purchasing laws, Government Code, Chapter 271.102 authorize local governments to enter into joint contracts and cooperative agreements for the performance of governmental functions normally associated with the operation of government such as purchasing necessary materials and supplies.

The City approved a Master Interlocal agreement with DIR whereby the City could make use of all of that entity's agreement(s).

PROCUREMENT DETAILS:

Procurement Method: Cooperative

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	General Fund
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City of Grand Prairie - Avaya Annual Subscription Software Support Contract 2024 thru 2027 Avaya DIR-CPO-4644

Quote Information:

Quote #: 010900

Version: 1

Delivery Date: 05/08/2024

Expiration Date: 08/01/2024

Prepared for:

City Of Grand Prairie

300 W. Main St.

Grand Prairie, TX 75050

Mark Stone

(972) 237-8456

mstone@gptx.org

Prepared by:

Lantana Communications

Jeff W. Roberts

(903) 839-9112

jroberts@lantanacom.com

7-1-24 thru 6-30-27 (year 1 of 3)

Description	Recurring	Qty	Ext. Recurring
405782 UC ATTENDANT LICENSE FIXED SUBS ADJ LP	\$421.00	14	\$5,894.00
408030 3RD PARTY CTI LICENSE FIXED SUBS ADJ LP	\$0.00	3192	\$0.00
409193 AES ADV TSAPI LIC FIXED SUBS ADJ LP	\$4,856.00	1	\$4,856.00
405787 CC BASIC VOICE LICENSE FIXED SUBS ADJ LP	\$429.00	50	\$21,450.00
405418 UC CORE LICENSE FIXED SUBS ADJ LP	\$54.00	1754	\$94,716.00
403105 AVAYA SPACES BUSINESS USER SUB	\$0.00	2165	\$0.00
DIR DIR Tracking Code	\$0.00	1	\$0.00
Avaya DIR-CPO-4644 Lantana Vendor Code 1752324280200			
Annual Subtotal:			\$126,916.00

Annual Recurring Summary

Description	Amount
7-1-24 thru 6-30-27 (year 1 of 3)	\$126,916.00
Annual Total:	\$126,916.00



Payment Summary

Description	Periods	Payments	Amount
Payment Terms			
Hardware/Software Payment	1	One-Time	\$0.00
Completion Payment	1	One-Time	\$0.00
Recurring Services - Annual	3	Annual	\$126,916.00

Hardware/Software payment is due upon shipment of equipment or delivery of software and license(s) under Purchaser specific net terms. Completion payment is due upon acceptance of implementation, if implementation is included under Purchaser specific net terms. Recurring payment is due upon creation of contract under Purchaser specific net terms for term duration listed.

This Quote, including all attachments hereto, is entered into between Lantana Communications, ("Seller") and the company listed under the prepared for section ('Purchaser'). When signed by the parties where provided below, this Quote, including all attachments hereto, shall be incorporated into and made a part of the Agreement between Seller and Purchaser. This Quote is effective as of the first date mentioned above, and shall continue until project completion as set forth in the scope of work, unless earlier terminated in accordance with the Agreement. Signing this Quote or providing a Purchaser PO indicates acceptance of applicable Seller, and or, manufacturer Terms and Conditions as detailed and found at <http://lantanacom.com/eula> and any proposal specific terms outlined in the list of equipment and services and/or the scope of work.

Lantana Communications

City Of Grand Prairie

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Date: _____

Date: _____



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 06/18/2024

PRESENTER: Ray Riedinger, Facility Services Manager

TITLE: Award a contract for roof replacement at Fire Station #1 from Garland/DBS Inc for \$556,430 through a Master Cooperative Agreement with OMNIA Partners

REVIEWING COMMITTEE: (Reviewed by the Finance and Government Committee on 06/04/2024)

SUMMARY:

<i>Vendor Name</i>	<i>Annual Cost</i>	<i>Total Cost</i>
Garland/DBS Inc		\$556,430

PURPOSE OF REQUEST:

The roof system at Fire Station #1 is deteriorating due to age resulting in increased repair and maintenance expenses. Replacement of the roof has been deemed necessary to maintain the integrity of the structure. Garland/DBS Inc has submitted a proposal through their OMNIA Partners contract #PW1925 to replace the existing roof with a new metal roof system.

The project(s) consist of:

- Equipment & Labor - **\$526,914**
- Bond Fee - **\$3,020**
- Contingency of 5% - **\$26,496**

Total – \$556,430

State Purchasing laws, Government Code, Chapter 271.102 authorize local governments to enter into joining contracts and cooperative agreements for the performance of governmental functions normally associated with the operation of government such as purchasing necessary materials and supplies.

The City approved a Cooperative Agreement with OMNIA Partners; whereby, the City could make use of all that entity’s agreement(s).

PROCUREMENT DETAILS:

Procurement Method: Cooperative

Number of Responses: 4

RFQ #: administered by Garland/DBS, Inc.

Selection Details: Low Bid

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	MFAC CIP Fund
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If Capital Improvement:					
Total Project Budget	\$1,043,785	Proposed New Funding:	\$0	Remaining Funding:	\$487,355

ATTACHMENTS / SUPPORTING DOCUMENTS:

- 1- Bid Summary



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Grand Prairie
Fire Station #01
510 W Main Street
Grand Prairie, TX 75050

Date Submitted: 04/11/2024
Proposal #: 25-TX-240390
OMNIA Partners # PW1925

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work:

1. Remove existing roof down to existing deck.
2. Install vapor control layer for air barrier with breathable qualities.
3. Install vapor control underlayment 6" up vertical substrate walls including dormer, head walls and side walls adjoining metal roof system.
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 (Detach and Reset Downspouts) 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 butyl in valley and perimeter locations per shop drawings provided by Manufacturer.
13. Roofing Contractor responsible for provided dumpsters Roofing Contractor responsible for scheduling and dropping dumpster at designated areas on campus provided during pre-construction meeting conducted by manufacturer rep.
14. Roofing Contractor required to have full time supervisor onsite during any and all work is being performed. Roofing Contractor will be required to be present for weekly progress reports.
15. Roofing Contractor is responsible for providing schedule from staging metal to completion of installation of roof system with dates weather permitting.
16. Roofing Contractor responsible for ensuring exposed roof deck is water tight every day before installation technicians leave job site.
17. Roofing Contractor is responsible for maintaining a clean environment on roof deck, sidewalks, grounds and any other locations on campus work is be performed.
18. Roofing Contractor is responsible for 5 Year Workmanship Warranty.
19. Roofing Contractor is responsible for 1st Year of Maintenance of Roof System from date of approved completion by all parties including Manufacturer, City of Grand Prairie and Roofing Contractor.
20. Payment and Performance bonds are included in the project and will be provided upon award.

Addendum #1

- 1. Roof Scope of work does not include eyebrow roofs.
- 2. All gutters and downspouts to be replaced to match like-kind. Utilize 24 gauge flat stock.

Proposal Before Payment and Performance Bond:	\$ 526,914
Cost of Payment and Performance Bond:	\$ 3,020
Proposal Price Based Upon Market Experience:	\$ 529,934

Garland/DBS Price Based Upon Local Market Competition:

Next Gen Construction	\$ 529,934
Tri-Lam Roofing & Waterproofing	\$ 531,298
Crawford Roofing	\$ 665,122
F.W. Walton	\$ 670,637

Unforeseen Site Conditions:

Wood Blocking (Nailer) Replacement	\$ 5.70 per Ln. Ft.
Decking Replacement	\$ 10.26 per Sq. Ft.

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

- 1. Sales and use taxes are excluded. Please issue a Tax Exempt Certificate.
- 2. Permits are excluded.
- 3. Plumbing, Mechanical, Electrical work is excluded.
- 4. Masonry work is excluded.
- 5. Interior Temporary protection is excluded.
- 6. Prevailing Wages are excluded.
- 7. Any work not exclusively described in the above proposal scope of work is excluded.
- 8. Payment and Performance bonds included.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Matt Egan

Matt Egan
Garland/DBS, Inc.
(216) 430-3662



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 06/18/2024

PRESENTER: Ray Riedinger, Facility Services Manager

TITLE: Award a contract for roof surface reconditioning at The Summit from Garland/DBS Inc for \$674,048 through a Master Cooperative Agreement with OMNIA Partners

REVIEWING COMMITTEE: (Reviewed by the Finance and Government Committee on 06/04/2024)

SUMMARY:

<u>Vendor Name</u>	<u>Annual Cost</u>	<u>Total Cost</u>
Garland/DBS Inc		\$674,048

PURPOSE OF REQUEST:

The roof surfaces at The Summit are deteriorating due to age resulting in increased repair and maintenance expenses. Reconditioning of the roof surface has been deemed necessary to maintain the integrity of the structure. Garland/DBS Inc has submitted a proposal through their OMNIA Partners contract #PW1925 to replace the existing roof surface system with a fully reinforced 2-part polyurea coating system.

The project(s) consist of:

- Equipment & Labor - **\$638,291**
- Bond Fee - **\$3,660**
- Contingency of 5% - **\$32,097**

Total – \$674,048

State Purchasing laws, Government Code, Chapter 271.102 authorize local governments to enter into joining contracts and cooperative agreements for the performance of governmental functions normally associated with the operation of government such as purchasing necessary materials and supplies.

The City approved a Cooperative Agreement with OMNIA Partners; whereby, the City could make use of all that entity’s agreement(s).

PROCUREMENT DETAILS:

Procurement Method: Cooperative

Number of Responses: 3

RFQ #: administered by Garland/DBS, Inc.

Selection Details: Low Bid

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	MFAC CIP Fund
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If Capital Improvement:					
Total Project Budget	\$795,041	Proposed New Funding:	\$0	Remaining Funding:	\$120,993

ATTACHMENTS / SUPPORTING DOCUMENTS:

- 1- Bid Summary



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Grand Prairie
The Summit
2975 Esplanade Drive
Grand Prairie, TX 75052

Date Submitted: 04/11/2024
Proposal #: 25-TX-240391
OMNIA Partners # PW1925

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Base Bid - Phase 1

Fully Reinforced 2 Part Polyurea Coating System (20 Year Option)

1. All necessary field repairs must be completed according to good construction practices.
2. Remove and replace all penetration flashings and remove equipment determined by the owner to be obsolete down to deck and replace decking and roof assembly to match like kind and quality.
3. Install new crickets between drains/scuppers by cutting area down to deck (concrete deck areas) or by attaching through existing assembly (metal deck areas) and installing new membrane stripped into existing.
4. Ensure all equipment curbs and flashings are minimum 8" above finished roof height.
5. Fabricate and install new 24 ga. stainless steel through-wall overflow scuppers. Weld joints and strip in with membrane.
6. Power wash all roof surfaces with greater than 2,000 psi pressure, being sure not to force water into the roof system.
7. Treat areas of algae, mildew or fungus with a solution of three quarts of warm water and TSP or Simple Green Solution. Rinse at least twice to be sure all cleaning agents or contaminants are completely removed to prevent adhesion issues.
8. If the roof surface becomes contaminated with dirt, dust or other particles at any time during the application of the restoration system, cleaning measures must be taken to restore the surface to a suitable condition.
9. Ensure roof is dry prior to application.
10. Apply gray base coat in a uniform manner at 3.0 gal/sq over entire roof surface and flashings using ¼" notched squeegee to spread and roller to ensure uniform minimum coverage.
11. Embed 40" wide polyester ensuring full saturation and backroll overlapping rolls 4".
12. Apply white top coating in perpendicular direction over the base coat at 2.0 gal/sq in same manner no later than 72 hours after base coat.

- 13. In areas requiring non-slip surfacing, mask and apply gray base coat at 1.0 gal/sq and immediately broadcast dry roofing granules and backroll to set within. Must be done within 72 hours of top coat application.
- 14. Fabricate and install new 22 ga. kynar coated galvanized steel slip counterflashing on all mechanical curbs, coping cap, counterflashing trim etc.
- 15. Roofing contractor to coordinate with mechanical contractor on-site for any roof related mechanical work.
- 16. Roofing Contractor to provide 5 year workmanship warranty.
- 17. Coating manufacturer to provide 20 year NDL warranty.
- 18. Payment and Performance bond included in the project and will be provided upon award.

Addendum #1

- 1. All vertical flashings over 18" tall to receive metal wall panels to match existing in HVAC Well over pool. Install hat channels per manufacturer instructions. Contractor to break own metal using 24 gauge pre-finished flat stock. Flash skylights in per manufacturers instructions.
- 2. Phase 1 (base bid) to now include entrance awning roof. Phase 2 (ADD ALT #01) to include entire conference center/kitchen roofs as identified at job walk
- 3. Contractor to preserve all copper flashings and coping cap. All existing coping cap to remain.
- 4. Contractor to sub contract lightning protection re installation and certification.

Base Bid - Phase 1:

Proposal Before Payment and Performance Bond:	\$ 638,291
Cost of Payment and Performance Bond:	\$ 3,660
Proposal Price Based Upon Market Experience:	\$ 641,951

Garland/DBS Price Based Upon Local Market Competition (Base Bid):

Tri-Lam Roofing & Waterproofing	\$ 641,951
F.W. Walton	\$ 653,952
Crawford Roofing	\$ 721,985

Scope of Work: Add Alternate - Phase 2

1. Phase 2 (ADD ALT #01) to include entire conference center/kitchen roofs as identified at job walk.

Add Alternate #1 - Phase 2:

Proposal Price Based Upon Market Experience:	\$ 609,840
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Garland/DBS Price Based Upon Local Market Competition (Base Bid):

Tri-Lam Roofing & Waterproofing	\$ 609,840
F.W. Walton	\$ 651,965
Crawford Roofing	Declined to Bid

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Sales and use taxes are excluded. Please issue a Tax Exempt Certificate.
2. Permits are excluded.
3. Plumbing, Mechanical, Electrical work is excluded.
4. Masonry work is excluded.
5. Interior Temporary protection is excluded.
6. Prevailing Wages are excluded.
7. Any work not exclusively described in the above proposal scope of work is excluded.
8. Payment and Performance bonds included.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Matt Egan

Matt Egan
Garland/DBS, Inc.
(216) 430-3662



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 06/18/2024

PRESENTER: Ray Riedinger, Facility Services Manager, General Services

TITLE: Annual contract for fire alarm monitoring and repair services from Pye Barker through a Cooperative Agreement with The Interlocal Purchasing System (TIPS). This contract will be for one year (up to \$230,000 annually) with the option to renew for four additional one-year periods, totaling \$1,150,000 if all extensions are exercised

REVIEWING COMMITTEE: (Reviewed by the Finance and Government Committee on 06/04/2024)

SUMMARY:

<u>Vendor Name</u>	<u>Annual Cost</u>	<u>Total Cost</u>
Pye Barker	\$230,000	\$1,150,000

PURPOSE OF REQUEST:

This annual contract will be for fire alarm monitoring and fire system inspection/repair services at City owned facilities. The TIPS Contract 24020301 includes services for kitchen hoods, fire panels/systems, fire sprinkler systems, extinguishers, and emergency lighting. The annual cost of *up to* \$230,000 takes into account increased maintenance expenses and repairs associated with keeping facilities in service as reflected in the funding history.

State Purchasing laws, Government Code, Chapter 271.102 authorize local governments to enter into joining contracts and cooperative agreements for the performance of governmental functions normally associated with the operation of government such as purchasing necessary materials and supplies.

The City approved a Cooperative Agreement with TIPS; whereby, the City could make use of all that entities agreement(s).

FUNDING HISTORY (2 to 3 yrs info):

	<u>Amount</u>	<u>Approval Date</u>	<u>Reason</u>
May 2021 – Apr 2022	\$177,311		Facilities
May 2022 – Apr 2023	\$136,005		Facilities
May 2023 – Apr 2024	\$164,582		Facilities - Inclusive of \$30,000 Change Order No. 1, to cover the expenses for inspections in April as TIPS decided to not exercise the

			final renewal term on the past Contract No. 210204
TOTAL:	\$477,898		

PROCUREMENT DETAILS:

Procurement Method: Cooperative

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	All Departments Operating Funds
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**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 06/18/2024

PRESENTER: Ray Riedinger, Facility Services Manager, General Services

TITLE: Purchase of a generator for the Emergency Operations Center (EOC) from Holt Cat through a Master Cooperative Agreement with Sourcewell. This is a one-time purchase in the amount of \$478,628.26 with a contingency of \$47,862.83 totaling \$526,491.09

REVIEWING COMMITTEE: (Reviewed by the Finance & Government Committee on 06/04/2024)

SUMMARY:

<i>Vendor Name</i>	<i>Total Cost</i>
Holt Cat	\$526,491.09

PURPOSE OF REQUEST:

The Emergency Operations Center (EOC) will be designated as an essential facility. This purchase of a Caterpillar 300KW Generator will ensure continued supply of electrical power and prevent the disruption of business operations in the event of a power outage.

The project consists of:

- Equipment & Labor - **\$468,844.80**
- Optional On-Site Fuel Tank Pressure Testing - **\$3,250.00**
- Bond Fee - **\$6,533.46**
- Contingency of 10% - **\$47,862.83**

Total – \$526,491.09

Chapter 271.102 of the Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization. In lieu of competitive bidding, items and services may be purchased through such agreements as the agreements have already been bid by the sponsoring entity or agency. The City of Grand Prairie has master inter-local cooperative agreements with various entities including Holt Cat.

PROCUREMENT DETAILS:

Procurement Method: Cooperative

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name: Municipal Facilities CIP Fund	405090 – 68300 - 02403103
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If Capital Improvement:					
Total Project Budget	\$526,491.09	Proposed New Funding:	\$0	Remaining Funding:	\$0



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 06/18/2024

PRESENTER: Zane King, Creative Producer, Epic Central

TITLE: Annual contract with Sole Source vendor OTL, Inc. for preventative and recurring maintenance of (\$92,472), feature stock inventory replacement (\$32,274), and expandable programming (\$90,000) for the Illuvia Water Fountain and show at Epic Central. This contract will be for one year, totaling \$214,746, with the option to renew for four additional one-year periods, for a total cost of \$1,102,302

REVIEWING COMMITTEE: (Reviewed by the Finance & Government Committee on 06/04/2024)

SUMMARY:

<u>Vendor Name</u>	<u>Annual Cost</u>	<u>Total Cost</u>
OTL Inc.	\$214,476	\$1,102,302

PURPOSE OF REQUEST:

This contract covers maintenance, component and fixture replacement part inventory, and expandable programming related to the Illuvia Water Fountain and Show at Epic Central.

Maintenance services include weekly maintenance and service requirements and ongoing recurring maintenance. Maintenance is complex and requires the use of a boat. Due to the investment made with the fountain and show, a routine preventive maintenance program ensures the water feature functions optimally and as scheduled.

Stock parts and inventory are needed to replace parts and components that are outside the scope of a warranty. These parts will only be purchased where and as needed.

This contract allows for production and programming pricing to integrate the expanded library of songs into the schedule of shows. Programming will be used as needed and as requested. Proposed uses include seasonal programming expansion and event-specific programming. The expandable programming elements allow the show to remain relevant and diverse throughout the year.

Local Government Code Chapter 252 provides an exemption from the competitive bid process when an item or service is available from only one source. OTL is the sole provider of preventative and recurring maintenance and programming for the Illuvia Water Fountain.

EXPENDITURE HISTORY (2 to 3 yrs info):

	<u>Amount</u>	<u>Approval Date</u>	<u>Reason</u>
Original Contract:	\$208,709	05/16/2023	One Year Contract - Expired
<u>TOTAL:</u>	\$208,709		

PROCUREMENT DETAILS:

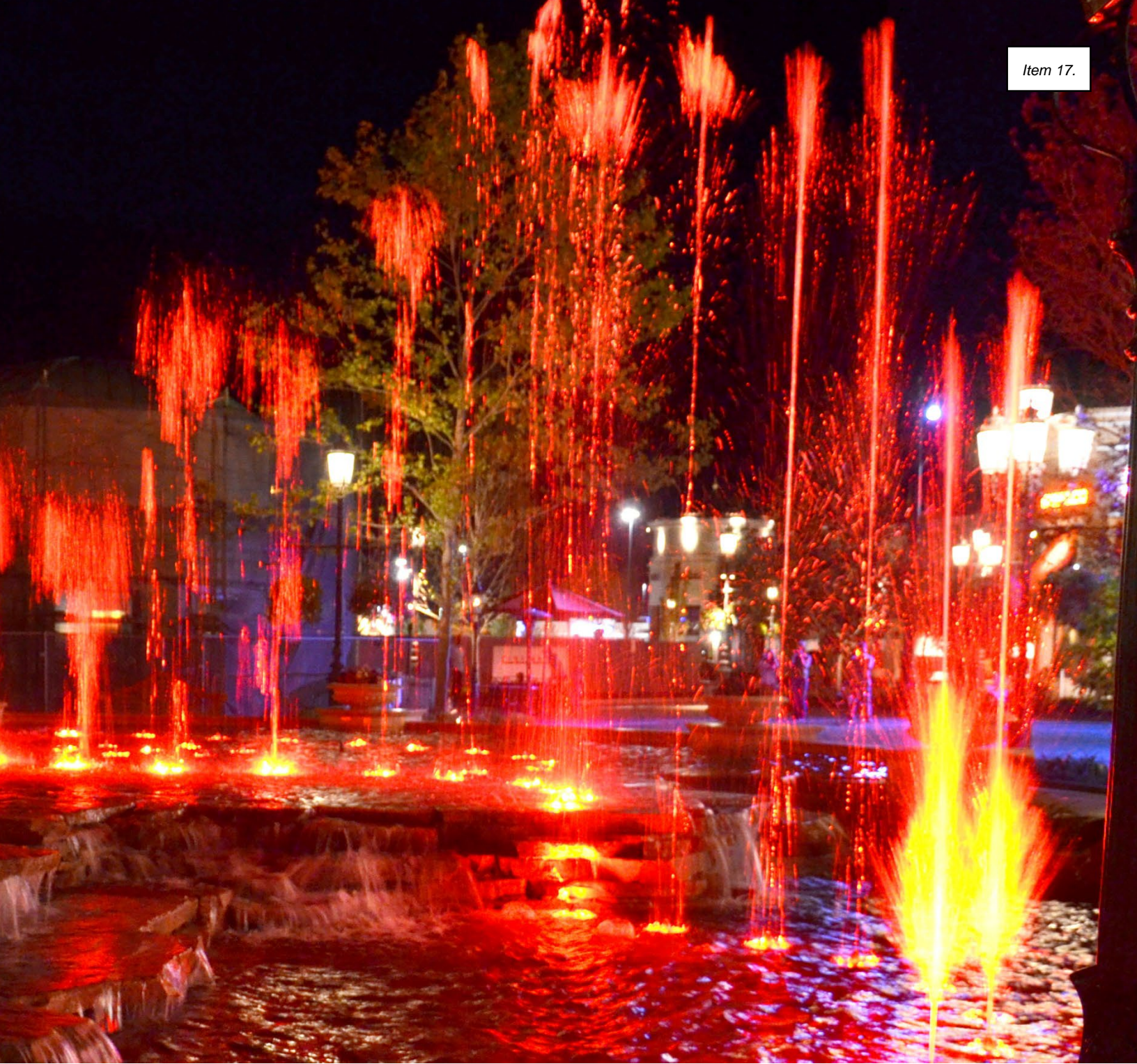
Procurement Method: Cooperative/Interlocal RFB/RFP Sole Source Professional Services Exempt

Local Vendor HUB Vendor

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	Epic Central Fund
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<u>Contract Term</u>	<u>Amount</u>	<u>Reason</u>
Initial Term	\$214,746	Current Request
Renewal #1 (Future)	\$217,518	
Renewal #2 (Future)	\$220,374	
Renewal #3 (Future)	\$223,314	
Renewal #4 (Future)	\$226,350	
TOTAL	\$1,102,302	



Fountain Show Programming Proposal – Additional Songs
EpicCentral Water Show – Grand Prairie, Texas

Prepared for: The City of Grand Prairie

Date: 5/22/2024

Prepared by: Tom Real

Client Contact: Zane King

Corporate Office

2150 S. Towne Centre Pl.
Suite 100
Anaheim, CA 92806

O: 714.637.4747

www.otl-inc.com

Regional Office

2550 Pacific Ave.
Suite 900
Dallas, TX 75226

O: 214.459.1730

Mr. Zane King
Creative Producer
EpicCentral
2960 Epic Place
Grand Prairie, TX 75052

Dear Zane:

Following up on our conversations regarding additional fountain show programming for the EpicCentral Water Show, I have discussed with our team the specifics for creating these new fountain shows. This proposal is based upon the current existing "holiday" shows already loaded into your feature. This proposal covers the requested ten (10) additional shows without any projection effects, along with one (1) additional show inclusive of the coordinated projection element. Our fee is based on the time it takes the programmer to create each customized show from scratch, troubleshoot each show with our tech services department, upload the shows to the system show controller, and make final adjustments for a seamless experience. Please look this over and give me a call if you have any questions.

I look forward to your thoughts and impressions.

Sincerely,



Tom Real
Vice President Engineering & Pre-Construction

cc: OTL - Wick Zimmerman/John Cunningham/Barry Caylor

Additional Show Fountain Programming Proposal
EpicCentral Water Show – Grand Prairie, Texas
May 22nd, 2024

Scope of Services

1. Create customized Water Show fountain programming, with fountain nozzles, lights and video projection (where identified) to be choreographed to select music arrangements.
2. Programming of songs will extend to the existing DMX-controlled bridge and site lighting elements, to the extent that said elements will receive our show signals.
3. Uploading of all Synchronorm® show files to our current show server, including (remote) adjustments to nozzle & light operations based on OTL review as well as Client input.
4. Uploading of new show schedules (as requested by Client) to our show server.

Assumptions & Qualifications

1. Song selections will be between 2:30 minutes and 4:00 minutes. If a desired song is longer, this may result in an adjustment to the fee noted below.
2. This proposal is for programming, uploading and fine-tuning of the fountain shows only. No previsualization videos of the fountain shows is included, as this process adds considerable additional work and we do not believe it to be necessary.
3. Uploading and scheduling of all new shows will be done remotely by OTL technicians.
4. Client shall provide all song files in .wav or .mp3 format. We prefer .wav format at 44,100 at 16 bit, in stereo.
5. An advance deposit of 25% shall be due upon receipt of the client-provided song files.

Exclusions

The following services shall be provided by Client (Zane King or others):

1. Suitable music files for all proposed shows in an acceptable format as noted above.
2. Music licensing and/or usage rights. Specifically excluded from this proposal are the procurement of any copyright clearances and/or licenses and licensing fees for the proposed music. There may be multiple clearances/licenses required, including but not limited to music rights, publishing rights, performance rights and synchronization licensing. While OTL does not perform these services, we can refer our clients to a firm that can provide research and clearance services and negotiate licensing fees.
3. Reimbursable expenses such as, but not limited to previsualization videos, printing, scanning, travel & lodging, renderings, or similar miscellaneous expenses.

Additional Fountain Show Programming Fee

Fountain Show Nozzles (1 ea @ \$3,800 \$/program):\$TBD
 Fountain Projection & Show Nozzles (1 ea @ \$7,000 \$/program):\$TBD
 Allowance \$90,000

Renewals

Year	Period	Program Nozzles	Program Projection & Nozzles
1	2024-2025	\$ 3,800.00	\$ 7,000.00
2	2025-2026	\$ 3,900.00	\$ 7,210.00
3	2026-2027	\$ 4,020.00	\$ 7,426.00
4	2027-2028	\$ 4,140.00	\$ 7,649.00
5	2028-2029	\$ 4,264.00	\$ 7,878.00

Additional Show Fountain Programming Proposal
EpicCentral Water Show – Grand Prairie, Texas
 May 22nd, 2024

This proposal is valid for 60 days. Should you find this document acceptable, please sign and return at your earliest convenience.

Outside the Lines, Inc.



John Cunningham
Vice President of Operations

5/22/2024

Date

City of Grand Prairie/EpicCentral

NAME
TITLE

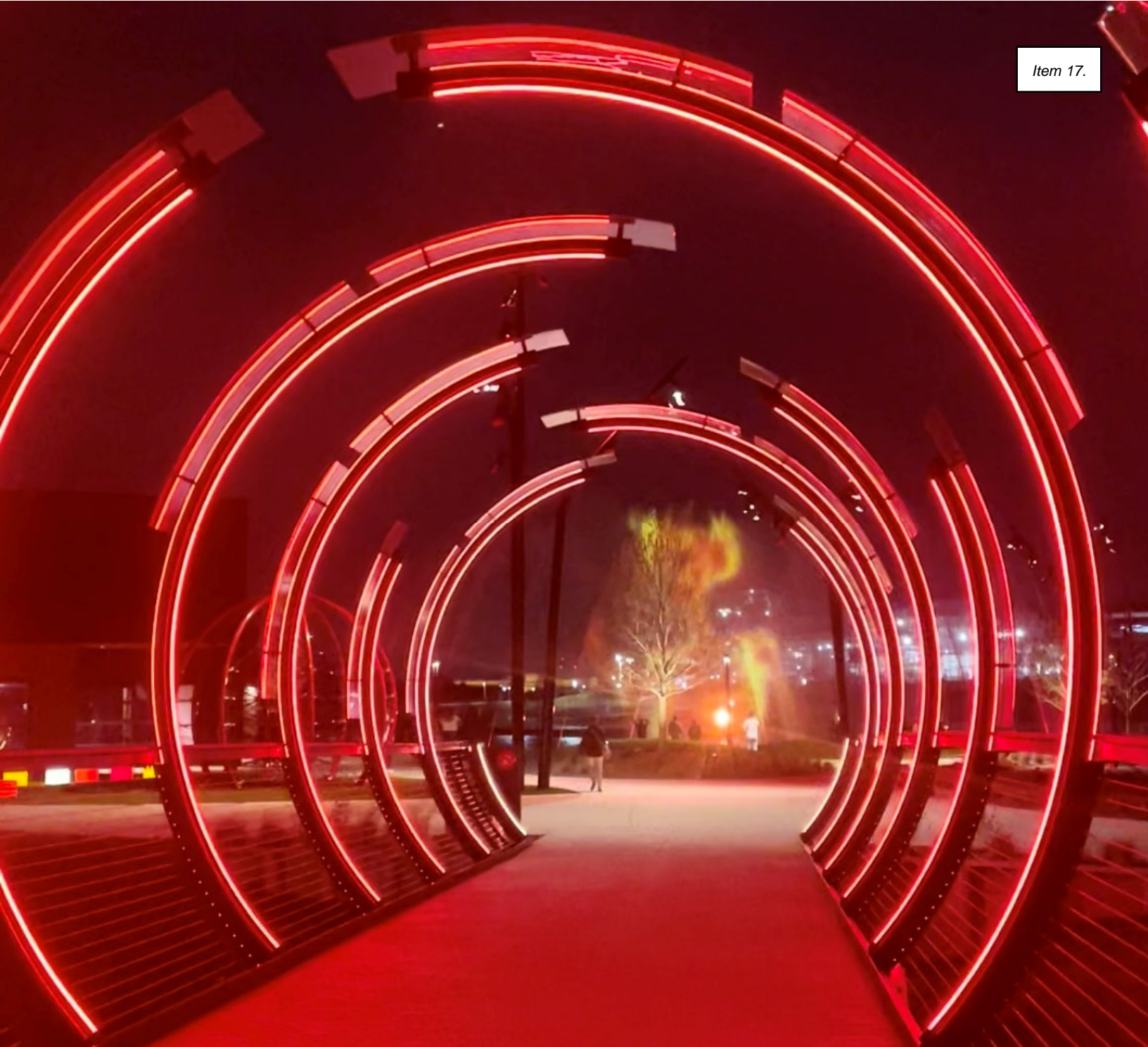
Date

Additional Show Fountain Programming Proposal
EpicCentral Water Show – Grand Prairie, Texas
May 22nd, 2024

Conditions of Bid Proposal

1. OTL has devoted time, money, and resources toward preparing this proposal in exchange for Client's express agreement that the parties shall have a binding contract consistent with the terms of this proposal and Client unconditionally and irrevocably accepts this proposal if it (A) in any way uses or relies on the proposal or information therein to prepare "Client's proposal" for the project at issue and Client is awarded a contract for the design; or (B) divulges the proposal or any information therein to others competing with OTL for the design.
2. Asking or allowing OTL to commence design will constitute acceptance by Client of this proposal. OTL and Client will execute a contract form acceptable to OTL to memorialize their agreement, supplemented and modified as provided by this proposal which shall be incorporated by reference into the final contract. In the event of any conflict between the terms of this proposal and any other documents stating terms of the final contract, this proposal shall govern.
3. All drawings, specifications and other documents and electronic data furnished by OTL to Client ("Work Product") are deemed to be instruments of service and OTL shall retain ownership and property interests therein provided, however, that OTL hereby grants Client, upon Client's payment to OTL of amounts properly due, a limited license to use the Work Product in connection with completing this Project.
4. OTL will not be required to name additional insureds to its general liability insurance policy, nor to waive subrogation for claims covered by workers' compensation or commercial general liability insurance. OTL shall maintain insurance with coverage and limits only as provided by OTL's existing insurance program evidenced by its certificate of insurance available on request.
5. Any indemnification or hold harmless obligation of OTL extends only to claims relating to bodily injury and property damage, and then only to that part or proportion of any claim caused by the negligence or intentional act of OTL, its subconsultants, their employees, or others for whose acts they may be liable. OTL shall not have a duty to defend.
6. This proposal is based on monthly payment in full for all design properly performed and excludes the withholding of any sums, either as a percentage of design performed or on a line item basis, pending completion of OTL's Design on the Project. Any contract requirement for withholding of sums based on a percentage of the design performed or on a line items basis shall result in an increase in the proposal price to be negotiated between OTL and Client.
7. OTL's schedule of values shall be used to determine progress payments. All sums not paid when due shall bear interest at the rate of 1½ % per month from due date until paid or the maximum rate permitted by law whichever is less; and all costs of collection, including a reasonable attorney's fee, shall be paid by Client. The proper venue to resolve any disputes arising under the contract shall be the place where the project is located, and the laws of said place shall govern all such disputes.
8. Payments are due within fifteen (15) days of the invoice date and OTL does not accept the risk of Client's receipt of payments from any source, and in no event will payments to OTL be based upon, or subject to, Client's receipt of payment for OTL's design. Should OTL's payment be delayed for any reason not the fault of or directly related to OTL's design, then OTL may suspend design after giving at least seven (7) days written notice to Client of the intent to suspend and the date of suspension.
9. OTL shall be entitled to equitable adjustments of the contract price for any modification of the project schedule differing from the proposal schedule, and for any other delays, acceleration, out-of-sequence design and schedule changes beyond its reasonable control, including but not limited to those caused by pandemic, fires, floods, acts of nature or government, wars, embargos, suspension of design for non-payment or as ordered by Client, or other delays caused by Client or others. Should design be delayed by any of the aforementioned causes for a period exceeding ninety (90) days, OTL shall be entitled to terminate the contract.
10. OTL is not responsible for special, incidental, or consequential damages and OTL's liability for delay damages shall not exceed 5% of the original contract amount.
11. Neither party shall assign the contract, in whole or in part, without the written consent of the other.
12. Regardless of any language to the contrary contained in a waiver, waivers of lien shall exclude unbilled changes, billed and unpaid changes, and claims which have been asserted in writing or which have not yet become known to OTL, and shall either apply only through the date of design for which OTL has been paid in full, or shall be conditional upon receipt of funds to OTL's account.

Additional Show Fountain Programming Proposal
EpicCentral Water Show – Grand Prairie, Texas
 May 22nd, 2024



Maintenance Proposal

Epic Central Fountain – Grand Prairie, Texas

Prepared for: The City of Grand Prairie

Date: May 22nd, 2024

Prepared by: John Cunningham

Client Contact, Creative Director:

Mr. Zane King

Epic Central

2960 Epic Place

Corporate Office

2150 S. Towne Centre
Place
Suite 100
Anaheim, CA 92806

O: 714.637.4747

www.otl-inc.com

Regional Office

2550 Pacific Avenue
Dallas, TX 75226
O: 214.459.1730

Mr. Zane King, *Creative Producer*

Epic Central

2960 Epic Place

Grand Prairie, TX 75052

Zane:

I am pleased to submit this proposal for annual maintenance of the show fountain at Epic Central. OTL has enjoyed working with your team to design and build this project and looks forward to continuing to work with you all to ensure that the fountain is maintained to run at peak performance for years to come. Please find the attached maintenance proposal, which reflects a 12-month term for maintenance.

Should you have any questions, or if there is anything further, we can provide in support of this endeavor, please do not hesitate to give us a call.

Sincerely,



John Cunningham

Vice President Operations

cc: OTL – Billy Johnston/Barry Caylor/Tom Real/Jerry West/Project File

SCOPE OF WORK

A. Scope of Work: Except for that labor and materials expressly excluded below, OTL proposes to furnish the following labor and materials (collectively "Work") for the Project:

- ✓ Two site visits per week.
- ✓ Approximately one boat-use visit per month (will vary, based on needs), including the launch and re-trailer of the boat on each use.
- ✓ Check pressurized air equipment as well as maintain filter media as necessary.
- ✓ Provide periodic mechanical component service per the respective manufacturer's recommendations.
- ✓ Visually inspect, clean, and adjust nozzles and LED lighting for:
 - Loose bolts, nuts, screws, etc.
 - Debris interference
 - Power and communication cable connections
 - Perform diagnostic testing of DMX controlled pumps and equipment as required.
 - Monitoring of the show systems fault and operating codes
 - Clean LED lenses as required.
- ✓ Visually inspect controls and devices within the MCC for signs of unusual or premature wear and tear. It should be noted that any repairs to or replacement of devices inside the MCC will have to be done by a qualified person and/or an electrician.
- ✓ Adjustments to the Programmable Logic Controller (PLC) and show programming (nozzle sequencing and lighting color schemes) will initially be done onsite and then remotely via the show system's ethernet connection – additional programming will be done per the current OTL rate sheet with prior approval.
- ✓ OTL equipment warranty period is 1 year.
- ✓ Requested attic stock annual budget will not impact the first year due to warranty.

General Exclusions: The Work to be provided by OTL expressly excludes the following*:

1. Cost/Supply of water and power
2. Repairs or replacement of items on-site not installed by OTL.
3. Equipment and material repairs that fall outside of our warranty.
4. Delivery and removal of boat from the site to be done by City; OTL will launch and re-trailer the boat each scheduled visit (approx. monthly).
5. Periodic service of the air compressor – we will monitor the systems, secure prior approval and schedule these as required.
6. Periodic service and fuel costs for the boat; OTL secured a 36-month maintenance program from boat vendor for the City at no additional cost.
7. All water quality management of lake water.
8. Major surface cleaning due to hard water scaling (beyond what is addressed by the 2 weekly visits)
9. Service or draining of the lake for 1) required because of flooding, vandalism (e.g., soaping), windstorm, washout, etc., and 2) required for equipment repairs.
10. Security of the site including the projection enclosure and the pump room, repair of damages caused by the public, pets, varmints, etc.
11. Additional services beyond the scheduled service visits referenced above and made at your request will be charged per the attached rate sheet for all required items.

Qualifications: The Bid Amount included herein is specifically qualified based on the following:

1. Additional services beyond the scheduled service visits (made at the client's request) will require 48 hours' notice and will be billed in accordance with the OTL Standard Billing Rates in effect at the time the work is completed. The current rate sheet is provided as an attachment.
2. Service as a result of flooding, vandalism, windstorm, washout, etc., will be considered extra work, and, if authorized, will be charged as extra services.
3. Programming of new/additional songs will be performed by OTL upon request for an additional cost.
4. The price quoted herein is valid for a period of one year, and may be adjusted as mutually agreed
5. The proposal is based on open-shop and non-prevailing wage rates.

- 6. All work will be performed during normal working hours.
- 7. OTL reserves the right to negotiate the terms and conditions of any proposed contract documents.

Maintenance


One (1) Year of Maintenance:..... \$92,472

- Monthly amount:..... \$7,706/month
- Add for attic stock, annual budget :..... \$32,274

Subtotal..... \$124,746

This proposal is valid for 30 days. Should you find this document acceptable, please sign and return at your earliest convenience.

Outside the Lines, Inc.



John Cunningham
Vice President of Operations

5/22/2024
Date

City of Grand Prairie

NAME
TITLE

Date

Renewals

Year	Period	Monthly	Yearly
1	2024-2025	\$ 7,706.00	\$ 92,472.00
2	2025-2026	\$ 7,937.00	\$ 95,244.00
3	2026-2027	\$ 8,175.00	\$ 98,100.00
4	2027-2028	\$ 8,420.00	\$ 101,040.00
5	2028-2029	\$ 8,673.00	\$ 104,076.00

Maintenance Proposal
Epic Central Fountain – Grand Prairie, Texas
 May 22nd, 2024

OTL Billing Rate Schedule - 2024

Classification	Hourly Rate
Principal	\$395.00
Project Executive	\$300.00
Director of Engineering	\$285.00
Manager Technical Services	\$250.00
Project Manager / Estimator	\$215.00
CAD Manager	\$185.00
Project Engineer	\$170.00
Field Superintendent - Nonunion	\$175.00
Fountain Maintenance Technician - Nonunion	\$150.00
Artisan - Nonunion	\$165.00
Construction Technician/Plumber - Nonunion	\$155.00
BIM/ 3D Modeling	quoted per project
Mock-ups, Templates & Fabrication	quoted per project
Administrative & Clerical Support	\$125.00

- ✓ All time and mileage will be billed portal-to-portal.
- ✓ Rates are based on normal working hours and straight time. Off-hour work will incur additional costs including shift work and/or overtime.
- ✓ Overtime rates are 1½ times the rates listed above for anything over 8 hours Monday through Friday and for 8 hours on Saturday. Hours more than 8 on Saturday and any hours on Sunday or holidays will be double-time and billed at 2 times the rate. Overtime rates may be invoiced based on accumulated hours worked by employees during the current pay period, even if the service requested is during “normal” business hours. Every effort will be made at the time of client requested service calls to schedule personnel during time periods which do not result in overtime billings.
- ✓ Rates for field personnel include hand tools with a replacement value of \$300 or less.
- ✓ OTL pickup trucks will be billed at \$195 per day in whole day increments, other vehicles will be billed at \$ 0.95/mile.
- ✓ OTL owned equipment will be billed at 80% of the rate charged by a local rental company plus fuel and consumables.
- ✓ All materials, rental equipment, and Travel expenses (airfare, hotel, rental car, meals, etc.) will be billed at actual cost plus 25%.
- ✓ All outside services including subcontractors, consultants and testing will be billed at actual cost plus 15%.

TERMS AND CONDITIONS

1. **Proposal/Contract Documents.** The documents that comprise Outside the Lines, Inc.'s ("OTL") Proposal/Contract consists of Pages 1 and 2 of the Proposal/Contract and the Attachments referenced therein (collectively the "Proposal/Contract Documents"). The Attachments, including these Terms and Conditions are expressly incorporated into the Proposal/Contract by this reference as though fully set forth in the body of the Proposal/Contract. Despite language in any bid documents or bid instructions to the contrary, the Proposal/Contract Documents shall take precedence over, supersede and replace all conflicting terms and conditions set forth in all documents that comprise the bid instructions or the bid documents, including those terms and conditions set forth in all appendices, exhibits, addendums, amendments, form subcontracts and modifications that are referred to, incorporated into or attached thereto. Should Client instruct OTL to proceed with its Work without signing the Proposal/Contract, Client will have agreed that the terms and conditions set forth in the Proposal/Contract Documents are binding upon Client and those who succeed to Client's interest.

2. **Plans and Specifications, Scope of Work and Warranty.** The plan sheets ("Plans") and the specification sections ("Specifications") pursuant to which OTL'S Work will be generally furnished are those identified in Attachment 1 and no others. OTL makes no representation or warranty as to the accuracy or compliance of the Plans and Specifications (described in Attachment 1)(or any other plans, drawings, specifications, reports, explorations and/or tests that may be furnished to OTL) with any applicable code, regulation and/or law, or the conditions of the Project.

For the Bid Amount, OTL will furnish that labor and materials identified in Attachment 1 (collectively "Work"). Unless expressly included as part of OTL'S Work, OTL shall not be responsible for: (i) any engineering or design with respect to the Work, and if included as part of OTL'S Work, OTL shall only be responsible for the engineering or design that it has contracted to provide by way of the Agreement and no other; (ii) the cost to obtain the permits and fees necessary to perform the Work—instead, the costs of such permits and fees shall be paid by Client or the Owner; and (iii) payment and performance bonds.

The performance of OTL'S Work will be in compliance with industry standards and applicable building codes as they may apply to OTL'S specific trade and will be evaluated by Client and the Owner and their representatives and agents and any trier-of-fact on a "reasonableness standard." Maintenance work provided by OTL is not warranted or guaranteed in any manner other than to be completed to industry standards referenced above. Notwithstanding anything to the contrary, OTL shall only guaranty and warranty the installation of any new parts or equipment, if included in the Work ("Warranty") for a period of one (1) year from the date ("Warranty Period") its Work is substantially completed and in no event for more than one year from the date of first occupancy or beneficial use by the Owner or OTL's Client and OTL must be provided a reasonable opportunity to inspect and make corrections, or such warranty claims are barred. OTL agrees to perform warranty work within a reasonable amount of time after receipt of written notification from Client. Within the Warranty Period, OTL will repair or replace at its cost its Work that proves to be defective. OTL will have no obligation to repair or replace its Work if damaged by others, unless it is paid for performing such work. THIS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY OTL.

3. **Schedule and Performance.** After the Proposal/Contract has been signed by Client and OTL, or should Client direct OTL to proceed with its Work without signing the Proposal/Contract, Client and OTL will meet to discuss and agree on the method for OTL'S Work to be scheduled, performed and monitored, as well as the schedule to which OTL'S Work shall be performed ("Work Schedule"). OTL does not agree to comply with any schedule that may have been provided with the bid instructions or bid documents. OTL'S Work shall be performed Monday through Friday in a single eight-hour day light shift (holidays excluded), unless compensation for over-time is paid.

4. **Change Events.** Should any of the following events occur (collectively referred to herein as "Change Events"), the Work Schedule shall be extended by two (2) work days for each work day lost, and if OTL will incur additional costs as a result of a Change Event, the Bid Amount shall be increased by the cost of the additional labor, materials and/or equipment that OTL may provide as a result of such Change Event, and at OTL'S election, all Change Events shall be priced lump sum or at cost plus twenty percent (20%): (i) the Plans and Specifications contain ambiguities and/or discrepancies that impact or affect OTL'S Work in any way; (ii) Client or others (including any governing body) make alterations or changes to the Plans and Specifications or to the Work Schedule, or OTL is required to change its Work or to provide additional work and/or materials; (iii) OTL'S Work is suspended, delayed, disrupted and/or accelerated by the acts or omissions of Client or others; (v) after commencement of its Work, OTL'S or its lower-tiered trade's cost to purchase materials or insurance or to pay for labor increases; and/or (vi) for any other reason beyond OTL'S control. OTL shall be entitled to bill for the labor, material and equipment it has furnished with respect to a Change Event along with its next progress bill, and Client shall pay for all such Change Event work along with the next payment to be made to OTL.

Maintenance Proposal
Epic Central Fountain – Grand Prairie, Texas
 May 22nd, 2024

5. **Bid Amount and Schedule of Payment.** The compensation to be paid to OTL for its Work (the "Bid Amount") is identified on page Proposal Contract and is subject to increase as a result of Change Events (discussed above). Maintenance work will be billed monthly in advance on the 1st of each month and is due and 100% payment is due by the 15th of the month. If the Work to be performed by OTL includes the installation or replacement of any parts or equipment, that work will be included with the maintenance billing on the 1st of the month following that in which it was done. If the installation or replacement of any parts or equipment to be performed by OTL is not substantially completed during the month, OTL will submit progress payment applications to Client for payment of the work (discussed above) that OTL has and will furnish during that calendar month. Payment for installation or replacement of any parts or equipment is due by the 15th of the month following that work with no deduction for retention. Payments to OTL shall not be: (i) withheld, postponed, or contingent upon receipt by Client of payment from the Owner, a lender or higher-tiered contractor, or any offsetting reimbursements or credits from other parties; (ii) withheld, reduced or subject to unilateral discounting, backcharges or set-offs by the Client and payment is due by the Progress or Final Payment Due Date regardless of the suspension or termination of this Proposal/Contract by either party; or (iii) withheld for any other reason unless OTL has been found by a trier-of-fact to be legally liable.

Waivers and releases to be provided to Client to receive payment, shall be on the form required by California statute, and shall be given in accordance with that statute. Provided OTL has been paid for the work, materials and/or equipment that is the subject of any notice of lien that may be recorded against the Project through OTL, OTL shall within thirty (30) days of its receipt of written notice from Client, cause the notice of lien to be removed or bond around the same. Joint checks shall not be issued by Client unless OTL fails to provide an unconditional release for a previous period for which OTL has previously received full payment or a mutually agreed upon joint check agreement has been executed by both parties.

In the event OTL is not paid as required by this Proposal/Contract or should Client fail to perform any obligation required of it under the Proposal/Contract or commit any act or omission whereby OTL is prevented from performing its Work, OTL may, at its option: (i) immediately suspend, delay or otherwise refrain from performing any further Work and Client shall pay OTL the actual costs that OTL incurs as a result of such suspension, plus a twenty percent (20%) markup on such costs and expenses, and neither OTL nor its sureties, subcontractors or suppliers shall be liable for any delays and/or damages that Client may suffer as a result of the suspension or stopping of Work; (ii) terminate the Proposal/Contract upon five (5) days written notice to Client, and Client shall pay OTL the actual cost that OTL incurred for Work furnished prior to the termination date plus a markup of twenty percent (20%), plus a fee of fifteen percent (15%) of the value of Work incomplete as of the date of termination, as well as all other costs and expenses that OTL incurs as a result of Client's default; and/or (iii) pursue any other right or remedy available to OTL under the Proposal/Contract or applicable law. Client shall also pay OTL a finance charge of one and one-half percent (1 1/2%) per month on all past due invoices. OTL shall be entitled to collect from Client in addition to any judgment or settlement sums due, reasonable attorney's fees, court costs and expenses incurred by OTL in connection with the collection of amounts due, as well as the reasonable value of OTL'S time and expenses spent in connection with such collection action, computed at OTL'S prevailing hourly rates. The laws of the state where the Project is located shall govern the terms and conditions of the Proposal/Contract and any litigation shall occur where the Project is located.

6. **Notices.** All notices OTL is required or permitted to give to Client under the Proposal/Contract may be given by depositing the same in the United States mail addressed to Client at the address in the Proposal/Contract or by facsimile. The foregoing will not be deemed to preclude the use of other means of notification or to invalidate any notice given by any such other means. All days referred to in the Proposal/Contract for notice will mean business days and all notices will be given in writing. Except in the event of an emergency (in which event OTL will be given forty-eight (48) hours to cure or commence and continue to cure) all notice provisions in the Proposal/Contract shall be 3 business days' notice.
7. **Insurance, Indemnity, and Limitation on Liability.** OTL will provide the following insurance coverages and policy limits: (1) Commercial general liability— \$2,000,000 per occurrence and \$4,000,000 general aggregate; (2) Automobile liability— \$1,000,000 combined single limit each occurrence; and (3) Workers compensation— the statutory minimum. The commercial general liability coverage to be provided by OTL will apply to bodily injury and/or the damage to the property of others caused by the wrongful acts, omissions and/or negligence of OTL. In the event an additional insured endorsement is required, such additional insured coverage will be limited to Client, and no other person or entity, and will be provided on a form offered by OTL'S insurance carrier. Wrap-up (OCIP, CCIP, etc.) participation is EXCLUDED. Should Client require OTL to participate in a Controlled Insurance Program ("wrap-up") it shall be subject to the ASA Wrap-Up Insurance Bid Conditions (2016) which can be provided upon request.

OTL'S and its subcontractors' and suppliers' total aggregate liability to Client, any higher-tiered contractor, the owner or any architect or engineer, as well as such parties' respective officers, directors, members, employees, agents, consultants, licensees, tenants assignees or others (collectively "Client parties") for claims brought or filed against OTL or any of its subcontractors and suppliers (including, but not limited to, direct and indirect claims for bodily injury, property damage and consequential damages, costs, suits, judgments, expenses, attorneys' fees and other professional fees-- collectively "claims"), shall be limited to the proceeds the Client parties receive, if any, from

or under the insurance to be provided for or by OTL, and nothing more. This limitation on liability shall be treated as liquidated and not as a penalty, and this liability shall be exclusive. Under no event or circumstance shall the Client parties seek damages in excess of the insurance proceeds discussed above, whether directly or indirectly through suits with other parties who may join OTL and/or its subcontractors and suppliers as third-party defendants. Should any of the Client parties make, bring or pursue a claim against OTL or any of its subcontractors and/or suppliers for amounts which exceed the insurance proceeds available or which fall outside of the coverages provided, Client shall indemnify, defend and hold OTL and its subcontractors and suppliers harmless, of and from all such claims. Client's indemnity obligation hereunder shall survive the completion of the work under the Proposal/Contract and/or any termination of the Proposal/Contract. Additionally, OTL'S work in connection with the project shall not subject OTL'S employees, members, managers, officers or directors to any personal legal exposure as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against OTL.

8. **General Provisions.** The Proposal/Contract Documents: (i) represent the entire and integrated Proposal/Contract between Client and OTL; (ii) supersedes all prior negotiations, representations or Proposal/Contracts, whether written or oral; and (iii) shall be binding upon Client and OTL. Client shall not assign the Proposal/Contract or any of Client's rights or obligations hereunder without the prior written consent of OTL, which consent may be withheld for any reason. Nothing contained in the Proposal/Contract shall create a contractual relationship or a cause of action in favor of a third party against OTL. The individuals executing the Proposal/Contract warrant that they have read and understand its provisions, and that they are authorized to bind the parties for which they sign.



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 06/18/2024

PRESENTER: Ray Cerda, Director Parks, Arts and Recreation

TITLE: Construction contract with Cole Construction, Inc. for National Fitness Campaign (NFC) Courts construction in the amount of \$586,855.38 plus a 10% contingency in the amount of \$58,685.00 for a total project cost of \$645,540.38

REVIEWING COMMITTEE: (Reviewed by Finance and Government Committee on 06/04/2024)

SUMMARY:

<i>Vendor Name</i>	<i>Total Cost</i>
Cole Construction, Inc.	\$ 586,855.38

PURPOSE OF REQUEST:

Site construction for the NFC Courts at five locations (Epic Central, Charley Taylor Park, Fish Creek Linear Park, Freedom Park, and Mi Familia Park), including earthwork, soil conditioning, concrete pads, concrete sidewalk connections, site furnishings, and landscape and irrigation. The work for the sixth site (Tyre Park), is included in the Tyre Park Phase II project and not part of this request. This request also includes the installation of the NFC fitness equipment at all six sites. Notice of bid #24110 was advertised in the Fort Worth Star Telegram and PlanetBids. The base bid amount from Cole Construction, Inc. was \$586,855.38; plus a 10% contingency in the amount of \$58,685 for a project total of \$645,540.38.

PROCUREMENT DETAILS:

Procurement Method: RFB

Number of Responses: 4 RFB #: 24110

Selection Details: Low Bid Best Value

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	Parks CIP Fund
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ATTACHMENTS / SUPPORTING DOCUMENTS:

1- Bid Summary



Evaluation Score Card
 Fitness Courts City Wide
 RFB#: 24110

		RLM EarthCo, Inc. Fort Worth, TX	AZUL Valley Construction Grand Prairie, TX	Cole Construction Fort Worth, TX	Fast General Contracting N Richland Hills, TX	Aston Mixed Use Holdings, LLC Dallas, TX
Evaluation Criteria	Maximum Score	Score	Score	Score	Score	Non-responsive
Bid Price	20.00	16.48	12.86	20.00	18.10	
Experience with Municipalities	20.00	18.67	10.67	20.00	12.00	
Related project specific experience	20.00	18.67	10.67	20.00	13.33	
Firm and staff availability	10.00	9.33	4.00	9.33	6.67	
Project approach with respect to multiple sites	20.00	14.67	6.67	17.33	9.33	
Workload and projected completion	10.00	10.00	4.00	10.00	4.00	
Total	100.00	87.81	48.86	96.67	63.43	
Complete and accurate bid		✓	✓	✓	✓	
Notes						non-responsive

Bid Tabulator: Chantel L. Winfield
 Bid Open Date: Wednesday, May 15, 2024

Bids were publically opened and read at the City of Grand Prairie Office of the Purchasing Division at the time indicated above. The bid tabulation has been verified, by tabulator, as accurate based on the Unit Cost presented by each bidder.



Bid Tabulation
Fitness Courts City Wide
RFB#: 24110

				RLM EarthCo, Inc.		AZUL Valley Construction		Cole Construction		Fast General Contracting		Astons Mixed Use Holdings, LLC	
				Fort Worth, TX		Grand Prairie, TX		Fort Worth, TX		N Richland Hills, TX		Dallas, TX	
Item	Description	QTY	UOM	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1	Concrete Foundation (Standard Fitness Court) (38'x38')	3	EA	\$ 20,307.66	\$ 60,922.98	\$ 28,620.00	\$ 85,860.00	\$ 11,938.33	\$ 35,814.99	\$ 25,125.00	\$ 75,375.00	Non-Responsive	
2	Concrete Foundation (Studio Court Variation) (28'x72.75')	2	EA	\$ 34,707.00	\$ 69,414.00	\$ 39,629.00	\$ 79,258.00	\$ 20,339.35	\$ 40,678.70	\$ 42,000.00	\$ 84,000.00		
3	Installation of Fitness Court (Standard Variation)	4	EA	\$ 16,828.50	\$ 67,314.00	\$ 12,500.00	\$ 50,000.00	\$ 32,530.12	\$ 130,120.48	\$ 10,000.00	\$ 40,000.00		
4	Installation of Fitness Court (Studio Variation)	2	EA	\$ 25,590.00	\$ 51,180.00	\$ 16,250.00	\$ 32,500.00	\$ 41,566.27	\$ 83,132.54	\$ 15,000.00	\$ 30,000.00		
4a	General Mobilization	5	EA	\$ 9,210.60	\$ 46,053.00	\$ 51,618.00	\$ 258,090.00	\$ 6,334.36	\$ 31,671.80	\$ 32,465.76	\$ 162,328.80		
5	Select Fill for Embankment (Fill Volume)	1100	CY	\$ 78.72	\$ 86,592.00	\$ 45.75	\$ 50,325.00	\$ 73.45	\$ 80,795.00	\$ 52.50	\$ 57,750.00		
6	Concrete Sidewalk	629	SY	\$ 65.13	\$ 40,966.77	\$ 144.93	\$ 91,160.97	\$ 68.25	\$ 42,929.25	\$ 118.64	\$ 74,624.56		
7	Aluminum Perimeter Fence	120	LF	\$ 98.10	\$ 11,772.00	\$ 40.00	\$ 4,800.00	\$ 184.67	\$ 22,160.40	\$ 116.77	\$ 14,012.40		
8	Aluminum Fence Gate	1	EA	\$ 1,218.00	\$ 1,218.00	\$ 5,500.00	\$ 5,500.00	\$ 1,748.18	\$ 1,748.18	\$ 707.50	\$ 707.50		
9	Park Bench-Charlie Taylor Site	2	EA	\$ 3,811.00	\$ 7,622.00	\$ 1,200.00	\$ 2,400.00	\$ 2,960.34	\$ 5,920.68	\$ 2,450.00	\$ 4,900.00		
9b	Park Bench-Epic Site	2	EA	\$ 3,329.00	\$ 6,658.00	\$ 1,200.00	\$ 2,400.00	\$ 2,905.25	\$ 5,810.50	\$ 2,911.25	\$ 5,822.50		
9c	Park Bench-Mi Familia Site	2	EA	\$ 2,687.50	\$ 5,375.00	\$ 1,200.00	\$ 2,400.00	\$ 2,107.21	\$ 4,214.42	\$ 2,315.00	\$ 4,630.00		
10	Block Sod (Bermuda Grass)	14,568	SF	\$ 2.12	\$ 30,884.16	\$ 0.62	\$ 9,032.16	\$ 1.45	\$ 21,123.60	\$ 1.94	\$ 28,261.92		
11	Tree Protection	7	EA	\$ 179.71	\$ 1,257.97	\$ -	\$ -	\$ 681.28	\$ 4,768.96	\$ 187.50	\$ 1,312.50		
12	4" PVC Pipes (Storm Drain)	18	LF	\$ 58.33	\$ 1,049.94	\$ -	\$ -	\$ 58.01	\$ 1,044.18	\$ 40.63	\$ 731.34		
13	Remove & Reset Signs	3	EA	\$ 336.33	\$ 1,008.99	\$ 550.00	\$ 1,650.00	\$ 623.41	\$ 1,870.23	\$ 625.00	\$ 1,875.00		
14	Site Preparation	6,041	SY	\$ 20.44	\$ 123,478.04	\$ 22.22	\$ 134,231.02	\$ 4.20	\$ 25,372.20	\$ 3.38	\$ 20,418.58		
15	Stabilized Construction Entrance	5	EA	\$ 2,441.20	\$ 12,206.00	\$ 1,500.00	\$ 7,500.00	\$ 1,668.25	\$ 8,341.25	\$ 3,250.00	\$ 16,250.00		
16	Concrete Washout	5	EA	\$ 700.80	\$ 3,504.00	\$ 500.00	\$ 2,500.00	\$ 250.74	\$ 1,253.70	\$ 375.00	\$ 1,875.00		
18	Silt Fence	1,085	LF	\$ 3.85	\$ 4,177.25	\$ 5.07	\$ 5,500.95	\$ 8.97	\$ 9,732.45	\$ 6.88	\$ 7,464.80		
19	Remove and Dispose of Existing Concrete	167	SY	\$ 69.48	\$ 11,603.16	\$ -	\$ -	\$ 18.54	\$ 3,096.18	\$ 30.00	\$ 5,010.00		
20	Remove and Reset Disc Golf Cage	1	EA	\$ 1,025.00	\$ 1,025.00	\$ -	\$ -	\$ 647.06	\$ 647.06	\$ 1,250.00	\$ 1,250.00		
21	Remove Landscape Edge	80	LF	\$ 12.81	\$ 1,024.80	\$ -	\$ -	\$ 5.02	\$ 401.60	\$ 10.00	\$ 800.00		
22	Remove Planter	1	EA	\$ 1,025.00	\$ 1,025.00	\$ -	\$ -	\$ 773.76	\$ 773.76	\$ 1,500.00	\$ 1,500.00		
23	Mexican Feathergrass	257	EA	\$ 40.43	\$ 10,390.51	\$ 50.51	\$ 12,981.07	\$ 43.54	\$ 11,189.78	\$ 48.75	\$ 12,528.75		
24	Steel Edging	7	LF	\$ 11.79	\$ 82.53	\$ -	\$ -	\$ 84.07	\$ 588.49	\$ 11.25	\$ 78.75		
25	Irrigation (Spray, Drip, Temp)	15,540	SF	\$ 0.79	\$ 12,276.60	\$ 1.85	\$ 28,749.00	\$ 0.75	\$ 11,655.00	\$ 1.19	\$ 18,492.60		
Base Bid Total					\$ 670,081.70		\$ 866,838.17		\$ 586,855.38		\$ 672,000.00		
Alt 1	Standard Fitness Court Shade Structure Fish Creek Linear Park - USA Shade or approved equal. Brand:	1	EA	\$ 72,411.00	\$ 72,411.00	\$ 78,951.00	\$ 78,951.00	\$ 41,260.24	\$ 41,260.24	\$ 37,242.53	\$ 37,242.53		
Alt.1a	Shade Structure Foundation Fish Creek Linear Park	1	EA	\$ 6,072.00	\$ 6,072.00	\$ 31,508.00	\$ 31,508.00	\$ 16,340.51	\$ 16,340.51	\$ 24,305.63	\$ 24,305.63		
Alt.1b	Standard Fitness Court Shade Structure Freedom Park - USA Shade or approved equal. Brand:	1	EA	\$ 72,410.00	\$ 72,410.00	\$ 78,951.00	\$ 78,951.00	\$ 41,260.24	\$ 41,260.24	\$ 37,242.53	\$ 37,242.53		
Alt.1c	Shade Structure Foundation Freedom Park	1	EA	\$ 6,072.00	\$ 6,072.00	\$ 31,508.00	\$ 31,508.00	\$ 18,176.94	\$ 18,176.94	\$ 24,305.63	\$ 24,305.63		
Alt.1d	Standard Fitness Court Shade Structure Mi Familia Park - USA Shade or approved equal. Brand:	1	EA	\$ 72,410.00	\$ 72,410.00	\$ 78,951.00	\$ 78,951.00	\$ 41,260.24	\$ 41,260.24	\$ 37,242.53	\$ 37,242.53		
Alt.1e	Shade Structure Foundation Mi Familia Park	1	EA	\$ 6,072.00	\$ 6,072.00	\$ 31,508.00	\$ 31,508.00	\$ 18,176.94	\$ 18,176.94	\$ 24,305.63	\$ 24,305.63		
Alt.1f	Standard Fitness Court Shade Structure Tyre Park - USA Shade or approved equal. Brand:	1	EA	\$ 72,410.00	\$ 72,410.00	\$ 78,951.00	\$ 78,951.00	\$ 41,260.24	\$ 41,260.24	\$ 37,242.53	\$ 37,242.53		
Alt.1g	Shade Structure Foundation Tyre Park	1	EA	\$ 6,072.00	\$ 6,072.00	\$ 31,508.00	\$ 31,508.00	\$ 18,176.94	\$ 18,176.94	\$ 24,305.63	\$ 24,305.63		
Alt.1h	Studio Court Shade Structure Charlie Taylor - USA Shade or approved equal. Brand:	1	EA	\$ 132,450.00	\$ 132,450.00	\$ 107,421.00	\$ 107,421.00	\$ 78,836.14	\$ 78,836.14	\$ 75,819.41	\$ 75,819.41		
Alt.1i	Shade Structure Foundation Charlie Taylor	1	EA	\$ 6,985.00	\$ 6,985.00	\$ 47,262.00	\$ 47,262.00	\$ 29,989.46	\$ 29,989.46	\$ 42,385.31	\$ 42,385.31		
Alternate 1 Total					\$ 453,364.00		\$ 596,519.00		\$ 344,737.89		\$ 364,397.36		
Alt. 2	Studio Court Shade Structure Epic Central - USA Shade or approved equal. Brand:	1	EA	\$ 132,450.00	\$ 132,450.00	\$ 107,421.00	\$ 107,421.00	\$ 78,836.14	\$ 78,836.14	\$ 71,159.48	\$ 71,159.48		
Alt. 2a	Shade Structure Foundation Epic Central	1	EA	\$ 6,985.00	\$ 6,985.00	\$ 47,262.00	\$ 47,262.00	\$ 29,989.46	\$ 29,989.46	\$ 42,385.31	\$ 42,385.31		
Alternate 2 Total					\$ 139,435.00		\$ 154,683.00		\$ 108,825.60		\$ 113,544.79		
Total including Alternates					\$ 1,262,880.70		\$ 1,618,040.17		\$ 1,040,418.87		\$ 1,149,942.15		



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 06/18/2024

PRESENTER: Ray Cerda, Director of Parks Arts and Recreation

TITLE: Consent to sublease agreement between Lynn Creek SMI, Inc, LLC/Lynn Creek SMI Series LLC and BJG Lynn Creek LLC, Inc for construction of improvements and operation of the golf range at Lynn Creek Marina, subject to approval by the United States Army Corp of Engineers

REVIEWING COMMITTEE: (Reviewed by the Finance and Government Committee on 06/04/2024)

PURPOSE OF REQUEST:

Lynn Creek SMI, LLC, who are the operators of Lynn Creek Marina, has negotiated a sublease agreement with BJG Lynn Creek for improvements and operation of the existing golf range at Lynn Creek Marina.

BJG Lynn Creek will fund improvements to the existing golf range to modernize and add technology elements to the experience. It will include updating the shade structures, adding ball tracing technology, and TVs at each station with games and challenges. The City will not be responsible for funding any improvements.

The new sublease agreement will be for a term of ten years with an option to extend for an additional 10 years. BJG will pay the City 5% of monthly gross revenues. This revenue share is governed by the current terms of the City's lease with the Marina operators and is not subject to negotiations. Based on the Tenant improvements to the operations, the Marina is estimating annual revenue of \$650,000 from the golf range, and under existing operations, the revenue is at approximately \$150,000. This will potentially increase City revenue from \$7,500 in rent related to the golf operations to \$32,500 annually.

The current sublease agreement between the City and Lynn Creek SMI, LLC requires the City consent to any additional sublease of the premises. This agreement is under review by the US Army Corps of Engineers and will not be executed until both the City and the US Army Corps of Engineers approve of the agreement.



**CITY OF GRAND PRAIRIE
RESOLUTION**

MEETING DATE: 06/18/2024

PRESENTER: Esther Coleman, Director of Housing

TITLE: Resolution Authorizing Entering into a Payment Agreement with Grand Prairie Housing Finance Corporation (HFC). HFC will contribute annual payments in an amount equal to thirty-five percent (35%) of the annual Ground Lease payments to compensate the City for on-going City services provided to the NeuRock of Westchester Apartments and to be constructed on the property described on Exhibit A attached hereto (the "Property") specifically located at 605 W. Westchester Parkway, Grand Prairie, Texas 75052. The property will be exempt from local and ad-valorem taxation pursuant to Chapter 394 of the Texas Local Government Code

**REVIEWING
COMMITTEE:**

SUMMARY:

Neurock of Westchester, LP, a Texas limited liability company (the "Company") has acquired an affordable multifamily apartment facility in Grand Prairie, Dallas County, Texas, to be known as NeuRock of Westchester Apartments and to be constructed on the property described on Exhibit A attached hereto (the "Property") specifically located at 605 W. Westchester Parkway, Grand Prairie, Texas 75052.

The HFC owns the fee simple interest in the Property and the Company owns the improvements on the Property. HFC and the Company entered into a 99-year lease ("Ground Lease") evidenced by a Memorandum of Ground Lease for the purposes of providing notice of the lease to protect the rights and interests of HFC and Company as to third parties.

The Property will be exempt from ad valorem taxation pursuant to Chapter 394 of the Texas Local Government Code (the "Exemption").

The HFC finds that payments made under this Agreement are necessary and appropriate for the HFC to carry out its purposes. So long as the Property successfully receives funding, maintains a ground lease with HFC, and is used for affordable multifamily housing, the HFC will contribute annual payments in an amount equal to thirty-five percent (35%) of the annual Ground Lease payment (each, a "Payment") which payments will serve to compensate the City for City services provided to the Project.

City staff recommends entering into the agreement to support the development of affordable housing within the City.

Passage of this item will indicate that the HFC and the City have determined that this Agreement is necessary or convenient to implement the Project.

FINANCIAL CONSIDERATION:

Any residential property owned by a Housing Finance Corporation is exempt from all ad valorem taxes.

ATTACHMENTS / SUPPORTING DOCUMENTS:

1. EXHIBIT A - PAYMENT AGREEMENT FOR NEUROCK OF WESTCHESTER APARTMENTS WITH GRAND PRAIRIE FINANCE CORPORATION

BODY

RESOLUTION AUTHORIZING ENTERING INTO A PAYMENT AGREEMENT WITH GRAND PRAIRIE HOUSING FINANCE CORPORATION (HFC). HFC WILL CONTRIBUTE ANNUAL PAYMENTS IN AN AMOUNT EQUAL TO THIRTY-FIVE PERCENT (35%) OF THE ANNUAL GROUND LEASE PAYMENTS TO COMPENSATE THE CITY FOR ON-GOING CITY SERVICES PROVIDED TO THE NEUROCK OF WESTCHESTER APARTMENTS AND TO BE CONSTRUCTED ON THE PROPERTY DESCRIBED ON EXHIBIT A ATTACHED HERETO (THE “PROPERTY”) SPECIFICALLY LOCATED AT 605 W. WESTCHESTER PARKWAY, GRAND PRAIRIE, TEXAS 75052; AND. THE PROPERTY WILL BE EXEMPT FROM LOCAL AND AD-VALOREM TAXATION PURSUANT TO CHAPTER 394 OF THE TEXAS LOCAL GOVERNMENT CODE

RECITALS

WHEREAS, Neurock of Westchester, LP, a Texas limited liability company (the “**Company**”) has acquired an affordable multifamily apartment facility in Grand Prairie, Dallas County, Texas, to be known as NeuRock of Westchester Apartments and to be constructed on the property described on Exhibit A attached hereto (the “**Property**”) specifically located at 605 W. Westchester Parkway, Grand Prairie, Texas 75052; and

WHEREAS, the HFC owns the fee simple interest in the Property and the Company owns the improvements on the Property, and HFC and Company entered into a 99-year lease (“**Ground Lease**”) evidenced by a Memorandum of Ground Lease for the purposes of providing notice of the lease to protect the rights and interests of HFC and Company as to third parties; and

WHEREAS, the Property will be exempt from ad valorem taxation pursuant to Chapter 394 of the Texas Local Government Code (the “**Exemption**”); and

WHEREAS, the City desires to enter into this Agreement to support the development of affordable housing within the City; and

WHEREAS, so long as the Property successfully receives funding, maintains a ground lease with HFC, and is used for affordable multifamily housing, the HFC will contribute annual payments in an amount

equal to thirty-five percent (35%) of the annual Ground Lease payment (each, a “**Payment**”) which payments will serve to compensate the City for City services provided to the Project; and

WHEREAS, the City finds that this Agreement serves the public purpose of promoting economic growth; and

WHEREAS, the HFC finds that payments made under this Agreement are necessary and appropriate for the HFC to carry out its purposes.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND OTHER CONSIDERATION THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS:

SECTION 1. That City of Grand Prairie acting through its City Council (Governing Body), does hereby authorize entering into a 99-year payment agreement with HFC. HFC shall contribute annual payments in an amount equal to thirty-five percent (35%) of the annual Ground Lease with Neurock of Westchester, LP, a Texas limited liability company (the “Company”) that has acquired an affordable multifamily apartment facility in Grand Prairie, Dallas County, Texas, known as Hill Street Apartments and constructed on the property described on Exhibit A attached hereto (the “Property”) specifically located at 620 W Westchester Pkwy Grand Prairie, TX 75052.

The payments will serve to compensate the City for on-going City services provided to the Project.

SECTION 2. That this resolution shall take effect immediately from and after its passage in accordance with the provision of the charter of the City of Grand Prairie, and it is accordingly so resolved.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 18TH DAY OF JUNE 2024.

PAYMENT AGREEMENT

NEUROCK OF WESTCHESTER APARTMENTS

This Payment Agreement (the “**Agreement**”) dated as of _____, 2024 is entered into by and between the CITY OF GRAND PRAIRIE, TEXAS (“**City**”), and GRAND PRAIRIE HOUSING FINANCE CORPORATION, a Texas public nonprofit housing finance corporation (the “**HFC**”) and its successors and assigns, upon terms and conditions set forth herein.

RECITALS

WHEREAS, Neurock of Westchester, LP, a Texas limited liability company (the “**Company**”) has acquired an affordable multifamily apartment facility in Grand Prairie, Dallas County, Texas, to be known as NeuRock of Westchester Apartments and to be constructed on the property described on Exhibit A attached hereto (the “**Property**”) specifically located at 605 W. Westchester Parkway, Grand Prairie, Texas 75052; and

WHEREAS, the HFC owns the fee simple interest in the Property and the Company owns the improvements on the Property, and HFC and Company entered into a 99-year lease (“**Ground Lease**”) evidenced by a Memorandum of Ground Lease for the purposes of providing notice of the lease to protect the rights and interests of HFC and Company as to third parties; and

WHEREAS, the Property will be exempt from ad valorem taxation pursuant to Chapter 394 of the Texas Local Government Code (the “**Exemption**”); and

WHEREAS, the City desires to enter into this Agreement to support the development of affordable housing within the City; and

WHEREAS, so long as the Property successfully receives funding, maintains a ground lease with HFC, and is used for affordable multifamily housing, the HFC will contribute annual payments in an amount equal to thirty-five percent (35%) of the annual Ground Lease payment (each, a “**Payment**”) which payments will serve to compensate the City for City services provided to the Project; and

WHEREAS, the City finds that this Agreement serves the public purpose of promoting economic growth; and

WHEREAS, the HFC finds that payments made under this Agreement are necessary and appropriate for the HFC to carry out its purposes.

NOW, THEREFORE, in consideration of the foregoing and other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The HFC agrees to make an annual Payment to the City equal to the thirty-five percent (35%) of the annual Ground Lease payment. This Payment will continue for the remainder of the term of the Ground Lease, estimated to be 99 years, unless earlier terminated.
2. Payments are due from the HFC to the City no later than 45 days from when the HFC receives its annual payment under the Ground Lease. In the event that the HFC does not receive an annual payment under the Ground Lease, it will notify the City that it has not received the payment. Payment is due only upon receipt of funds from the Company. Pursuant to the Ground Lease, the annual payment is due May 31 of each calendar year. If the HFC fails to pay the payment to the City within such time, and

such failure continues for sixty (60) days after written notice of such default to the HFC by the City, the City shall have the right to exercise any and all legal remedies available to it to obtain such payment. The HFC agrees to pay the statutory amounts for penalties, interest, and reasonable attorney’s fees, as applicable, for failure to remit timely Payments to City as if such Payments were taxes as a contractual obligation even though the Property will be exempt from local ad valorem taxation.

3. All payments shall be made payable to City of Grand Prairie and shall be sent to the Director of Finance, City of Grand Prairie, 300 West Main St, Grand Prairie, Texas 75050, or such other address as may be provided in writing to HFC by the City.

4. To the extent permitted by law, a holding by any court that any part or any provision in this Agreement is invalid, illegal or unenforceable in any respect shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision(s) had never been a part of the Agreement.

5. This Agreement may not be amended except in a writing specifically referring to this Agreement and signed by the parties hereto. Any right created under this Agreement may not be waived, except in a writing specifically referring to this Agreement and signed by the party waiving the right. Provided, however, termination of this Agreement shall not relieve the HFC, or its successors, from any Payments due to the City prior to such termination.

6. If for any reason the HFC should fail to make the Payment in accordance with Paragraph 1, the parties agree that: (i) the Payment that would have been paid by the HFC pursuant to Paragraph 1; plus (ii) the amount of any interest calculated in accordance with Paragraph 2; plus (iii) the City’s reasonable attorney’s fees and costs of collection should any action be required in order to compel payment of all such amounts shall serve as liquidated damages from the HFC to the City. Nothing in this Agreement shall be construed as creating a lien against the Property, nor shall the City be entitled to place a lien on the Property for any unpaid portion of the Payment or any related expenses and payables.

7. Any notice provided or permitted to be given pursuant to this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage prepaid, certified mail, with return receipt requested, by personal delivery service or nationally recognized air courier service. For purposes of notice, the addresses of the parties shall be as set forth below:

To the City:
Director of Finance
City of Grand Prairie, Texas
300 West Main Street
Grand Prairie, Texas 75050

with a copy to:

To the HFC:
Grand Prairie Housing Finance Corporation
Attn: Doug Jackson
4305 Corn Valley Road

Grand Prairie, Texas 75051

with a copy to:

Mattye Gouldsby Jones
Coats Rose, P.C.
16000 North Dallas Parkway, Suite 3500
Dallas, Texas 75248
E-mail: mjones@coatsrose.com

8. This Agreement shall be governed by the laws of the State of Texas. Venue for any action concerning this Agreement shall be in the District Courts of Dallas County, Texas.

9. The HFC may not assign, transfer or otherwise convey any of its rights or obligations under this Agreement to any other person or entity without the prior consent of the City, which consent shall not be unreasonably withheld, conditioned on: (i) the prior approval of the assignee or successor and a finding by the City that the proposed assignee or successor is financially capable of meeting the terms and conditions of this Agreement, and (ii) prior execution by the proposed assignee or successor of a written agreement with the City under which the proposed assignee or successor agrees to assume and be bound by all covenants and obligations of the HFC under this Agreement. Any attempted assignment without City's prior consent shall constitute grounds for termination of this Agreement. Termination of this Agreement shall be effective ten (10) calendar days following HFC's receipt of City's written notice of termination.

10. This Agreement constitutes the entire understanding between the parties and supersedes any prior negotiations, discussions, agreements, and understandings between the parties with respect to the subject matter of this Agreement.

11. This Agreement shall continue for a term concurrent with the Exemption on the Property. Notwithstanding anything herein to the contrary, at such time as the Property no longer receives the Exemption, this Agreement shall automatically terminate, and be of no further force and effect.

12. This Agreement may be simultaneously executed in multiple counterparts, which, taken together, shall be considered as original, and all of which constitute one and the same instrument.

13. Notwithstanding anything herein to the contrary, the City shall retain its normal rights and privileges pursuant to the laws of the State of Texas, and nothing herein shall be construed as a waiver of any such rights or privileges.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

CITY OF GRAND PRAIRIE
a Texas home rule municipality

GRAND PRAIRIE HOUSING FINANCE CORPORATION, a Texas public nonprofit housing finance corporation

By: _____
Name: _____
Title: _____

By: _____
Name: Harold C. White
Title: President

EXHIBIT A

(LEGAL DESCRIPTION OF PROPERTY)

TRACT 1:

Being Lots 1 and 2, in Block 1, of WESTCHESTER VILLAGE ADDITION, an Addition to the City of Grand Prairie, Dallas County, Texas, according to the Map thereof recorded in Volume 96224, Page 372, of the Map Records of Dallas County, Texas.

TRACT 2: PARCEL 1

Being Lot 1, in Block A, of WESTCHESTER VILLAGE PHASE II, an Addition to the City of Grand Prairie, Dallas County, Texas, according to the Map thereof recorded in cc# 201300348568, of the Real Property Records of Dallas County, Texas.

TRACT 2: PARCEL 2

Non-Exclusive easement rights created pursuant to that certain Amenities Easement Agreement, dated 10/09/2013, by and between Westchester Norstar USA, LLC and Westchester II Norstar, LLC, filed 10/09/2013, recorded in cc# 201300367947, Real Property Records, Dallas County, Texas.



**CITY OF GRAND PRAIRIE
RESOLUTION**

MEETING DATE: 06/18/2024

PRESENTER: Esther Coleman, Director of Housing

TITLE: Resolution Authorizing Entering into a Payment Agreement with Grand Prairie Housing Finance Corporation (HFC). HFC will contribute annual payments in an amount equal to thirty-five percent (35%) of the annual Ground Lease payments to compensate the City for on-going City services provided to the Hill Street Apartments located at 1610 Hill Street, Grand Prairie, Texas 75050. The property will be exempt from local and ad-valorem taxation pursuant to Chapter 394 of the Texas Local Government Code

**REVIEWING
COMMITTEE:**

SUMMARY:

Post Hill Street, LLC, a Texas limited liability company (the “Company”) has acquired an affordable multifamily apartment facility in Grand Prairie, Dallas County, Texas, known as Hill Street Apartments and constructed on the property described on Exhibit A attached hereto (the “Property”) specifically located at 1610 Hill Street, Grand Prairie, Texas 75050

The HFC owns the fee simple interest in the Property and the Company owns the improvements on the Property, and HFC and Company entered into a 99-year lease (“Ground Lease”) evidenced by a Memorandum of Ground Lease for the purposes of providing notice of the lease to protect the rights and interests of HFC and Company as to third parties.

HFC desires to enter into an agreement to support affordable housing units within the City. Whereas, so long as the Property successfully receives funding, maintains a ground lease with HFC, and is used for affordable multifamily housing, the HFC will contribute annual payments in an amount equal to thirty-five percent (35%) of the annual Ground Lease payment which will serve to compensate the City for on-going City services provided to the Project. The Property will be exempt from ad valorem taxation pursuant to Chapter 394 of the Texas Local Government Code.

City staff has determined that entering into a payment agreement with the HFC will further the objectives of City, will benefit City and City’s inhabitants and will promote affordable housing in the City.

Passage of this item will indicate that the HFC and the City have determined that this Agreement is necessary or convenient to implement the Project.

FINANCIAL CONSIDERATION:

Any residential property owned by a Housing Finance Corporation is exempt from all ad valorem taxes.

ATTACHMENTS / SUPPORTING DOCUMENTS:

1. EXHIBIT A - PAYMENT AGREEMENT FOR HILL STREET APARTMENTS WITH GRAND PRAIRIE FINANCE CORPORATION

BODY

RESOLUTION AUTHORIZING ENTERING INTO A PAYMENT AGREEMENT WITH GRAND PRAIRIE HOUSING FINANCE CORPORATION (HFC). HFC WILL CONTRIBUTE ANNUAL PAYMENTS IN AN AMOUNT EQUAL TO THIRTY-FIVE PERCENT (35%) OF THE ANNUAL GROUND LEASE PAYMENTS TO COMPENSATE THE CITY FOR ON-GOING CITY SERVICES PROVIDED TO THE HILL STREET APARTMENTS LOCATED AT 1610 HILL STREET, GRAND PRAIRIE, TEXAS 75050. THE PROPERTY WILL BE EXEMPT FROM LOCAL AND AD-VALOREM TAXATION PURSUANT TO CHAPTER 394 OF THE TEXAS LOCAL GOVERNMENT CODE

RECITALS

WHEREAS, Post Hill Street, LLC, a Texas limited liability company (the “**Company**”) has acquired an affordable multifamily apartment facility in Grand Prairie, Dallas County, Texas, known as Hill Street Apartments and have been constructed on the property described on Exhibit A attached hereto (the “**Property**”) specifically located at 1610 Hill Street, Grand Prairie, Texas 75050; and

WHEREAS, the HFC owns the fee simple interest in the Property and the Company owns the improvements on the Property, and HFC and Company entered into a 99-year lease (“**Ground Lease**”) evidenced by a Memorandum of Ground Lease for the purposes of providing notice of the lease to protect the rights and interests of HFC and Company as to third parties; and

WHEREAS, the Property will be exempt from ad valorem taxation pursuant to Chapter 394 of the Texas Local Government Code (the “**Exemption**”); and

WHEREAS, the City of Grand Prairie (“**City**”) desires to enter into this Agreement to support affordable housing within the City; and

WHEREAS, so long as the Property successfully receives funding, maintains a ground lease with HFC, and is used for affordable multifamily housing, the HFC will contribute annual payments in an amount equal to thirty-five percent (35%) of the annual Ground Lease payment (each, a “**Payment**”) which payments will serve to compensate the City for on-going City services provided to the Project; and

WHEREAS, the City finds that this Agreement serves the public purpose of promoting economic growth; and

WHEREAS, the HFC finds that payments made under this Agreement are necessary and appropriate for the HFC to carry out its purposes.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND OTHER CONSIDERATION THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS:

SECTION 1. That City of Grand Prairie acting through its City Council (Governing Body), does hereby authorize entering into a 99-year payment agreement with HFC. HFC shall contribute annual payments in an amount equal to thirty-five percent (35%) of the annual Ground Lease it has with Post Hill Street, LLC, a Texas limited liability company (the “Company”) that has acquired an affordable multifamily apartment facility in Grand Prairie, Dallas County, Texas, known as Hill Street Apartments and has been constructed on the property described on Exhibit A attached hereto (the “Property”) specifically located at 1610 Hill Street, Grand Prairie, Texas 75050.

The payments will serve to compensate the City for on-going City services provided to the Project.

SECTION 2. That this resolution shall take effect immediately from and after its passage in accordance with the provision of the charter of the City of Grand Prairie, and it is accordingly so resolved.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 18th DAY OF JUNE 2024.

EXHIBIT A**PAYMENT AGREEMENT****HILL STREET APARTMENTS**

This Payment Agreement (the “**Agreement**”) dated as of _____, 2024 is entered into by and between the CITY OF GRAND PRAIRIE, TEXAS (“**City**”), and GRAND PRAIRIE HOUSING FINANCE CORPORATION, a Texas public nonprofit housing finance corporation (the “**HFC**”) and its successors and assigns, upon terms and conditions set forth herein.

RECITALS

WHEREAS, Post Hill Street, LLC, a Texas limited liability company (the “**Company**”) has acquired an affordable multifamily apartment facility in Grand Prairie, Dallas County, Texas, known as Hill Street Apartments and constructed on the property described on Exhibit A attached hereto (the “**Property**”) specifically located at 1610 Hill Street, Grand Prairie, Texas 75050; and

WHEREAS, the HFC owns the fee simple interest in the Property and the Company owns the improvements on the Property, and HFC and Company entered into a 99-year lease (“**Ground Lease**”) evidenced by a Memorandum of Ground Lease for the purposes of providing notice of the lease to protect the rights and interests of HFC and Company as to third parties; and

WHEREAS, the Property will be exempt from ad valorem taxation pursuant to Chapter 394 of the Texas Local Government Code (the “**Exemption**”); and

WHEREAS, the City desires to enter into this Agreement to support affordable housing within the City; and

WHEREAS, so long as the Property successfully receives funding, maintains a ground lease with HFC, and is used for affordable multifamily housing, the HFC will contribute annual payments in an amount equal to thirty-five percent (35%) of the annual Ground Lease payment (each, a “**Payment**”) which payments will serve to compensate the City for on-going City services provided to the Project; and

WHEREAS, the City finds that this Agreement serves the public purpose of promoting economic growth; and

WHEREAS, the HFC finds that payments made under this Agreement are necessary and appropriate for the HFC to carry out its purposes.

NOW, THEREFORE, in consideration of the foregoing and other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The HFC agrees to make an annual Payment to the City equal to the thirty-five percent (35%) of the annual Ground Lease payment, which Payment shall be subject to Net Cash Flow as defined in the Company’s Operating Agreement. This Payment will continue for the remainder of the term of the Ground Lease, estimated to be 99 years, unless earlier terminated.

2. The first Payment is due from the HFC to the City no later than 45 days after the execution of this Agreement. Thereafter, Payments are due from the HFC to the City no later than 45 days from when the HFC receives its annual payment under the Ground Lease. In the event that the HFC does

not receive an annual payment under the Ground Lease, it will notify the City that it will not receive or has not received the payment. Payment is due only upon receipt of funds from the Company. Pursuant to the Ground Lease, the annual payment is due December 31 of each calendar year. If the HFC fails to pay the payment to the City within such time, and such failure continues for sixty (60) days after written notice of such default to the HFC by the City, the City shall have the right to exercise any and all legal remedies available to it to obtain such payment. The HFC agrees to pay the statutory amounts for penalties, interest, and reasonable attorney's fees, as applicable, for failure to remit timely Payments to City as if such Payments were taxes as a contractual obligation even though the Property will be exempt from local ad valorem taxation.

3. All payments shall be made payable to City of Grand Prairie and shall be sent to the Director of Finance, City of Grand Prairie, 300 West Main Street, Grand Prairie, Texas 75050, or such other address as may be provided in writing to HFC by the City.

4. To the extent permitted by law, a holding by any court that any part or any provision in this Agreement is invalid, illegal or unenforceable in any respect shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision(s) had never been a part of the Agreement.

5. This Agreement may not be amended except in a writing specifically referring to this Agreement and signed by the parties hereto. Any right created under this Agreement may not be waived, except in a writing specifically referring to this Agreement and signed by the party waiving the right. Provided, however, termination of this Agreement shall not relieve the HFC, or its successors, from any Payments due to the City prior to such termination.

6. If for any reason the HFC should fail to make the Payment in accordance with Paragraph 1, the parties agree that: (i) the Payment that would have been paid by the HFC pursuant to Paragraph 1; plus (ii) the amount of any interest calculated in accordance with Paragraph 2; plus (iii) the City's reasonable attorney's fees and costs of collection should any action be required in order to compel payment of all such amounts shall serve as liquidated damages from the HFC to the City. Nothing in this Agreement shall be construed as creating a lien against the Property, nor shall the City be entitled to place a lien on the Property for any unpaid portion of the Payment or any related expenses and payables.

7. Any notice provided or permitted to be given pursuant to this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage prepaid, certified mail, with return receipt requested, by personal delivery service or nationally recognized air courier service. For purposes of notice, the addresses of the parties shall be as set forth below:

To the City:
Director of Finance
City of Grand Prairie, Texas
300 West Main Street
Grand Prairie, Texas 75050

with a copy to:

To the HFC:
 Attn: Doug Jackson
 4305 Corn Valley Road
 Grand Prairie, Texas 75051

with a copy to:

Mattye Gouldsby Jones
 Coats Rose, P.C.
 16000 North Dallas Parkway, Suite 350
 Dallas, Texas 75248
 E-mail: mjones@coatsrose.com

8. This Agreement shall be governed by the laws of the State of Texas. Venue for any action concerning this Agreement shall be in the District Courts of Dallas County, Texas.

9. The HFC may not assign, transfer or otherwise convey any of its rights or obligations under this Agreement to any other person or entity without the prior consent of the City, which consent shall not be unreasonably withheld, conditioned on: (i) the prior approval of the assignee or successor and a finding by the City that the proposed assignee or successor is financially capable of meeting the terms and conditions of this Agreement, and (ii) prior execution by the proposed assignee or successor of a written agreement with the City under which the proposed assignee or successor agrees to assume and be bound by all covenants and obligations of the HFC under this Agreement. Any attempted assignment without City's prior consent shall constitute grounds for termination of this Agreement. Termination of this Agreement shall be effective ten (10) calendar days following HFC's receipt of City's written notice of termination.

10. This Agreement constitutes the entire understanding between the parties and supersedes any prior negotiations, discussions, agreements, and understandings between the parties with respect to the subject matter of this Agreement.

11. This Agreement shall continue for a term concurrent with the Exemption on the Property. Notwithstanding anything herein to the contrary, at such time as the Property no longer receives the Exemption, this Agreement shall automatically terminate, and be of no further force and effect.

12. This Agreement may be simultaneously executed in multiple counterparts, which, taken together, shall be considered as original, and all of which constitute one and the same instrument.

13. Notwithstanding anything herein to the contrary, the City shall retain its normal rights and privileges pursuant to the laws of the State of Texas, and nothing herein shall be construed as a waiver of any such rights or privileges.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

CITY OF GRAND PRAIRIE
a Texas home rule municipality

GRAND PRAIRIE HOUSING FINANCE CORPORATION, a Texas public nonprofit housing finance corporation

By: _____
Name: _____
Title: _____

By: _____
Name: Harold C. White
Title: President

EXHIBIT A

(LEGAL DESCRIPTION OF PROPERTY)

Lot 1, Block 1 of Hill Street Addition, an addition to the City of Grand Prairie, Dallas County, Texas, according to the Plat Map recorded in/under County Clerk's File No. 202300056221, Official Public Records, Dallas County, Texas.



**CITY OF GRAND PRAIRIE
RESOLUTION**

MEETING DATE: 06/18/2024

PRESENTER: Mark Divita, Airport Director

TITLE: Resolution to Authorize improvements to the Grand Prairie Municipal Airport by the Texas Department of Transportation for the construction of the south service road reconstruction and widening project and authorize the City Manager to execute appropriate grants for construction

REVIEWING COMMITTEE: (Reviewed by the Public Safety, Health, and Environmental Committee on 06/03/2024)

SUMMARY:

	<i>Sponsor Total Cost (10%)</i>	<i>Grant Amount</i>
<i>Construction Estimate</i>	\$169,861.60	\$1,698,616.00
TOTAL:	\$169,861.60	\$1,698,616.00

PURPOSE OF REQUEST:

Capital Improvement Project for construction of the south service road reconstruction and widening at Grand Prairie Municipal Airport.

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	Airport Capital Projects Fund
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ATTACHMENTS / SUPPORTING DOCUMENTS:

- 1- KSA Engineers Cost Estimates

BODY

A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, AUTHROIZING IMPROVEMENTS TO THE GRAND PRAIRIE MUNICIPAL AIRPORT BY THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE DESIGN AND CONSTRUCTION OF THE SOUTH SERVICE ROAD RECONSTRUCTION AND WIDENING

WHEREAS, the City of Grand Prairie intends to make certain improvements to Grand Prairie Municipal Airport; and

WHEREAS, the general description of the project is described as: South service road reconstruction and widening; and

WHEREAS, the City of Grand Prairie intends to request financial assistance from the Texas Department of Transportation for these improvements; and

WHEREAS, total project cost is estimated to be \$1,698,861.60, and the City of Grand Prairie will be responsible for 10% of the total project costs currently estimated to be \$169,861.60; and

WHEREAS, the City of Grand Prairie names the Texas Department of Transportation as its agent for the purposes of applying for, receiving, and disbursing all funds for these improvements and for the administration of contracts necessary for the implementation of these improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS THAT:

SECTION 1. The City of Grand Prairie hereby directs the City Manager to execute on behalf of the City of Grand Prairie, at the appropriate time, and with the appropriate authorizations of this governing body, all contracts and agreements with the State of Texas, represented by the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the improvements to Grand Prairie Municipal Airport.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 18th DAY OF JUNE 2024.



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 06/18/2024

PRESENTER: Jayson Ramirez, Director of General Services

TITLE: Ordinance amending the FY 2023/2024 Operating Budget for the Tree Preservation Fund permitting the Cemetery to utilize \$6,300 for the purchase of protected canopy trees to be installed at the Grand Prairie Memorial Gardens Cemetery

REVIEWING COMMITTEE: (Reviewed by Finance and Government Committee on 06/04/2024)

PURPOSE OF REQUEST:

General Services—Cemetery requests an allocation of \$6,300 from the Tree Preservation Fund. This amount will support planting various protected canopy trees at the Grand Prairie Memorial Gardens Cemetery to provide shade and enhance the grounds' aesthetic appeal.

This funding request of \$6,300 covers the purchase and planting costs for trees needed at the cemetery both currently and through the end of this fiscal year. The initiative will enhance the cemetery's visual appeal and contribute to the City's environmental sustainability efforts.

BACKGROUND:

The Tree Preservation Fund, established by Ordinance 11125-2021, collects mitigation fees from developers who remove protected trees and do not replace them. The fee is set at \$200 per caliper inch of tree removed. The fund is dedicated to planting protected trees in public spaces, including parks and City-owned properties like the Grand Prairie Memorial Gardens Cemetery.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2023/2024 BUDGET AS REFLECTED IN SECTION 1 BELOW:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, THAT:

SECTION 1. The budget for FY 2023/2024, submitted by the City Manager and adjusted by the Council, is hereby incrementally amended for the following fund:

Fund	Revenue Increase (Decrease)	Expenditure Increase (Decrease)
Tree Preservation Fund		\$6,300

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE,
TEXAS, ON THIS THE 18th DAY OF JUNE 2024.**



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 06/18/2024

PRESENTER: Colby Frantz, Manager of Fleet Services

TITLE: Ordinance amending the FY 2023/2024 Operating Budget for the Golf Fund for the purchase of (2) Toro Workman HDX Utility Vehicles (\$34,515.50 each) for the Prairie Lakes Golf Course and Tangle Ridge Golf Course, totaling \$69,031

REVIEWING COMMITTEE: (Reviewed by the Finance & Government Committee on 06/04/2024)

SUMMARY:

<i>Vendor Name</i>	<i>Total Cost</i>
Professional Turf Products	\$69,031

PURPOSE OF REQUEST:

The Fleet Services Department requests the City Council approve a funds balance transfer for the following items not specifically appropriated during the FY 2023/2024 budget process.

- one (1) new Toro Workman HDX-2WD Kubota Diesel Utility Vehicle for Golf - Prairie Lakes Golf Course for \$34,515.50
- one (1) new Toro Workman HDX-2WD Kubota Diesel Utility Vehicle for Golf – Tangle Ridge Golf Course for \$34,515.50

These UTVs will be added to the fleet as replacements for aged equipment at the golf courses according to the City replacement/improvement schedule. Equipment was included in the FY 2021/2022 Approved Budget and the City Council approved the purchase on November 16th, 2021. Due to unforeseen manufacturing delays the equipment was delivered in December 2023.

FINANCIAL CONSIDERATION:

Budgeted?	<input type="checkbox"/>	Fund Name:	Golf Fund
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BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING ORDINANCE NO. 11423-2023 FOR THE FY 2023/2024 OPERATING FUND BUDGETS REFLECTED IN SECTION 1 BELOW

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, THAT:

SECTION 1. Budgets for FY 2023/2024, submitted by the City Manager and adjusted by the Council, are hereby incrementally amended for the following funds:

Fund	Revenue Increase (Decrease)	Expenditure Increase (Decrease)
Golf Fund		\$69,031

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 18TH DAY OF JUNE 2024.



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 06/18/2024

PRESENTER: Tiffany Bull, Deputy City Attorney

TITLE: Ordinance Adopting the Annexation of Certain Territory Located in the Extraterritorial Jurisdiction of the City of Grand Prairie, Texas, to Wit: Being approximately 1432.123 Acre Tract of Land in Ellis County, Texas and Being More Particularly Described and Graphically Depicted in Exhibit "A", Such Tract is Generally Located South of 287 Including Land Situated in the J. Stewart Survey, Abstract No. 961, Cuadrilla Irrigation Co. Survey, Abstract No 262, R. Wyatt Survey, Abstract No. 1280, B. Canfield Survey, Abstract No. 197, L. Kelsey Survey Abstract No. 593, and All Adjacent Rights-of-way into the City of Grand Prairie, Texas; Providing for Incorporation of Premises, Amending of the Official City Map, and Acknowledging a Service Plan; Requiring the Filing of this Ordinance with the County Clerk; Prescribing for Effect on Territory, Granting as Appropriate to All the Inhabitants of Said Property All the Rights and Privileges of Other Citizens and Binding Said Inhabitants by All of the Acts, Ordinances, Resolutions, and Regulations of the City of Grand Prairie, Texas; Providing Cumulative Repealer, Severability, and Savings Clauses; Providing for Engrossment and Enrollment; and Providing an Effective Date

**REVIEWING
COMMITTEE:**

PURPOSE OF REQUEST:

On April 16, 2024, the City Council approved a Development Agreement with Provident Realty Advisors, their Affiliates, and the Prairie Ridge Municipal Management District No. 1. The agreement provided for the phased annexation of land currently located within the extra-territorial jurisdiction of the City of Grand Prairie. The development standards for the first phase were included in the development agreement. The first phase is being annexed in three separate tracts through three separate ordinances. The first reading of this ordinance was approved May 7, 2024, after a public hearing.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF GRAND PRAIRIE, TEXAS, TO WIT: BEING AN APPROXIMATELY 1432.123 ACRE TRACT OF LAND IN ELLIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT “A”, SUCH TRACT IS GENERALLY LOCATED SOUTH OF 287 INCLUDING LAND SITUATED IN THE J. STEWART SURVEY, ABSTRACT NO. 961, CUADRILLA IRRIGATION CO. SURVEY, ABSTRACT NO. 262, R. WYATT SURVEY, ABSTRACT NO. 1280, B. CANFIELD SURVEY, ABSTRACT NO. 197, L. KELSEY SURVEY ABSTRACT NO 593, AND ALL ADJACENT RIGHTS-OF-WAY INTO THE CITY OF GRAND PRAIRIE, TEXAS; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF GRAND PRAIRIE, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Grand Prairie is a Home Rule Municipality located in Dallas, Tarrant, and Ellis County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas and the Grand Prairie City Charter (the (“City”)); and

WHEREAS, following receipt of a request from each owner (the “Owners”) of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 7th day of May, 2024, in the City of Grand Prairie Council Chambers, to consider the annexation of the property being more particularly described and depicted in Exhibit “A”, attached hereto and incorporated as if fully set forth herein (the “Property”); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notice of the public hearing was published in a newspaper of general circulation within the City of Grand Prairie, Texas and the area to be annexed, on the 24th day of April, 2024, such date being not more than twenty (20) days nor less than ten (10) days prior to the public hearing; and

WHEREAS, the Ordinance was first published in a newspaper of general circulation in the City on April 24, 2024;

WHEREAS, all City of Grand Prairie charter requirements and required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City’s internet website; and

WHEREAS, the City Council of the City of Grand Prairie, Texas has determined that the Property is located in the extraterritorial jurisdiction of the City of Grand Prairie, Texas; and

WHEREAS, the City Council of the City of Grand Prairie, Texas has investigated into, has determined and officially finds that no part of the Property is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Grand Prairie's limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B" and incorporated as if fully set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, THAT:

SECTION 1. INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The City Manager is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3. ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4. FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5. EFFECT ON TERRITORY

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Grand Prairie, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Grand Prairie, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6. CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the

provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7. SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit “A” preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8. ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Grand Prairie is hereby directed to engross and enroll this Ordinance by copying the Caption in the minutes of the City Council of the City of Grand Prairie and by filing this Ordinance in the Ordinance records of the City.

SECTION 9. EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

FIRST READING PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS ON THE ___ DAY OF _____, 2024. SECOND AND FINAL READING PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS ON THIS THE ___ DAY OF _____, 2024.

APPROVED:

Ron Jensen, Mayor

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney

Exhibit "A"

BEING the land described by the attached metes and bounds and depiction of the area and including any and all adjacent rights-of-way.

METES AND BOUNDS DESCRIPTION:

Item 25.

BEING a 1,510.005 acre tract of land situated in the J. Stewart Survey, Abstract No. 961, Cuadrilla Irrigation Co. Survey, Abstract No. 262, R. Wyatt Survey, Abstract No. 1280, B. Canfield Survey, Abstract No. 197 and L. Kelsey Survey, Abstract No. 593, Ellis County and being a portion of or all of the following described tracts of land and being more particularly described as follows:

1. Soap Box Partners LP recorded in Instrument No. 2156131 of the Official Public Records, Ellis County, Texas (OPRECT)
2. Prairie Ridge Investors LP recorded in Instrument No. 2220050 of the OPRECT
3. Reverse Exchange Properties LP tracts recorded in Instrument Number 2240489 of the OPRECT and Document Number 2021-48068 and Document No. 2021-48064 of the Official Public Records, Johnson County, Texas (OPRJCT)
4. Prairie Ridge SW LP tracts recorded in Document Number 2021-480645 and Document No. 2023-12410 OPRJCT
5. Prairie Ridge Capital Corp (formerly known as PRA Ridge Development Corp) tracts recorded in Instrument No. 1721240, Instrument No. 0816640 (Volume 2396, Page 236) and Instrument No. 0721082 (Volume 2325, Page 470) of the OPRECT
6. PRA Prairie Ridge, L.P. tracts recorded in Instrument No. 0508812 (Volume 2111, Page 866) of the DRECT
7. 287 Land Partners LP recorded in Instrument No. 2336686 of the OPRECT
8. Partition deed to Joseph William Roten recorded in Volume 524, Page 373 of the DRECT and further described as Fourth Tract in Volume 406, Page 516 of said DRECT
9. Tarrant Regional Water District recorded in Instrument No. 1406456 (Volume 2757, Page 953) of the DRECT
10. Ronald Lee Bumseen recorded in Instrument No. 1904974 of the OPRECT
11. W & L Jones Realty Holdings, LLC recorded in Instrument No. 1705482 of the OPRECT
12. Eagle Energy, LLC and USG Properties Barnett II, LLC recorded in Instrument No. 1817328 of the OPRECT;

BEGINNING at an inner ell corner of said Soap Box Partners and the West corner of Lot 3, Block 1 of the Sneed's Place Development an addition to Ellis County, Texas recorded in Cabinet J, Page 99 of said Plat Records, Ellis County, Texas (PRECT);

- THENCE South 30°26'57" East, a distance of 46.35 feet to a point;
- THENCE South 59°29'35" West, a distance of 157.61 feet to a point;
- THENCE South 49°00'44" East, a distance of 23.91 feet to a point;
- THENCE South 30°27'12" East, a distance of 4,567.05 feet to a point;
- THENCE South 15°09'36" East, a distance of 1,502.33 feet to a point;
- THENCE South 30°08'40" East, a distance of 2,008.27 feet to a point;
- THENCE South 59°51'49" West, a distance of 282.95 feet to a point;
- THENCE South 30°25'48" East, a distance of 1,367.40 feet to a point in the right-of-way of Weatherford Road;
- THENCE South 59°37'27" West, along said Weatherford Road, a distance of 1,776.47 feet to a point;
- THENCE South 65°10'06" West, along said Weatherford Road, a distance of 17.71 feet to a point;
- THENCE South 59°31'43" West, a distance of 3,299.34 feet to a point;
- THENCE South 28°47'27" East, a distance of 2,329.24 feet to a point;
- THENCE South 54°57'51" West, a distance of 222.88 feet to a point;
- THENCE North 31°54'56" West, a distance of 486.79 feet to a point;

- THENCE South 64°47'47" West, a distance of 360.94 feet to a point;
- THENCE North 20°39'57" West, a distance of 646.04 feet to a point;
- THENCE South 59°45'07" West, a distance of 1,407.46 feet to a point;
- THENCE North 30°34'39" West, a distance of 214.76 feet to a point;
- THENCE South 59°46'44" West, a distance of 2,844.91 feet to a point;
- THENCE North 19°23'55" West, a distance of 880.06 feet to a point;
- THENCE North 0°46'38" West, a distance of 6,437.77 feet to a point;
- THENCE North 87°34'30" East, a distance of 2,094.42 feet to a point;
- THENCE North 59°27'44" East, 1,081.19 feet to a point in southwest line of a 50' sanitary sewer easement recorded in Instrument No. 2234492 OPRECT and Instrument No. 2139095 OPRECT;

- THENCE Continuing with the south and west line of said 50' sanitary sewer easement the following four (4) courses and distances:
1. North 0°50'46" West, a distance of 47.32 feet to a point;
 2. North 6°41'14" West, a distance of 1,109.24 feet to a point;
 3. North 0°39'47" West, a distance of 473.03 feet to a point;
 4. North 21°39'14" East, a distance of 431.49 feet to a point;

THENCE North 89°13'22" East, a distance of 54.10 feet to a point on the east line of said 50' sanitary sewer easement;

- THENCE Continuing with the east line of said 50' sanitary sewer easement the following three (3) courses and distances:
1. North 21°39'14" East, a distance of 623.70 feet to a point;
 2. North 1°18'54" West, a distance of 4,260.05 feet to a point;
 3. North 59°32'31" East, a distance of 1,765.62 feet to a point;
 4. North 19°11'37" East, a distance of 669.68 feet to a point;
 5. North 5°38'47" East, a distance of 1,370.25 feet to a point in the North line of said Soap Box Partners tract;

THENCE North 59°35'14" East, along said North line, a distance of 1,267.76 feet to a point;

THENCE North 25°14'35" West, a distance of 393.21 feet on the approximate Grand Prairie City Limit line at the beginning of a non-tangent curve to the left having a radius of 13,133.04 feet and a chord bearing of South 67° 22' 9" East a distance of 2541.44 feet;

THENCE Southeasterly, along said approximate city line and said curve, through a central angle of 11°06'18" an arc distance of 2,545.42 feet to a point in the Southeast line of Soap Box Partners tract;

- THENCE with the South line of said Soap Box Partners tract the following three courses and distances:
1. South 59°33'05" West, 2,951.81 feet to a point;
 2. South 5°17'23" West, a distance of 688.79 feet to a point;
 3. South 52°46'34" West, a distance of 1,777.95 feet to the POINT OF BEGINNING and containing 1510.005 acres of land, more or less. Save and except the following tract of land leaving a net of 1432.123 acres, more or less.

- Save and Except the following tracts of land (77.882 acres):
1. Partition deed to Joseph William Roten recorded in Volume 524, Page 373 of the DRECT and further described as Fourth Tract in Volume 406, Page 516 of said DRECT
 2. Ronald Lee Bumseen recorded in Instrument No. 1904974 of the OPRECT
 3. W & L Jones Realty Holdings, LLC recorded in Instrument No. 1705482 of the OPRECT
 4. Eagle Energy, LLC and USG Properties Barnett II, LLC recorded in Instrument No. 1817328 of the OPRECT;

EXHIBIT "A"

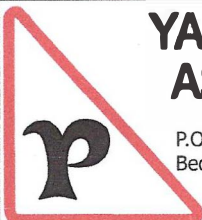
YAZEL PEEBLES & ASSOCIATES LLC

P.O. Box 210097
Bedford, TX 76095
yassociates.com
info@yassociates.com

TBPELS 10194022

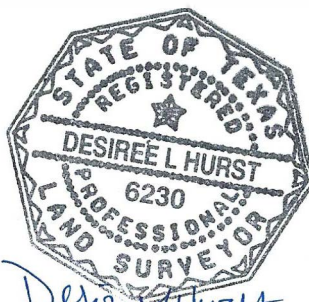
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PAGE 1 OF 1

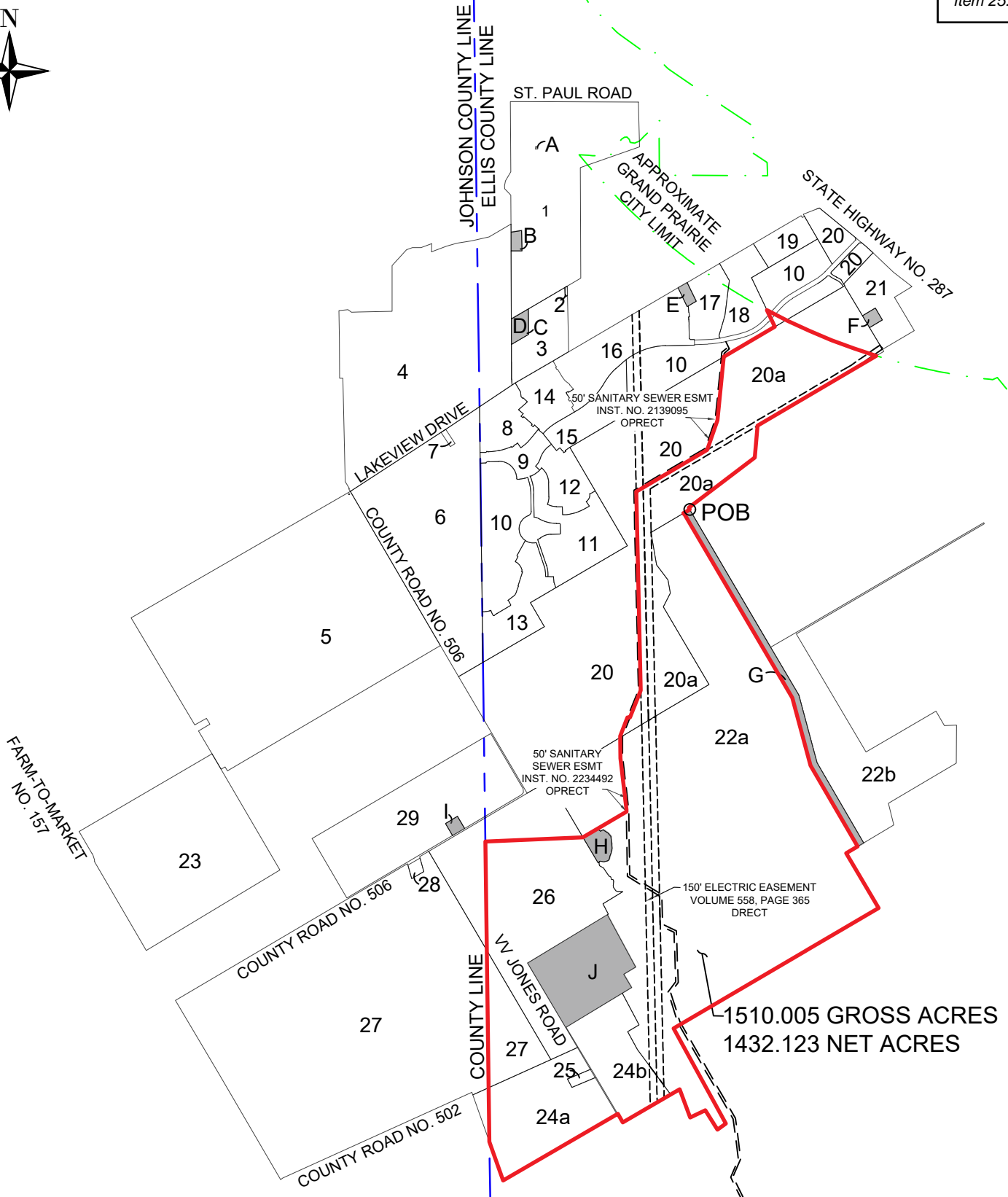


APRIL 17, 2024

1,432.123 ACRES

J. Stewart Survey, Abstract No. 961, Cuadrilla Irrigation Co. Survey, Abstract No. 262, R. Wyatt Survey, Abstract No. 1280, B. Canfield Survey, Abstract No. 197 and J. Kelsey Survey, Abstract No. 593 Ellis County, Texas

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of political subdivision for which it was prepared.



YAZEL PEEBLES & ASSOCIATES LLC



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ANNEXATION EXHIBIT

1,432.123 ACRES

Ellis County, Texas

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EXHIBIT K				
PARCEL	TRACT NAME	INSTRUMENT/DOCUMENT NO.	COUNTY OF RECORD	ACERAGE*
10	PRAIRIE RIDGE CAPITAL CORP**	0721082 (2325/470)	ELLIS	1.043
20a	SOAP BOX PARTNERS LP	2156131	ELLIS	232.357
22a	PRAIRIE RIDGE INVESTOR LP	2220050	ELLIS	817.624
24a	REVERSE EXCHANGE PROPERTIES LP	2021-48068	JOHNSON	101.634
24b	REVERSE EXCHANGE PROPERTIES LP	2021-48068	JOHNSON	65.186
25	REVERSE EXCHANGE PROPERTIES LP	2240489	ELLIS	2.488
26	REVERSE EXCHANGE PROPERTIES LP	2021-48064	JOHNSON	166.147
27	PRAIRIE RIDGE SW LP	2021-48065	JOHNSON	45.426
	Misc. Roads not contained in the record documents above			0.218
			TOTAL	1432.123
SAVE AND EXCEPT				
H	JOSEPH WILLIAM ROTEN	VOL. 524, PG. 373	ELLIS	6.738
J	VARIOUS TRACTS	Various	ELLIS	71.144
			TOTAL S&E	77.882
			GROSS AREA	1510.005

EXHIBIT

ANNEXATION EXHIBIT

1,432.123 ACRES

J. Stewart Survey, Abstract No. 961, Cuadrilla Irrigation Co. Survey, Abstract No. 262, R. Wyatt Survey, Abstract No. 1280, B. Canfield Survey, Abstract No. 197 and J. Kelsey Survey, Abstract No. 593 Ellis County, Texas

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YAZEL PEEBLES & ASSOCIATES LLC

TBPELS 10194022
 P.O. Box 210097 817.268.3316
 Bedford, TX 76095 ypassociates.com
 info@ypassociates.com

Exhibit "B"

Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code, Chapter 43. Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Grand Prairie in accordance with the following plan. The City of Grand Prairie shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Grand Prairie with similar topography, land use, and population density. The provisions of the service plan will be made available for public inspection and explained at a public hearing held by the City Council prior to annexation.
- 2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services. Provisions of this service plan related to the City providing public infrastructure facilities are conditioned upon the ETJ property owner's obligation to design and construct the public infrastructure consistent with the "Development Agreement (Goodland)" entered between the Parties on September 19, 2023 and filed in the county land records.

B) EMERGENCY SERVICES

1) Police Protection

- a) Police protection from the City of Grand Prairie Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
- b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of similar areas.**
- c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

- a) The Grand Prairie Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;

- v) Technical rescue response; and
 - vi) Construction Plan Review and required inspections.
- b) Fire protection from the City of Grand Prairie shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Grand Prairie on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of similar areas. It is anticipated that fire stations planned to service areas currently with the City of Grand Prairie will be sufficient to serve the annexed area.
 - d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

- a) Following removal of any annexed property from an emergency services district, if any, the Grand Prairie Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
 - iii) Medical rescue services.
- b) Emergency Medical Services (EMS) from the City of Grand Prairie shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Grand Prairie on the effective date of the annexation ordinance.
- c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of similar areas.
- d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains will be extended in accordance with the provisions of the City's codes, ordinances, regulations, policies and contract obligations. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations, policies and contract obligations. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of similar areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.
- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or

any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Grand Prairie water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 10105, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations, policies and contract obligations. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Grand Prairie codes, ordinances, regulations, policies and contract obligations. City participation in the costs of these extensions shall be in accordance with the City of Grand Prairie's codes, ordinances, regulations, policies and contract obligations. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of similar areas.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable annexation ordinance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's codes, ordinances, regulations, policies, procedures and contract obligations.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within the annexed property, the policies of the City of Grand Prairie with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory list for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority list and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric

provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within the annexed area within sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.
- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Grand Prairie, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexation ordinance.
- 5) As development and construction commence in the annexed area, sufficient personnel will be provided to furnish the annexed area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to the annexation area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the annexed area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from annexed areas.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Grand Prairie on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Grand Prairie, such as municipal and general administration will be made available on the effective date of the annexation. The City of Grand Prairie shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Grand Prairie with similar topography, land use, and population density similar to those reasonably contemplated and projected in the annexation area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Grand Prairie to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation.
- 2) The City of Grand Prairie's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at:

https://library.municode.com/tx/grand_prairie/codes/code_of_ordinances?nodeId=COORGRPRTE

M) AMENDMENTS

- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 06/18/2024

PRESENTER: Tiffany Bull, Deputy City Attorney

TITLE: Ordinance Adopting the Annexation of Certain Territory Located in the Extraterritorial Jurisdiction of the City of Grand Prairie, Texas, to Wit: Being approximately 5.730 Acre Tract of Land in Ellis County, Texas and Being More Particularly Described and Graphically Depicted in Exhibit "A", Such Tract is Generally Described as 262 Cuad Irr. Co; 1280 R M Wyatt and Identified by Ellis County Appraisal District Property ID 261510 and All Adjacent Rights-of-way into the City of Grand Prairie, Texas; Providing for Incorporation of Premises, Amending of the Official City Map, and Acknowledging a Service Plan; Requiring the Filing of this Ordinance with the County Clerk; Prescribing for Effect on Territory, Granting as Appropriate to All the Inhabitants of Said Property All the Rights and Privileges of Other Citizens and Binding Said Inhabitants by All of the Acts, Ordinances, Resolutions, and Regulations of the City of Grand Prairie, Texas; Providing Cumulative Repealer, Severability, and Savings Clauses; Providing for Engrossment and Enrollment; and Providing an Effective Date

**REVIEWING
COMMITTEE:**

PURPOSE OF REQUEST:

On April 16, 2024, the City Council approved a Development Agreement with Provident Realty Advisors, their Affiliates, and the Prairie Ridge Municipal Management District No. 1. The agreement provided for the phased annexation of land currently located within the extra-territorial jurisdiction of the City of Grand Prairie. The development standards for the first phase were included in the development agreement. The first phase is being annexed in three separate tracts through three separate ordinances. The first reading of this ordinance was approved May 7, 2024, after a public hearing.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF GRAND PRAIRIE, TEXAS, TO WIT: BEING AN APPROXIMATELY 5.730 ACRE TRACT OF LAND IN ELLIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT “A”, SUCH TRACT IS GENERALLY DESCRIBED AS 262 CUAD IRR CO; 1280 R M WYATT AND IDENTIFIED BY ELLIS COUNTY APPRAISAL DISTRICT PROPERTY ID 261510 AND ALL ADJACENT RIGHTS-OF-WAY INTO THE CITY OF GRAND PRAIRIE, TEXAS; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF GRAND PRAIRIE, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Grand Prairie is a Home Rule Municipality located in Dallas, Tarrant, and Ellis County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas and the Grand Prairie City Charter (the “City”); and

WHEREAS, on April 16, 2024, the Board of Directors for the Tarrant Regional Water District (“Owner”) took action to request annexation into the City of Grand Prairie by voting to approve a municipal services agreement with Grand Prairie and consenting to the voluntary annexation into the City of Grand Prairie; and

WHEREAS, the notice of the public hearing was published in a newspaper of general circulation within the City of Grand Prairie, Texas and the area to be annexed, on the 24th day of April, 2024, such date being not more than twenty (20) days nor less than ten (10) days prior to the public hearing; and

WHEREAS, all City of Grand Prairie charter requirements and required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City’s internet website; and

WHEREAS, any and all required written notices and offers were timely sent to the property owner and others entitled to same; and

WHEREAS, the Ordinance was first published in a newspaper of general circulation in the City on April 24, 2024;

WHEREAS, after providing notice as required by applicable law, a public hearing was conducted in accordance with applicable law, on the 7th day of May, 2024, in the City of Grand Prairie Council Chambers, to consider the annexation of the property being more particularly described and depicted in Exhibit “A”, attached hereto and incorporated as if fully set forth herein (the “Property”), and all adjacent rights-of-way; and

WHEREAS, the City Council of the City of Grand Prairie, Texas has determined that the Property is located in the extraterritorial jurisdiction of the City of Grand Prairie, Texas; and

WHEREAS, the City Council of the City of Grand Prairie, Texas has investigated into, has determined and officially finds that no part of the Property is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely

surrounded by the City of Grand Prairie's limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B" and incorporated as if fully set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, THAT:

SECTION 1. INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The City Manager is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3. ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4. FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5. EFFECT ON TERRITORY

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Grand Prairie, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Grand Prairie, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6. CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7. SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call

or description in Exhibit “A” preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8. ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Grand Prairie is hereby directed to engross and enroll this Ordinance by copying the Caption in the minutes of the City Council of the City of Grand Prairie and by filing this Ordinance in the Ordinance records of the City.

SECTION 9. EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

FIRST READING PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS ON THE ___ DAY OF _____, 2024. SECOND AND FINAL READING PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS ON THIS THE ___ DAY OF _____, 2024.

APPROVED:

Ron Jensen, Mayor

ATTEST:

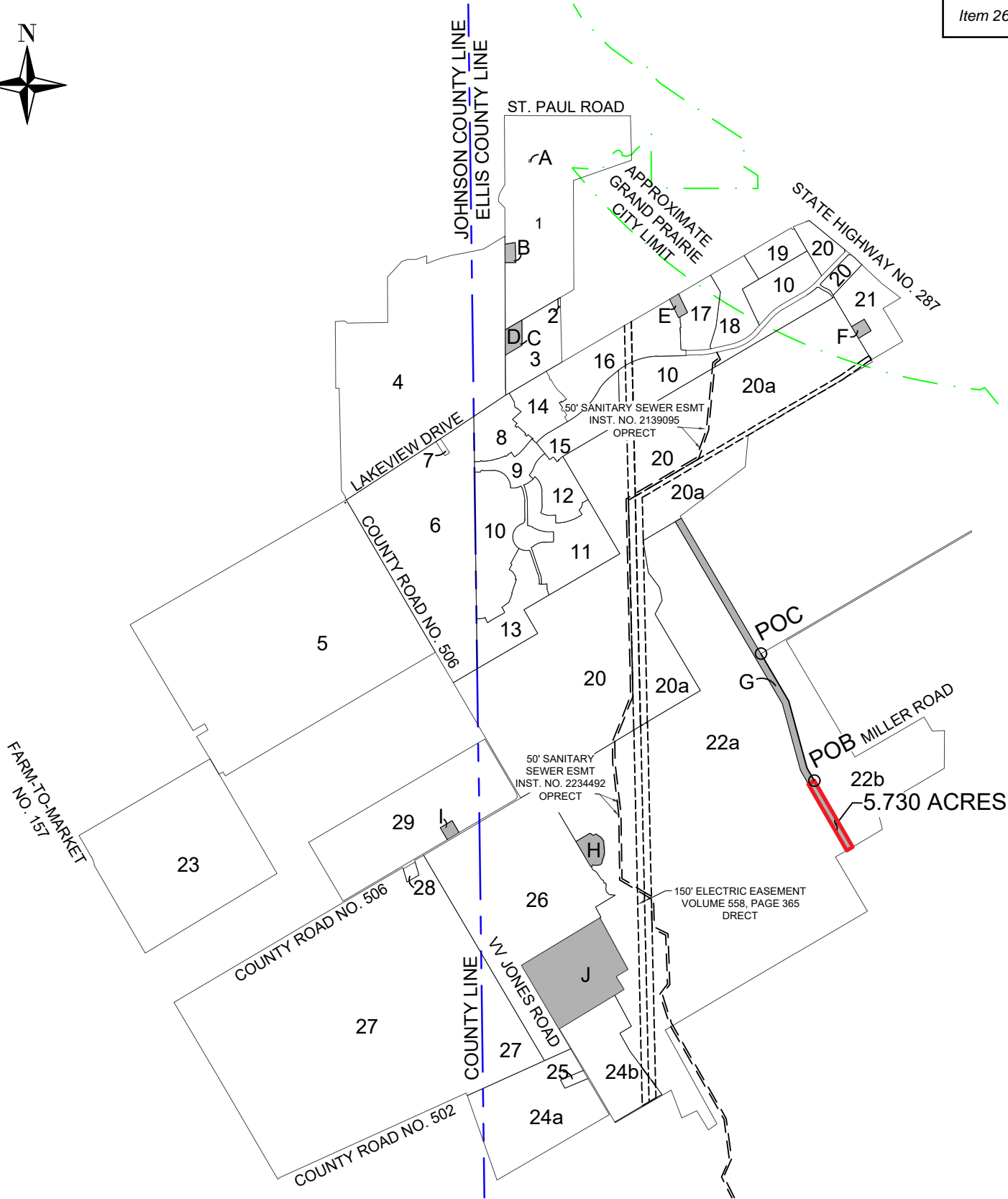
APPROVED AS TO FORM:

City Secretary

City Attorney

Exhibit "A"
Property Legal Description and Depiction

BEING the land described by the attached metes and bounds and depiction of the area and including any and all adjacent rights-of-way.



YAZEL PEEBLES & ASSOCIATES LLC

P.O. Box 210097
Bedford, TX 76095

TBPELS 10194022
817.268.3316
ypassociates.com
info@ypassociates.com

ANNEXATION EXHIBIT

5.730 ACRES

Ellis County, Texas

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

METES AND BOUNDS DESCRIPTION:

BEING a 5.730 acre tract of land situated in the Cuadrilla Irrigation Co. Survey, Abstract No. 262 and the R. Wyatt Survey, Abstract No. 1280, Ellis County, Texas and being part of a tract of land described in Special Warranty Deed to Tarrant Regional Water District recorded in Instrument No. 1406456 (Volume 2757, Page 953) of the of the Deed Records, Ellis County, Texas (DRECT);

COMMENCING in the East line of said Tarrant Regional Water District tract at the Northwest corner of a tract of land described as Parcel B in a deed to Prairie Ridge Investors LP recorded in Instrument Number 2220050 of the of the Official Public Records, Ellis County, Texas and at the Southwest corner of Buffalo Hills 1 & 2 Additions, recorded in Cabinet B, Slide 40 of said PRECT;

THENCE with said East line and the West line of said Parcel B the following three (3) courses and distances:

1. South 30°27'56" East, a distance of 1,192.41 feet to point;
2. South 15°09'36" East, a distance of 1,502.74 feet to a point;
3. South 30°08'40" East, a distance of 324.63 feet to a point in the approximate centerline of Miller Road and at the POINT OF BEGINNING;

THENCE South 30°08'40" East, continuing with said East line of Tarrant Regional Water District tract and said West line of Parcel B, a distance of 1,663.94 feet to a point at the Southeast corner of said Tarrant Regional Water District tract;

THENCE South 59°51'49" West, a distance of 150.00 feet to a point at the Southwest corner of said Tarrant Regional Water District tract;

THENCE North 30°08'40" West, a distance of 1,663.93 feet to a point in the approximate centerline of said Miller Road;

THENCE North 59°51'43" East, with said approximate centerline, a distance of 150.00 feet to the **POINT OF BEGINNING** and containing 5.730 acres of land, more or less.

EXHIBIT

YAZEL PEEBLES & ASSOCIATES LLC

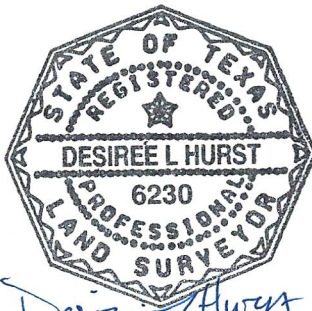
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5.730 ACRES
Survey, Abstract No. 262 and
R. Wyatt Survey, Abstract No. 1280
Ellis County, Texas

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



Exhibit "B"
Substance from body of executed Service Agreement the Property

Upon annexation, the City of Grand Prairie is agreeing to provide all municipal services to the Land at a level which is comparable to those provided throughout the City. However, due to state law limitations, the City cannot provide solid waste services during the first two years unless a privately owned solid waste management service provider is unavailable. Additionally, to the extent the Land is located within the Certificate of Convenience and Necessity (CCN) of another entity, the services governed by such CCN will be provided by the entity holding the CCN as opposed to the City.



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 06/18/2024

PRESENTER: Tiffany Bull, Deputy City Attorney

TITLE: Ordinance Adopting the Annexation of Certain Territory Located in the Extraterritorial Jurisdiction of the City of Grand Prairie, Texas, to Wit: Being approximately 140.030 Acre Tract of Land in Ellis County, Texas and Being More Particularly Described and Graphically Depicted in Exhibit “A”, Such Tract is Generally Located South of 287 and East of Ellis County Parcel ID 261510 Including Land Situated in the Cuadrilla Irrigation Co. Survey, Abstract No 262, the R. Wyatt Survey, Abstract No. 1280, and All Adjacent Rights-of-way into the City of Grand Prairie, Texas; Providing for Incorporation of Premises, Amending of the Official City Map, and Acknowledging a Service Plan; Requiring the Filing of this Ordinance with the County Clerk; Prescribing for Effect on Territory, Granting as Appropriate to All the Inhabitants of Said Property All the Rights and Privileges of Other Citizens and Binding Said Inhabitants by All of the Acts, Ordinances, Resolutions, and Regulations of the City of Grand Prairie, Texas; Providing Cumulative Repealer, Severability, and Savings Clauses; Providing for Engrossment and Enrollment; and Providing an Effective Date

**REVIEWING
COMMITTEE:**

PURPOSE OF REQUEST:

On April 16, 2024, the City Council approved a Development Agreement with Provident Realty Advisors, their Affiliates, and the Prairie Ridge Municipal Management District No. 1. The agreement provided for the phased annexation of land currently located within the extra-territorial jurisdiction of the City of Grand Prairie. The development standards for the first phase were included in the development agreement. The first phase is being annexed in three separate tracts through three separate ordinances. The first reading of this ordinance was approved May 7, 2024, after a public hearing.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF GRAND PRAIRIE, TEXAS, TO WIT: BEING AN APPROXIMATELY 140.030 ACRE TRACT OF LAND IN ELLIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT “A”, SUCH TRACT IS GENERALLY LOCATED SOUTH OF 287 AND EAST OF ELLIS COUNTY PARCEL ID 261510 INCLUDING LAND SITUATED IN THE CUADRILLA IRRIGATION CO. SURVEY, ABSTRACT NO. 262, THE R. WYATT SURVEY, ABSTRACT NO. 1280, AND ALL ADJACENT RIGHTS-OF-WAY INTO THE CITY OF GRAND PRAIRIE, TEXAS; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF GRAND PRAIRIE, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Grand Prairie is a Home Rule Municipality located in Dallas, Tarrant, and Ellis County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas and the Grand Prairie City Charter (the “City”); and

WHEREAS, following receipt of a request from each owner (the “Owners”) of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 7th day of May, 2024, in the City of Grand Prairie Council Chambers, to consider the annexation of the property being more particularly described and depicted in Exhibit “A”, attached hereto and incorporated as if fully set forth herein (the “Property”); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notice of the public hearing was published in a newspaper of general circulation within the City of Grand Prairie, Texas and the area to be annexed, on the 24th day of April, 2024, such date being not more than twenty (20) days nor less than ten (10) days prior to the public hearing; and

WHEREAS, the Ordinance was first published in a newspaper of general circulation in the City on April 24, 2024;

WHEREAS, all City of Grand Prairie charter requirements and all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City’s internet website; and

WHEREAS, the City Council of the City of Grand Prairie, Texas has determined that the Property is located in the extraterritorial jurisdiction of the City of Grand Prairie, Texas; and

WHEREAS, the City Council of the City of Grand Prairie, Texas has investigated into, has determined and officially finds that no part of the Property is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Grand Prairie’s limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit “B” and incorporated as if fully set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, THAT:

SECTION 1. INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The City Manager is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3. ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4. FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5. EFFECT ON TERRITORY

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Grand Prairie, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Grand Prairie, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6. CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7. SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit “A” preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8. ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Grand Prairie is hereby directed to engross and enroll this Ordinance by copying the Caption in the minutes of the City Council of the City of Grand Prairie and by filing this Ordinance in the Ordinance records of the City.

SECTION 9. EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

FIRST READING PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS ON THE ____ DAY OF _____, 2024. SECOND AND FINAL READING PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS ON THIS THE ____ DAY OF _____, 2024.

APPROVED:

Ron Jensen, Mayor

ATTEST:

APPROVED AS TO FORM:

City Secretary

City Attorney

Exhibit "A"

BEING the land described by the attached metes and bounds and depiction of the area and including any and all adjacent rights-of-way.

METES AND BOUNDS DESCRIPTION:

BEING a 140.030 acre tract of land situated in the Cuadrilla Irrigation Co. Survey, Abstract No. 262 and the R. Wyatt Survey, Abstract No. 1280, Ellis County, Texas and being all of a tract of land described as Parcel B in a deed to Prairie Ridge Investors LP recorded in Instrument Number 2220050 of the of the Official Public Records, Ellis County, Texas;

BEGINNING at the Northwest corner of said Parcel B and at the Southwest corner of Buffalo Hills 1 & 2 Additions, recorded in Cabinet B, Slide 40 of said PRECT;

THENCE North 59°56'05" East, a distance of 618.70 feet to a point for corner;

THENCE North 59°39'57" East, a distance of 4,673.59 feet to a point for corner in the westerly line of Old Fort Worth Road;

THENCE South 28°30'19" East, along said westerly line, a distance of 30.00 feet to a point for corner;

THENCE South 59°39'46" West, a distance of 4,672.00 feet to a point for corner;

THENCE South 30°33'22" East, a distance of 2,937.75 feet to a point for corner;

THENCE North 59°51'43" East, a distance of 1,736.19 feet to a point for corner;

THENCE South 30°16'33" East, a distance of 356.33 feet to a point for corner;

THENCE North 87°53'29" East, a distance of 262.24 feet to a point for corner;

THENCE South 0°18'42" West, a distance of 816.27 feet to a point for corner;

THENCE South 59°25'36" West, a distance of 1,693.00 feet to a point for corner;

THENCE South 13°50'41" East, a distance of 478.03 feet to a point for corner;

THENCE South 59°10'29" West, a distance of 750.05 feet to a point for corner;

THENCE North 30°08'40" West, a distance of 1,988.57 feet to a point of non-tangency;

THENCE North 15°09'36" West, a distance of 1,502.74 feet to a point of non-tangency;

THENCE North 30°27'56" West, a distance of 1,192.41 feet to the POINT OF BEGINNING and containing 140.030 acres of land, more or less.

EXHIBIT "A"

YAZEL PEEBLES & ASSOCIATES LLC

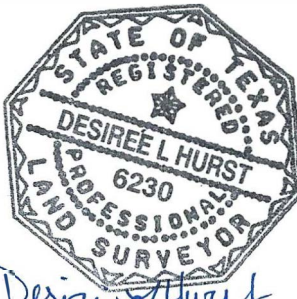
P.O. Box 210097
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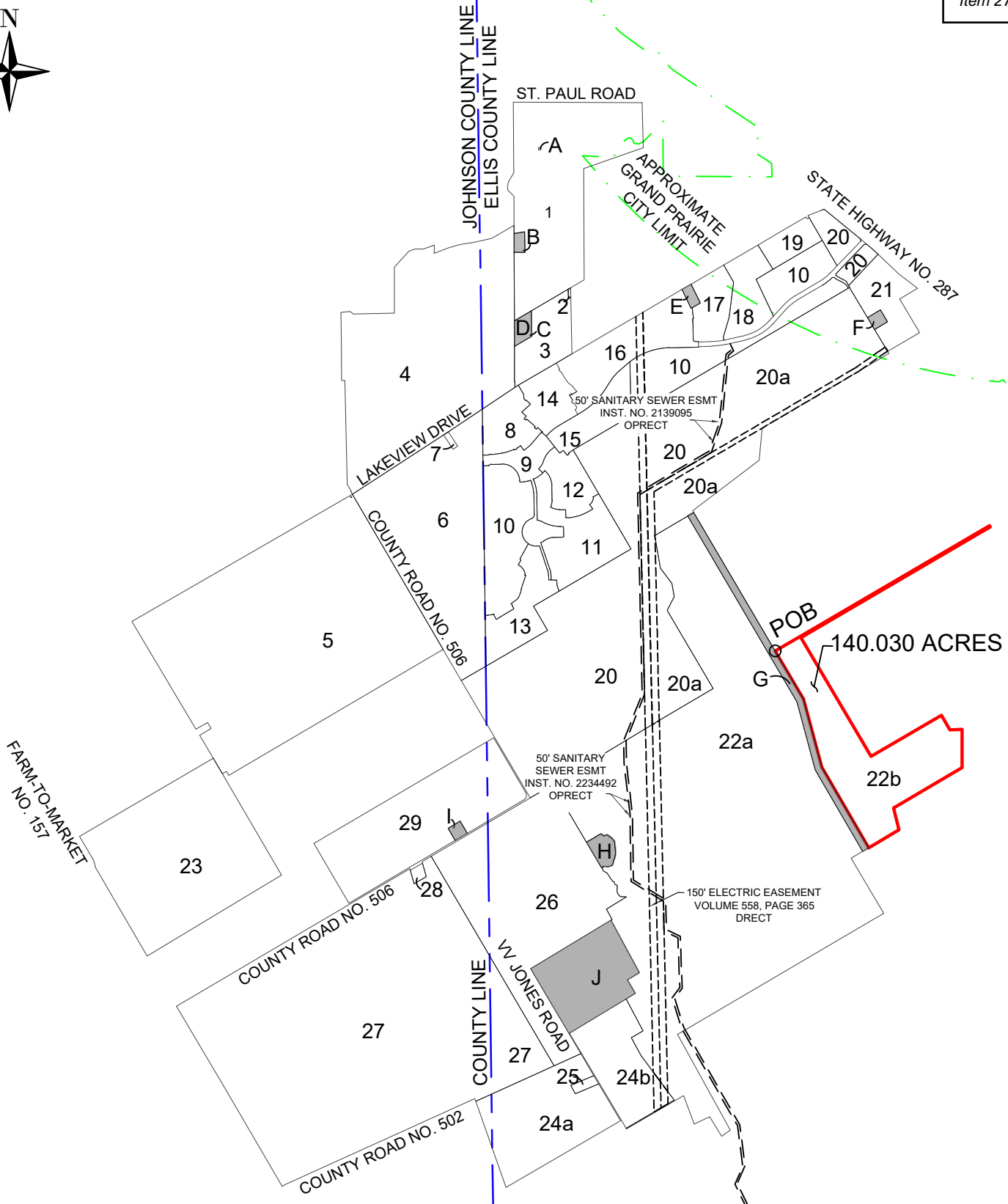
ypassociates.com

info@ypassociates.com



140.030 ACRES
Survey, Abstract No. 262 and
R. Wyatt Survey, Abstract No. 1280
Ellis County, Texas

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



YAZEL PEEBLES & ASSOCIATES LLC



P.O. Box 210097
Bedford, TX 76095

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ANNEXATION EXHIBIT

140.03 ACRES

Ellis County, Texas

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Exhibit "B"

Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code, Chapter 43. Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Grand Prairie in accordance with the following plan. The City of Grand Prairie shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Grand Prairie with similar topography, land use, and population density. The provisions of the service plan will be made available for public inspection and explained at a public hearing held by the City Council prior to annexation.
- 2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services. Provisions of this service plan related to the City providing public infrastructure facilities are conditioned upon the ETJ property owner's obligation to design and construct the public infrastructure consistent with the "Development Agreement (Goodland)" entered between the Parties on September 19, 2023 and filed in the county land records.

B) EMERGENCY SERVICES

1) Police Protection

- a) Police protection from the City of Grand Prairie Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
- b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of similar areas.**
- c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

- a) The Grand Prairie Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;

- v) Technical rescue response; and
 - vi) Construction Plan Review and required inspections.
- b) Fire protection from the City of Grand Prairie shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Grand Prairie on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of similar areas. It is anticipated that fire stations planned to service areas currently with the City of Grand Prairie will be sufficient to serve the annexed area.
 - d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

- a) Following removal of any annexed property from an emergency services district, if any, the Grand Prairie Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
 - iii) Medical rescue services.
- b) Emergency Medical Services (EMS) from the City of Grand Prairie shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Grand Prairie on the effective date of the annexation ordinance.
- c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of similar areas.
- d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains will be extended in accordance with the provisions of the City's codes, ordinances, regulations, policies and contract obligations. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations, policies and contract obligations. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of similar areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.
- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or

any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Grand Prairie water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 10105, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations, policies and contract obligations. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Grand Prairie codes, ordinances, regulations, policies and contract obligations. City participation in the costs of these extensions shall be in accordance with the City of Grand Prairie's codes, ordinances, regulations, policies and contract obligations. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of similar areas.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable annexation ordinance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's codes, ordinances, regulations, policies, procedures and contract obligations.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within the annexed property, the policies of the City of Grand Prairie with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory list for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority list and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric

provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within the annexed area within sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.
- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Grand Prairie, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexation ordinance.
- 5) As development and construction commence in the annexed area, sufficient personnel will be provided to furnish the annexed area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to the annexation area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the annexed area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from annexed areas.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Grand Prairie on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Grand Prairie, such as municipal and general administration will be made available on the effective date of the annexation. The City of Grand Prairie shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Grand Prairie with similar topography, land use, and population density similar to those reasonably contemplated and projected in the annexation area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Grand Prairie to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation.
- 2) The City of Grand Prairie's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at:

https://library.municode.com/tx/grand_prairie/codes/code_of_ordinances?nodeId=COORGRPRT

M) AMENDMENTS

- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 06/18/2024

PRESENTER: Esther Coleman, Housing and Neighborhood Services Director

TITLE: Public Hearing and Ordinance approving the Program Year 2024 Community Development Block Grant (CDBG) and HOME Budgets

REVIEWING COMMITTEE: (Reviewed by the Finance and Government Committee on 06/04/2024)

ANALYSIS:

Proposed 2024 CDBG

The Housing and Community Development Act of 1974, as amended, combines several previous federal programs for community development into a single block grant. Community Development Block Grant (CDBG) activities must primarily benefit low and moderate-income persons and/or neighborhoods. Community development activities must meet 1 of 3 primary CDBG Objectives, decent housing, suitable living environment, or expanded economic opportunity.

Total CDBG funding has **decreased** by \$31,530.00 from \$1,570,881.00 (2023) to \$1,539,351.00 (2024). As in previous years, the number of CDBG proposals exceeded the amount of CDBG funds available. Attached is a summary of the 2024 proposed programs as **Exhibit 1**. The CDBG Program Development process included neighborhood public hearings in February 2023, Request for Proposals (RFP) and the Housing and Community Improvement Commission (HCIC) priority rating meeting in April 2024.

Exhibit 2 includes the proposed 2024 CDBG/HOME budget, which continues funding for existing CDBG/HOME programs based on the HCIC priority and staff's evaluation.

The HOME Program was created by the National Affordable Housing Act of 1990 (NAHA) to provide decent affordable housing to lower-income households and to leverage private-sector participation.

Grand Prairie is receiving \$525,476.00 for program year 2024, which is a **decrease** of \$94,532.00 in HOME funds from last year's allocation of \$620,008.00.

FINANCIAL CONSIDERATION:

The 2024 CDBG and HOME Programs, funded by the U.S. Department of Housing and Urban Development (HUD), will commence on October 1, 2024, and end September 30, 2025. The total estimated to be available is summarized below.

CDBG, \$1,539,351.00

HOME, \$525,476.00

BODY**AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, APPROVING AND ADOPTING THE PROGRAM YEAR 2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME BUDGETS**

WHEREAS, the Consolidated Plan application provided federal funds through the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the CDBG and HOME Programs are authorized by entitlement (Community Development Act of 1994) and participating jurisdiction (National Affordable Housing Act <NAHA> of 1990) respectively as amended within the Federal Code of Regulations; and

WHEREAS, the CDBG and HOME Program allow the City to provide various projects, activities, and programs benefiting low and moderate income persons and families as developed through five year Consolidated Plan, and a one year Action Plan; and

WHEREAS, the CDBG and HOME Program application provides funding in the amounts of \$1,539,351.00 and \$525,476.00 and

WHEREAS, the PROGRAM YEAR 2024 budgets have been developed through public hearings in accordance with the CDBG and HOME program guidelines and regulations.

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

SECTION 1. That the City Council of the City of Grand Prairie adopt the program year 2024 Community Development Block Grant (CDBG) and HOME Program budgets delineated in the attached Exhibits 1 and 2.

SECTION 2. That the City Council approves and authorizes the City Manager or his designee to enter into contracts utilizing CDBG/HOME funding as allocated by the City Council within designated federal guidelines not to exceed \$100,000.00.

SECTION 3. That this Ordinance shall become effective upon its passage and approval, and it is accordingly so ordained.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 18TH DAY OF JUNE 2024.

EXHIBIT 1 (Pg. 1 of 3)**CITY OF GRAND PRAIRIE
2024 CDBG PROGRAM SUMMARY****Program Administration*****CDBG Program Administration \$297,511***

This includes oversight, management, monitoring and coordination of the CDBG Program. This pays the full salaries of the Neighborhood Services Manager, and Neighborhood Services Specialist.

Fair Housing \$10,000

Provision of fair housing services and counseling is available to all city residents. The budget supports part of the Fair Housing Officer's activities.

Rehabilitation, Code and Housing Related***Housing Rehabilitation, Reconstruction, Emergency, Homeownership and Program Direct Delivery Cost \$440,940***

Payment of operational expenses for the Housing and Emergency Rehabilitation Program, HOME, BuyinG-Power, and public service agency administration. This program pays for the salaries of staff positions.

Housing Rehabilitation/Reconstruction \$235,000

This program provides full rehab assistance up to \$30,000 and reconstruction up to \$160,000 for citizens 60 years and older or disabled utilizing CDBG funds. Liens are filed to protect the City's investment on single family low/mod owner occupied units. Depending on income, deferred payment, 0 percent, 1 percent, and 3 percent loans are utilized.

Emergency Small Home Repair \$60,000

This program provides emergency repairs up to \$5,000 to alleviate health, safety, and public welfare conditions. Emergencies must occur without warning and applicants must be 50% of the median area income or below.

BuyinG-Power Program \$15,000

The City of Grand Prairie BuyinG-Power Program will help pay initial costs to help qualified low- and moderate-income citizens purchase a home. The city will provide up to \$7,500 which can be used towards half of the down payment and/or reasonable closing costs. The home purchased must be the primary residence of the buyer and located within the city limits of Grand Prairie.

EXHIBIT 1 (Pg. 2 of 3)**Public Service Activities*****Grand Prairie United Charities \$67,400***

Provide salaries for a Caseworker, Administrative Assistant, Office Coordinator, and Donation Coordinator to assist Low Income families and water bill payments for clients. Services provided are food pantry, rent/mortgage, utility assistance (electric, water, gas), etc. for Grand Prairie families in need.

Children First Center \$67,400

Funds are used for abuse counseling at a reduced cost. It makes counseling affordable to qualified low/mod income and presumptive benefactor persons. This includes counseling and guidance services with a primary focus on child abuse prevention.

Lifeline Shelter for Families \$67,400

This program was established to address the problem of homelessness in Grand Prairie providing full services to homeless families including shelter, food, clothing, transportation along with educational and employment services. This funding will be used to offset the salary of the Case Manager and Executive Director. The focus is on families with children based on students classified as homeless in the Grand Prairie Independent School District.

GP Charlie Taylor/Shotwell/Dalworth Day Camps & The Epic \$20,000

After school and day camps are provided Monday – Friday for school age children under the supervision of the Parks and Recreation Department. This service will be provided to low- and moderate-income children that reside in the City of Grand Prairie.

The Visiting Nurse Association of Texas (VNA) Meals on Wheels \$8,700

Provides nutritious, hot, home-delivered meals and vital socialization to those who due to illness, advanced age or disability are unable to obtain or prepare meals for themselves.

EXHIBIT 1 (Pg. 3 of 3)**Public Facilities, Improvements and Projects*****Sidewalks Repair and Replacement \$150,000***

This project will repair / replace concrete sidewalks along streets where children routinely walk to school in CDBG Low-Moderate census tract areas. Maintaining these sidewalks will increase the children's safety and beautify the neighborhoods.

Luckett Gardens \$100,000

This project will build a Greenhouse, Storage Facility, Fence and Restrooms in the CDBG Low-Moderate census tract area of Dalworth. Maintaining this garden will address food deserts, but also promote economic opportunity and sustainability as well as beautify the neighborhood.

HOME Program***Home Rehabilitations (HRP)/Home Reconstructions \$325,476***

The rehabilitation and reconstruction program provides deferred payment, 0% and 3% loans up to \$85,000 for low and moderate-income homeowners 60 years and older or disabled citizens to rehab single-family homes and is used in conjunction with the CDBG Rehabilitation Program. Liens are filed to protect the City's investment on single family low/mod owner occupied units Applications are accepted on a first-come first-served basis and rehabs and/or reconstructions are conducted based on need.

***Grand Prairie Community Housing Development Organization, Inc.
(CHDO) \$200,000***

This organization provides revitalization to Grand Prairie city wide through new construction and lot development for single family units. This funding will be used primarily for lot acquisition and construction to provide affordable housing for low to moderate income qualified families.

Esther Coleman, Director
Housing and Neighborhood Services

City of Grand Prairie Housing and Neighborhood Services PY 2024		EXHIBIT 2			
APPLICANT ORGANIZATION	PROJECT DESCRIPTION			FUNDED	
CDBG - \$1,539,351 HOME - \$525,476		2023 Budget	PY 2024 Funds Requested	PY 2024	HCIC
Program Administration	\$ 1,539,351.00				
CDBG Program Administration	Salaries, managing CDBG program	\$269,960	\$297,511	\$297,511	
Fair Housing	Services, counseling, and outreach	\$5,000	\$10,000	\$10,000	
20% cap \$314,177					
SUB-TOTAL		\$274,960	\$307,511	\$307,511	
Rehabilitation, Code, Housing					
Rehab/Recon/Direct Delivery	Salaries, operation, expenses	\$423,640	\$440,940	\$440,940	
Housing Rehabilitation/Reconstruct	Rehab & reconstruction of single family homes	\$400,000	\$235,000	\$235,000	
Emergency Repair	Repair single family homes	\$75,000	\$60,000	\$60,000	
Buying-Power Program (LMH)	1st time Home Buyer Program	\$30,000	\$15,000	\$15,000	
SUB-TOTAL		\$928,640	\$750,940	\$750,940	
Public Service Activity					
GP United Charities (LMC)	Provides food rent & utility assistance	\$70,000	\$80,000	\$67,400	Recommended
Children First Center (LMC)	Child abuse prevention and counseling	\$77,281	\$151,041	\$67,400	Recommended
Life Line Shelter for Families (LMC)	Homeless Program	\$50,000	\$113,387	\$67,400	Recommended
VNA (Meals on Wheels)	Provides food to the elderly and disabled	\$0	\$8,700	\$8,700	Recommended
GP Charlie Taylor/Shotwell/Dalworth Day Camp/The Epic (LMC)	After school and summer day camp	\$20,000	\$20,000	\$20,000	Recommended
				Received RFP's over cap by \$142,226	
15% limit of \$1,539,351=	\$230,902				
SUB-TOTAL		\$217,281	\$373,128	\$230,900	
Public Facility and Improvements and Projects					
Lockett Gardens	Storage Facility, Greenhouse, Fence and Restrooms	\$0	\$100,000	\$100,000	
Sidewalks improvement & installation	Repair & install sidewalks (LMA)	\$150,000	\$150,000	\$150,000	
SUB-TOTAL					
CDBG TOTAL		\$1,570,881	\$1,681,579	\$1,539,351	\$0
HOME Program (15% CHDO set aside)	is \$78,821				
HOME Rehab (HRP) HOME Reconstruct	Rehab & reconstruct of single family homes	\$395,000	\$325,476	\$325,476	
GP CHDO / Dreambuilder	New construction / build affordable homes	\$225,008	\$200,000	\$200,000	
HOME TOTAL		\$620,008	\$525,476	\$525,476	



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 06/18/2024

REQUESTER: Monica Espinoza, Administrative Supervisor

PRESENTER: Savannah Ware, AICP, Chief City Planner

TITLE: ZON-24-03-0008 - Zoning Change/Concept Plan. Zoning Change creating a Planned Development District for Light Industrial including Data Center uses. 1,430.794 acres generally located west of HWY 287, south of Prairie Ridge Blvd, Parcel IDs 190600, 181262, 261509, 261512, 193077, 179637, 291089, 277740, 179561, 179552, 186391, 242136, City of Grand Prairie Extraterritorial Jurisdiction, Ellis County, Texas (On April 22, 2024, the Planning and Zoning Commission recommended approval by a vote of 7-0)

APPLICANT: Daniel Twigge, Provident Realty Advisors, Inc.

RECOMMENDED ACTION: Approve

SUMMARY:

Zone Change creating a Planned Development District for Light Industrial including Data Center uses. 1,430.794 acres generally located west of HWY 287, south of Prairie Ridge Blvd, Parcel IDs 190600, 181262, 261509, 261512, 193077, 179637, 291089, 277740, 179561, 179552, 186391, 242136, City of Grand Prairie Extraterritorial Jurisdiction, Ellis County, Texas.

PURPOSE OF REQUEST:

The applicant wishes to rezone the subject parcels, creating a Planned Development District to allow Light Industrial including Data Center uses.

ADJACENT LAND USES:

The following table summarizes the zoning designation and existing use for the surrounding properties.

Table 1. Adjacent Zoning and Land Use

Direction	Zoning	Existing Use
North	Agricultural	Undeveloped, Residential, Prairie Ridge
South	N/A (Grand Prairie ETJ)	Undeveloped, Residential, Industrial
West	N/A (Grand Prairie ETJ)	Undeveloped, Residential

East	PD-451	Undeveloped, Residential
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HISTORY:

- April 16, 2024: City Council approved a Development Agreement with Provident Realty Advisors, Inc. on Behalf of Affiliated Entities and Prairie Ridge Municipal Management District No. 1 to Establish Development Standards.

PROPOSED USE CHARACTERISTICS AND FUNCTION:

The applicant wishes to rezone the subject parcels, creating a Planned Development (PD) to allow Light Industrial including Data Center use per the Development Agreement (DA). This zone change request is necessary to align future development in this area with the approved DA. The approved PD allows staff to review any future development applications per the standards established by the DA.

PUBLIC NOTICE:

Notice of this item was published in the Fort Worth Star Telegram and letters were provided to 21 surrounding properties meeting the distance requirements in the Unified Development Code. As of the writing of this staff memo, the following letters have been received:

In Support: None

In Opposition: One

RECOMMENDATION:

- On April 22, 2024, the Planning and Zoning Commission recommended approval by a vote of 7-0
- The Development Review Committee (DRC) recommends approval as the proposed zone change is consistent with the approved Developer Agreement.

BODY:

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE ZONING ORDINANCE AND MAP TO REZONE 1,430.794 ACRES OF LAND LOCATED WEST OF HWY 287, SOUTH OF PRAIRIE RIDGE BOULEVARD, CITY OF GRAND PRAIRIE, ELLIS COUNTY, TEXAS (PARCEL IDs 190600, 181262, 261509, 261512, 193077, 179637, 291089, 277740, 179561, 179552, 186391, 242136) FROM AGRICULTURE DISTRICT TO A PLANNED DEVELOPMENT FOR LIGHT INDUSTRIAL INCLUDING DATA CENTER USES; SAID ZONING MAP AND ORDINANCE BEING ORDINANCE NUMBER 7779 AND PASSED ON NOVEMBER 20, 1990; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; CONTAINING A SAVINGS CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND TO BECOME EFFECTIVE UPON ITS PASSAGE AND APPROVAL

WHEREAS, the owners of the property described herein below filed application with the City of Grand Prairie, Texas, petitioning an amendment of the Zoning Ordinance and Map of said city so as to change the zoning designation of said property from Agriculture to a Planned Development District for Light Industrial including Data Center uses; and

WHEREAS, the Planning and Zoning Commission of Grand Prairie, Texas, held a public hearing on said application on April 22, 2024, after written notice of such public hearing before the Planning and Zoning Commission on the proposed rezoning had been sent to owners of real property lying within 300 feet of the property on which the change of classification is proposed, said Notice having been given not less than ten (10) days before the date set for hearing to all such owners who rendered their said property for City taxes as the ownership appears on the last approved City Tax Roll, and such Notice being served by depositing the same, properly addressed and postage paid, in the City Post Office; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Grand Prairie, Texas voted 7 to 0 to recommend to the City Council of Grand Prairie, Texas, that the hereinafter described property be rezoned from Agriculture to a Planned Development District for Light Industrial including Data Center uses; and

WHEREAS, Notice was given of a further public hearing to be held by the City Council of the City of Grand Prairie, Texas, in the City Hall Plaza Building at 6:30 o'clock P.M. on May 21, 2024, to consider the advisability of amending the Zoning Ordinance and Map as recommended by the Planning and Zoning Commission, and all citizens and parties at interest were notified that they would have an opportunity to be heard, such Notice of the time and place of such hearing having been given at least fifteen (15) days prior to such hearing by publication in the Fort Worth Star Telegram, Grand Prairie, Texas, a newspaper of general circulation in such municipality; and

WHEREAS, on May 21, 2024, City Council tabled this item to June 4, 2024 and, on June 4, 2024, this item was continued to June 18, 2024; and

WHEREAS, all citizens and parties at interest have been given an opportunity to be heard on the matter of the proposed rezoning and the City Council of the City of Grand Prairie, Texas, being informed as to the location and nature of the use proposed on said property, as well as, the nature and usability of surrounding property, have found and determined that the property in question, as well as, other property within the city limits of the City of Grand Prairie, Texas, has changed in character since the enactment of the original Zoning Ordinance, changing the zoning from its classification of Agriculture to a Planned Development District for Light Industrial including Data Center uses and, by reason of changed conditions, does consider and find that this amendatory Ordinance should be enacted since its provisions are in the public interest and will promote the health, safety and welfare of the community.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS THAT:

SECTION 1. Ordinance Number 4779, being the Zoning Ordinance and Map of the City of Grand Prairie, Texas, showing the locations and boundaries of certain districts, and said Zoning Ordinance and Map having been made a part of an Ordinance entitled:

“THE UNIFIED DEVELOPMENT CODE OF THE CITY OF GRAND PRAIRIE, TEXAS, AS PASSED AND APPROVED BY THE CITY COUNCIL ON THE 20TH DAY OF NOVEMBER, 1990, TOGETHER WITH ALL AMENDMENTS THERETO AND ENACTING A REVISED ORDINANCE ESTABLISHING AND PROVIDING FOR ZONING REGULATIONS; CREATING USE DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN...”

and passed and approved November 20, 1990, as amended, is hereby further amended so as to rezone the

following described area from Agriculture to a Planned Development District for Light Industrial including Data Center uses.

Description of Land:

1,430.794 acres generally located west of HWY 287, south of Prairie Ridge Blvd, Parcel IDs 190600, 181262, 261509, 261512, 193077, 179637, 291089, 277740, 179561, 179552, 186391, 242136, City of Grand Prairie Extraterritorial Jurisdiction, Ellis County, Texas, and as depicted and described in Exhibits A and B of Attachment 1.

SECTION 2. The purpose and intent of this zoning ordinance is to create a development framework that encourages and supports higher standards usually found in a master planned community.

SECTION 3. All boundaries, zoning, development standards, land uses, and other conditions of this Planned Development District shall conform to all requirements contained in the Unified Development Code of the City of Grand Prairie except as amended by Attachment 1, incorporated herein by reference. To the extent of a conflict between Attachment 1 and the Unified Development Code, the provisions of Attachment 1 shall control.

SECTION 4. All ordinances or parts of ordinances not consistent or conflicting with the provisions of this Ordinance are hereby repealed. Provided that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered in this Ordinance.

SECTION 5. It is further provided that in case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a Court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair or invalidate the remainder of this Ordinance.

SECTION 6. The terms and provisions of this Ordinance are severable and are governed by Section 1-4 of the Code of Ordinances of the City of Grand Prairie, Texas.

SECTION 7. This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS 18TH DAY OF JUNE 2024.

PLANNED DEVELOPMENT NO. #

ZONING CASE NO. ZON-24-03-0008

ORDINANCE NO. #-2024

A. APPLICABILITY

1. All development on land located within the boundaries of this Planned Development District (“PD”) shall adhere to the rules and regulations set forth in these Planned Development District Standards. These PD Standards govern development within this Property as described in Exhibit A - Boundary Description
2. In the event of any conflict or inconsistency between these Planned Development Standards and the Grand Prairie Unified Development Code, the terms and provisions of these Planned Development Standards shall control.
3. This Planned Development is consistent with the city of Grand Prairie’s comprehensive plan.

B. ZONING EXHIBIT AND SITE PLAN

1. Development shall be generally in conformance with “Exhibit C - Zoning Exhibit.” Street alignment for new streets and extensions of existing streets, as depicted in the Zoning Exhibits are illustrative and may shift to accommodate specific Site Plan needs.
2. Site Plans will be submitted in subsequent applications as Parcels (defined herein) are developed. Site Plans shall only be required to provide information on the relevant parcel, not other parcels in the PD District.
3. Site Plans shall include the following elements:
 - a. Requirements specified in Article 16 of the Unified Development Code.
 - b. Additionally, all building elevations submitted for site plan and building permit review shall include the following information:
 - i. Total surface area of all Primary Facades and Secondary Facades as defined herein;
 - ii. The height and percentage tabulations for all exterior wall materials;
 - iii. Articulation features proposed for each wall elevation subject to articulation requirements;
 - iv. Top of roof deck height being indicated by a dashed line on all building elevations; and
 - v. Rendering of all materials and colors proposed on all Primary building facades.
4. Approval of a Site Plan shall be required with the final plat for each phase of development to ensure compliance with the standards of the Planned Development. If the Site Plan is shown to comply with the standards and requirements of the PD, Section 3.B.1 of Appendix X shall not apply, and the Site Plan shall be approved administratively by the Planning Director or designee.

5. Variances to the standards of the Planned Development may be considered and approved by the Planning Director or their designee during the detailed site plan process if it is determined that the requested variances meet the general spirit and intent of these regulations, or are considered minor in nature.

C. CONCEPT PLAN.

A Concept Plan is not required for this planned development unless otherwise required in accordance with the provisions of this ordinance.

D. DEFINITIONS

1. Zoning Exhibit: means the geographic plan for the Property that establishes and delineates the Parcel boundaries for this Planned Development . Exhibit C – Zoning Exhibit, serves as the Zoning Exhibit.
2. Data Center: A facility used to house a collection of computer servers and associated components for the remote storage, processing, and distribution of large amounts of data for use by off-site end-users.
3. Parcel: means a land area within the area designated on Exhibit C – Zoning Exhibit which allows for the use of the base zoning district as amended herein.
4. Primary Frontage: means the boundary of a development lot which adjoins public right of way containing or planned to contain either (1) a “freeway/tollway” or (2) a “Principal Arterial” or (3) a “Minor Arterial” as defined by and designated within UDC Article 23 as of the effective date of this ordinance.
5. Secondary Frontage: means any other boundary of a development lot.
6. Visibility from Primary Frontage: means visual observation from a means of transportation (car, truck, bicycle, pedestrian) of the described elements within 200’ of a Primary Frontage.
7. Street: means public right of way containing or planned to contain a transportation facility defined in UDC Article 23 Section 4.
8. Building Façade, Primary:
A Primary Building Façade (or “Primary Facade”) means the exterior of the building that is visible from the Primary Frontage.
9. Secondary Façade: Building Facade, Secondary (or “Secondary Facade”) means as any exterior building side that is not defined as a Primary Façade.
10. Height (Building): the vertical distance of a building measured from the average established grade adjacent to the building to the highest point of the roof’s surface excluding chimneys,

cooling towers, elevator bulkheads, penthouses, tanks, water towers, radio towers, ornamental cupolas, domes, or spires, and parapet walls not exceeding ten (10) feet in height.

11. Average Established Grade: Mathematical average of constructed building's finished floor elevation(s) and finished elevations adjacent to constructed building(s) at four geographically distinct points along the building's perimeter. Intent is to measure building height(s) relative to proposed site grading.

E. LAND USES

1. Unless otherwise provided herein, development within the PD area shall comply with the provisions for the Light Industrial (LI) District and Appendix X in the UDC. Refer to Exhibit C – Zoning Exhibit for location and designation of Base Zoning District.
2. Additional Permitted Uses
In addition to all permitted uses in the LI District, Data Center, Electrical Switching Station, and Electrical Substations are permitted primary uses in the PD area. Trailer Parking, if screened in accordance with the standards herein, is a Permitted Ancillary use.

F. PLANNED DEVELOPMENT -AREA WIDE STANDARDS

The following standards apply in lieu of any conflicting regulations under the UDC:

1. Site Design Standards.
 - a. Block Length:
To accommodate industrial uses block lengths may exceed 1,200 feet.
 - b. Open Space Standards:
A designation of a minimum of 350 acres, as conceptually depicted in Exhibit D - Open Space Plan, shall satisfy, in full, the open space requirement for Section 6.3 of Appendix X. Site Plans for individual Parcels shall not be required to provide separate open space requirements except for any buffering or landscaping requirements.
 - i. The PD Open Space dedication includes utility easements and floodplain areas.
 - ii. Trail and Open Space Programming shall be provided in phases in rough proportion to the percentage of the PD area that is developed. Site Plans applications shall note the approximate percentage of the Open Space improvements that correspond with that Site Plan application.
 - iii. Trail and Open Space programming shall include public access.
 - iv. Trail Design: Any included trails may be concrete, paved, or utilize natural materials such as crushed rock or decomposed granite.
 - v. Open Space Programming: Programming elements may include a combination of the following:
 - Benches;
 - Trailheads;
 - Exercise Equipment;
 - Enhanced planting; or

- Other elements approved by the Planning Director
 - vi. Any additional Open Space, designated as part of a parcel containing a data center use may be restricted from public access, due to security concerns.
2. Base Landscaping Adjustments
- a. A minimum of one (1) tree per 750 square feet of required landscaping area is required.
 - b. A minimum of 1 shrub per 100 square feet of required landscaping area is required. Perimeter building plantings are not required if those plantings are placed elsewhere on the development site.
3. Building Design Standards.
- a. Building Height:
Primary structures shall not exceed a maximum building height of 140 feet.
 - b. Primary Building Façade:
A Primary Building Façade, as defined in the UDC, shall follow the standards in the UDC except as provided herein. Primary Façade building requirements shall be a minimum of 50 feet of the façade and may wrap a corner of the building 50 feet in each direction. Material and fenestration requirements of a Primary Façade shall only apply to this portion of the building. The remainder of the facade shall be considered a Secondary Building Façade.
 - c. Secondary Building Façade:
A Secondary Building Façade, as defined in the UDC, shall not have material, detail, or fenestration requirements except that no more than 50% of the façade shall be metal panel and the façade shall not include the prohibited materials listed in Appendix X of the UDC.
 - d. Functional Building Facades:
Building facades that serve as truck docks, service areas, or other exterior interfaces and access points are exempt from building horizontal articulation requirements and accent lighting.
 - e. Truck Dock Orientation:
Where required screening is used, truck docks and the parking of Heavy Trucks or trailers are permitted to be located adjacent to and oriented towards:
 - i. A primary frontage.
 - ii. A property boundary line of a public park that fronts along a dedicated street thoroughfare of any classification; or
 - iii. A property that is both zoned residential and is designated as residential on the adopted Future Land Use Map, in effect as of the effective date of this ordinance, that fronts along a dedicated street thoroughfare of any classification, provided the truck dock façade is a minimum of 200 feet from the residentially zoned lot.
 - f. Security Guard Accessory Structures Design Criteria:
Accessory Structures that are secondary in use to the primary structure used to house a Security Guard and/or support a Security Guard use may be modular or prefabricated structures with metal as an allowed building material. Security Guard accessory structures may face and be visible from any public or private street right of way, public park, or adjacent property regardless of use. Security Guard accessory structures shall not be

required to comply with other design, screening, and landscaping requirements applicable to the primary structure.

g. Parking Lot Requirements:

- i. No more than three rows of vehicle parking shall be allowed between a primary frontage and a building façade. A row of parking is defined as parking bays on either side of a drive aisle.
- ii. Parking lot pedestrian access shall be provided on the detailed site plan however, it is not required that such access be provided between each head-in row of parking is not required.

4. Landscaping and Screening Requirements

a. Truck Dock / Trailer Parking Screening:

To satisfy screening requirements, as specified in Section 5.3 of Appendix X, a minimum 36" high berm may be used in conjunction with a minimum 36" high opaque evergreen plantings and evergreen trees spaced 50 feet on center. Said trees shall be a minimum of 6 feet in height. This tree spacing shall satisfy the requirement for all Truck Dock tree planting requirements. Plantings are permitted to be arranged in a naturalistic pattern. See Exhibit E - Illustrative Screening Detail. Screening berms and plantings shall count towards both the open space and landscape plantings requirements.

b. Truck Dock Wing Wall:

Where truck docks are constructed perpendicular to a primary frontage, they shall be screened by a wing wall constructed in the following manner:

- i. The wing wall shall be a structurally integrated member of the building and measure 20 feet in height (as measured from the nearest truck dock ground elevation) and 50 feet long; and
- ii. The surface of the wing wall shall be architecturally finished as an integral portion of the building or consist of an opaque living screen.

5. Large or Multi-Phase Developments

As the development of the PD is intended to occur as separate developments over the course of time, the requirements to provide the detailed information required in Appendix X, Section 6 of the UDC shall not be required as part of the zoning approval. For individual parcels within the PD area that consist of either multiple buildings with a cumulative square footage greater than 250,000 square feet at ultimate buildout, a developed area of 20 acres or greater, or a development planned to be constructed in multiple phases, concurrent with the Preliminary Plat, a Concept Plan meeting the requirements of Article 17 and a Phasing Plan, if the development is to be phased, must be approved which shows the ultimate buildout condition of the development and the following information:

- a. Locations of all primary and secondary building facades;
- b. Intended locations of Truck Docks and Heavy Truck or trailer parking;
- c. Locations of required screening walls and landscaping along with maintenance easements for the protection of each screening element maintained by the Property Owner's Association;
- d. Locations of common elements such as private streets, bridges, detention facilities, and signage;

- e. A Site Plan meeting the requirements of Article 16 may substitute for the Concept Plan required herein if the project is constructed as a single phase.
- f. A coordinated signage plan including monument and directional signage with a landscaped corner feature at each street intersection;

6. Administrative Approvals:

- a. Amendments to previously approved non-residential or mixed-use site plans may be approved by the City Manager, or designee, for the following minor changes, provided the site plan is generally consistent with the approved concept plan:
 - Adding, removing, or relocating development phasing,
 - Adding, removing, or reconfiguring non-residential lots, or
 - Adding, removing, or relocating proposed access points or easements
- b. Administrative amendments to site plans and plats may be processed simultaneously with a final plat for the same configuration.
- c. The Developer may appeal any denial of an administrative approval to the City Council.

6. Miscellaneous Requirements

a. Screening of Mechanical Equipment:

- i. Parapet walls, flush with a secondary façade line, to screen mechanical equipment, or electrical duct banks shall not be required on secondary frontages.
- ii. Screening of rooftop mechanical equipment is required when equipment is visible from ground level of an adjacent primary frontage public street or adjacent property not zoned LI.
- iii. Generator yards are permitted to face a public ROW. A combination of opaque walls or wrought iron screening fences with trees, shrubs, which are a minimum of six feet in height, shall be used to screen generator yards facing a public ROW.

b. Security Fencing:

- i. Perimeter Security fencing consisting of ornamental wrought iron fence or similar material may be utilized in the setback area.
- ii. Security fencing, which shall not include barb wire, shall be a maximum of 12 feet in height.

c. Utilities:

- i. Overhead power transmission and other electrical improvements are permitted to be above ground. Distribution (feeder) lines are permitted above ground along secondary frontages.

7. Parking:

All off-street parking requirements shall follow the UDC unless otherwise provided in these PD Standards:

- a. Data Center Parking Requirement: 1 space per 5000 square feet of employee accessible building area or 1 space for every 2 employees, whichever is lesser;
- b. Build-to-suit Industrial uses may request off-street parking requirements lower than the requirements listed in the UDC may be approved administratively by the Planning Director or designee.

8. Floor Area Ratio (FAR):

FAR maximum for Industrial Uses shall be 1:1. FAR maximum for Data Center Uses shall be 1.5:1. A higher FAR may be approved by City Council at the time of Site Plan application.

G. EXHIBITS:

- Exhibit A - Boundary Description
- Exhibit B - Location Map
- Exhibit C - Zoning Exhibit
- Exhibit D - Open Space Plan
- Exhibit E - Illustrative Screening Detail
- Exhibit F – Illustrative Primary and Secondary Frontage Exhibit

Exhibit A - Boundary Description

BEING a 1536.561 acre tract of land situated in the J. Stewart Survey, Abstract No. 961, Cuadrilla Irrigation Co. Survey, Abstract No. 262, R. Wyatt Survey, Abstract No. 1280, B. Canfield Survey, Abstract No. 197 and L. Kelsey Survey, Abstract No. 593, Ellis County and being a portion of or all of the following described tracts of land and being more particularly described as follows:

1. Soap Box Partners LP recorded in Instrument Number 2156131 of the of the Official Public Records, Ellis County, Texas (OPRECT)
2. Prairie Ridge Investors LP recorded in Instrument Number 2220050 of the OPRECT
3. Reverse Exchange Properties LP tracts recorded in Instrument Number 2240489 of the OPRECT and Document Number 2021-48068 and Document Number 2021-48064 of the Official Public Records, Johnson County, Texas (OPRJCT)
4. Prairie Ridge SW LP tracts recorded in Document Number 2021-480645 and Document Number 2023-12410 OPRJCT
5. Prairie Ridge Capital Corp (formerly known as PRA Ridge Development Corp) tracts recorded in Instrument Number 1721240, Instrument Number 0816640 (Volume 2396, Page 236) and Instrument Number 0721082 (Volume 2325, Page 470) of the OPRECT
6. PRA Prairie Ridge, L.P. tracts recorded in Instrument Number 0508812 (Volume 2111, Page 866) of the DRECT
7. 287 Land Partners LP recorded in Instrument Number 2336686 of the OPRECT
8. Partition deed to Joseph William Roten recorded in Volume 524, Page 373 of the DRECT and further described as Fourth Tract in Volume 406, Page 516 of said DRECT
9. Tarrant Regional Water District recorded in Instrument No. 1406456 (Volume 2757, Page 953) of the DRECT
10. Ronald Lee Burnseen recorded in Instrument No. 1904974 of the OPRECT
11. W & L Jones Realty Holdings, LLC recorded in Instrument No. 1705482 of the OPRECT
12. Eagle Energy, LLC and USG Properties Barnett II, LLC recorded in Instrument No. 1817328 of the OPRECT;

BEGINNING at a point in the West line of Lot 3, Block 1 of the Sneed's Place Development an addition to Ellis County, Texas recorded in Cabinet J, Page 99 of said Plat Records, Ellis County, Texas (PRECT) and a common corner of said Soap Box Partners tract, said point being North 30°26'57" West a distance of 46.35 feet from the West corner of said Lot 3;

THENCE South 30°26'57" East, a distance of 3,417.60 feet to a point at the Southwest corner of Buffalo Hills 1 & 2 Additions, recorded in Cabinet B, Slide 40 of said PRECT;

THENCE North 59°56'05" East, a distance of 618.70 feet to a point for corner;

THENCE North 59°39'57" East, a distance of 4,673.59 feet to a point for corner in the westerly line of Old Fort Worth Road;

THENCE South 28°30'19" East, along said westerly line, a distance of 30.00 feet to a point for corner;

THENCE South 59°39'46" West, a distance of 4,672.00 feet to a point for corner;

THENCE South 30°33'22" East, a distance of 2,937.75 feet to a point for corner;

THENCE North 59°51'43" East, a distance of 1,736.19 feet to a point for corner;

THENCE South 30°16'33" East, a distance of 356.33 feet to a point for corner;

THENCE North 87°53'29" East, a distance of 262.24 feet to a point for corner;

THENCE South 0°18'42" West, a distance of 816.27 feet to a point for corner;

THENCE South 59°25'36" West, a distance of 1,693.00 feet to a point for corner;

THENCE South 13°50'41" East, a distance of 478.03 feet to a point for corner;

THENCE South 59°10'29" West, a distance of 750.05 feet to a point for corner;

THENCE South 59°51'49" West, a distance of 432.95 feet to a point for corner;

THENCE South 30°25'48" East, a distance of 1,367.40 feet to a point in the right-of-way of Weatherford Road;

THENCE South 59°37'27" West, along said Weatherford Road, a distance of 1,776.47 feet to a point for corner;

THENCE South 65°10'06" West, along said Weatherford Road, a distance of 17.71 feet to a point for corner;

THENCE South 59°31'43" West, a distance of 3,299.34 feet to a point for corner;

THENCE South 28°47'27" East, a distance of 2,329.24 feet to a point for corner;

THENCE South 54°57'51" West, a distance of 222.88 feet to a point for corner;

THENCE North 31°54'56" West, a distance of 486.79 feet to a point for corner;

THENCE South 64°47'47" West, a distance of 360.94 feet to a point for corner;

THENCE North 20°39'57" West, a distance of 646.04 feet to a point for corner;

THENCE South 59°45'07" West, a distance of 1,407.46 feet to a point for corner;

THENCE North 30°34'39" West, a distance of 214.76 feet to a point for corner;

THENCE South 59°46'44" West, a distance of 2,844.91 feet to a point for corner;

THENCE North 19°23'55" West, a distance of 880.06 feet to a point for corner;

THENCE North 0°46'38" West, a distance of 6,437.77 feet to a point for corner;

THENCE North 87°34'30" East, a distance of 2,094.42 feet to a point for corner;

THENCE North 59° 27' 44" East, 1,081.19 feet to a point in southwest line of a 50' sanitary sewer easement recorded in Instrument Number 2234492 OPRECT and Instrument Number 2139095 OPRECT;

THENCE Continuing with the south and west line of said 50' sanitary sewer easement the following four (4) courses and distances:

1. North 0°50'46" West, a distance of 47.32 feet to a point for corner;
2. North 6°41'14" West, a distance of 1,109.24 feet to a point for corner;
3. North 0°39'47" West, a distance of 473.03 feet to a point for corner;
4. North 21°39'14" East, a distance of 431.49 feet to a point for corner;

THENCE North 89°13'22" East, a distance of 54.10 feet to a point for corner on the east line of said 50' sanitary sewer easement;

THENCE Continuing with the east line of said 50' sanitary sewer easement the following three (3) courses and distances:

1. North 21°39'14" East, a distance of 623.70 feet to a point for corner;
2. North 1°18'54" West, a distance of 4,260.05 feet to a point for corner;
3. North 59°32'31" East, a distance of 635.80 feet to a point for corner;

THENCE South 30°27'29" East, a distance of 915.30 feet to a point for corner;

THENCE North 59°29'35" East, a distance of 157.61 feet to the POINT OF BEGINNING and containing 1536.561 acres of land, more or less. Save and except the following tract of land leaving a net of 1430.794 acres, more or less.

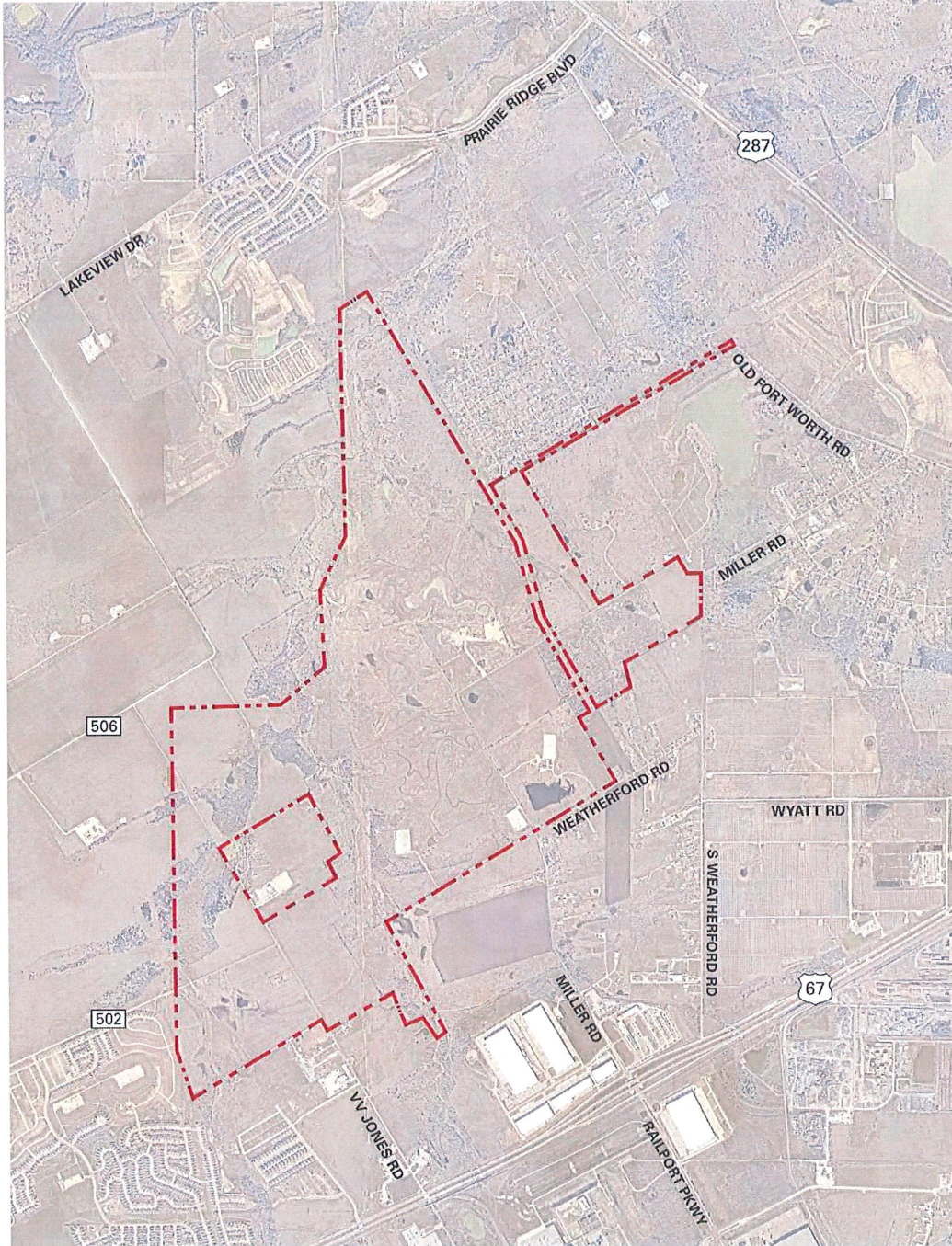
Save and Except the following tracts of land:

1. Partition deed to Joseph William Roten recorded in Volume 524, Page 373 of the DRECT and further described as Fourth Tract in Volume 406, Page 516 of said DRECT
2. Tarrant Regional Water District recorded in Instrument No. 1406456 (Volume 2757, Page 953) of the DRECT
3. Ronald Lee Burnseen recorded in Instrument No. 1904974 of the OPRECT
4. W & L Jones Realty Holdings, LLC recorded in Instrument No. 1705482 of the OPRECT

5. Eagle Energy, LLC and USG Properties Barnett II, LLC recorded in Instrument No. 1817328 of the OPRECT;

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

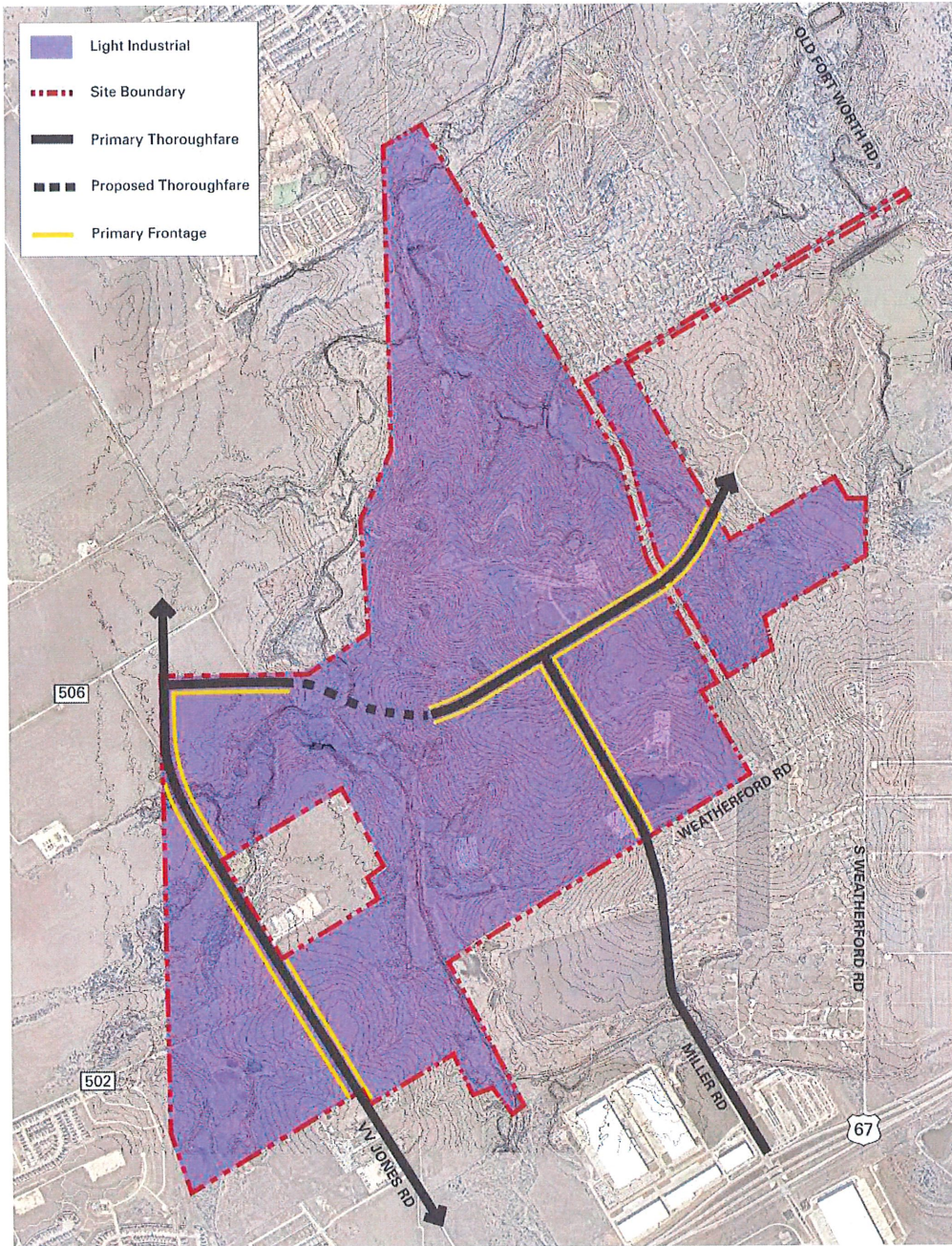
Exhibit B - Location Map



P
PROVIDENT
Goodland
EXHIBIT B
LOCATION MAP
City of Grand Prairie, Ellis County, Texas
April 03, 2024
1,512.2 Acres

Development Team		Location Map	Notes
Applicant / Developer: Provident Realty Services 18120 Grand Prairie Parkway, Ste. 300 Dallas, TX 75241 Contact: Bryan Yonah Email: bryan.yonah@providentrealty.net	Engineer: B. J. Smith Consulting Engineers 10010 Wilshire Plaza #100 Dallas, TX 75241 Contact: Joseph Christopher Robinson Email: jrobinson@bjscen.com		
Planner: T&B Planning 2401 Bryan Street, #1800 Dallas, TX 75241 Contact: Matt Meyer Email: matt.meyer@tandbplanning.com	Surveyor: T&B Planning & Associates 1801 East of Colangelo Rowlett, TX 75089 Contact: Tom Henderson Email: tomhenderson@tandbplanning.com		

Exhibit C - Zoning Exhibit

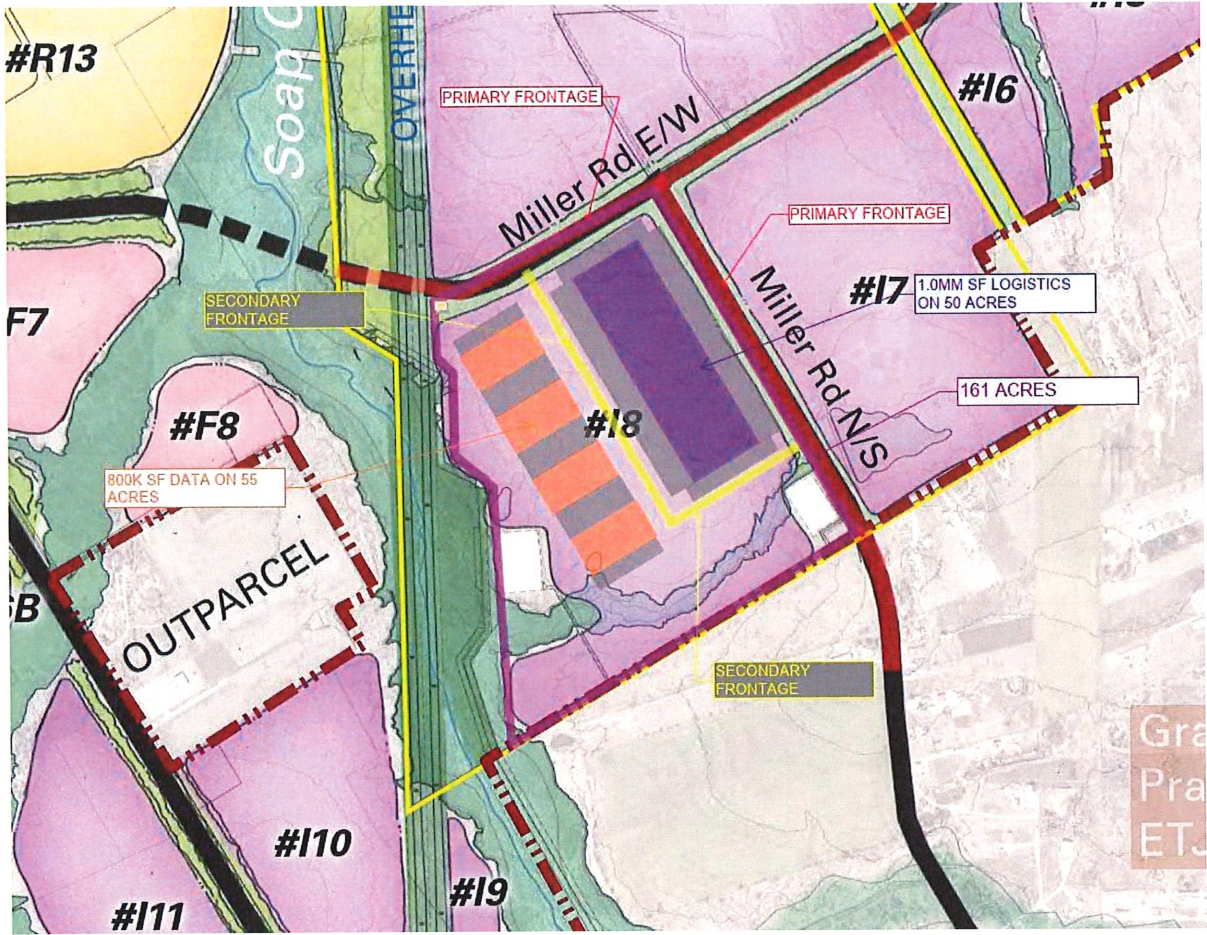


P
PROVIDENT
Goodland
EXHIBIT C
ZONING EXHIBIT
City of Grand Prairie, Ellis County, Texas
April 03, 2024
1,512.2 Acres

Development Team		Location Map	Notes
Applicant / Developer: Emerald Properties 10219 N Central Expressway, Ste. 300 Dallas, TX 75241 (972) 961-1100 EMail: emerald@emeralddallas.com	Engineer: David L. Cook, P.E. 10219 N Central Expressway, Ste. 300 Dallas, TX 75241 (972) 961-1100 EMail: david@emeralddallas.com		Notes section with a north arrow and scale bar (Scale: 1" = 100').
Planner: TSG Planning 2501 Bryan Street, Suite 1100 Dallas, TX 75201 EMail: TSG@tsgplanning.com	Surveyor: Total Position & Associates 1021 Central Dr, P.O. Box 2021 Bedford, TX 76021 Contact: James Smith EMail: james@totalposition.com		



Exhibit F - Illustrative Primary and Secondary Frontage Exhibit





**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 06/18/2024

REQUESTER: Monica Espinoza, Administrative Supervisor

PRESENTER: Savannah Ware, AICP, Chief City Planner

TITLE: ZON-24-03-0007 - Zoning Change/Concept Plan – Goodland Mixed Use. Zone Change creating a Planned Development District for Residential, Mixed-Use, Open Space, and Data Center uses. 309.794 acres located west of HWY 287, north and south of Prairie Ridge Blvd, partially zoned Agriculture, Parcel IDs 284558, 190585, 245944, 290818, 190600, 190602, 190596, City of Grand Prairie and City of Grand Prairie Extraterritorial Jurisdiction, Ellis County, Texas (On April 22, 2024, The Planning and Zoning Commission recommended approval by a vote of 7-0)

APPLICANT: Daniel Twigge, Provident Realty Advisors, Inc.

RECOMMENDED ACTION: Approve

SUMMARY:

Zone Change creating a Planned Development District for Residential, Mixed-Use, Open Space, and Data Center uses. 309.794 acres located west of HWY 287, north and south of Prairie Ridge Blvd, partially zoned Agriculture, Parcel IDs 284558, 190585, 245944, 290818, 190600, 190602, 190596, City of Grand Prairie and City of Grand Prairie Extraterritorial Jurisdiction, Ellis County, Texas

PURPOSE OF REQUEST:

The applicant wishes to rezone the subject parcels, creating a Planned Development District to allow Residential, Mixed-Use, Open Space, and Data Center uses.

ADJACENT LAND USES:

The following table summarizes the zoning designation and existing use for the surrounding properties.

Table 1. Adjacent Zoning and Land Use

Direction	Zoning	Existing Use
North	Agricultural	Undeveloped & Concrete Batch Plant
South	N/A (Grand Prairie ETJ)	Residential & Undeveloped
West	N/A (Grand Prairie ETJ)	Prairie Ridge & Undeveloped

East	PD-451	Lake Song (Future)
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HISTORY:

- April 16, 2024: City Council approved a Development Agreement with Provident Realty Advisors, Inc. on Behalf of Affiliated Entities and Prairie Ridge Municipal Management District No. 1 to Establish Development Standards.

PROPOSED USE CHARACTERISTICS AND FUNCTION:

The applicant wishes to rezone the subject parcels, creating a Planned Development (PD) to allow Residential, Mixed-Use, Open Space, and Data Center use per the Development Agreement (DA). This zone change request is necessary to align future development in this area with the approved DA for the portion of the property which will be annexed into the City. It is also necessary to zone the portion of property which was already located in City limits to create a cohesive planned development. The mixed-use and residential use areas allows a variety of housing types including single family style units, paired home style units, multi-unit homes, parCHAUS style units, townhome style units, bungalow court, and auto court style units. The residential area will include a maximum density of 12 units/acre and maximum of 1332 units with a portion of the units having a base zoning district of TH and the others having a base zoning district of MF-3. The standards provide the flexibility to transition the mixed-use and residential areas to a data center use. The approved PD allows staff to review any other development applications per the standards established by the DA.

PUBLIC NOTICE:

Notice of this item was published in the Fort Worth Star Telegram and letters were provided to 10 surrounding properties meeting the distance requirements in the Unified Development Code. As of the writing of this staff memo, the following letters have been received:

In Support: None

In Opposition: None

RECOMMENDATION:

- On April 22, 2024, The Planning and Zoning Commission recommended approval by a vote of 7-0.
- The Development Review Committee (DRC) recommends approval as the proposed zone change is consistent with the approved Developer Agreement.

BODY:

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE ZONING ORDINANCE AND MAP TO REZONE 309.794 ACRES OF LAND LOCATED WEST OF HWY 287, NORTH AND SOUTH OF PRAIRIE RIDGE BOULEVARD, CITY OF GRAND PRAIRIE, ELLIS COUNTY, TEXAS (PARCEL IDs 284558, 190585, 245944, 290818, 190600, 190602, 190596) FROM AGRICULTURE DISTRICT TO A PLANNED DEVELOPMENT FOR RESIDENTIAL, MIXED USE, OPEN SPACE, AND DATA CENTER USE; SAID ZONING MAP AND ORDINANCE BEING ORDINANCE NUMBER 7779 AND PASSED ON NOVEMBER 20, 1990; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; CONTAINING A

SAVINGS CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND TO BECOME EFFECTIVE UPON ITS PASSAGE AND APPROVAL

WHEREAS, the owners of the property described herein below filed application with the City of Grand Prairie, Texas, petitioning an amendment of the Zoning Ordinance and Map of said city so as to change the zoning designation of said property from Agriculture to a Planned Development District for Residential, Mixed-Use, Open Space, and Data Center uses; and

WHEREAS, the Planning and Zoning Commission of Grand Prairie, Texas, held a public hearing on said application on April 22, 2024, after written notice of such public hearing before the Planning and Zoning Commission on the proposed rezoning had been sent to owners of real property lying within 300 feet of the property on which the change of classification is proposed, said Notice having been given not less than ten (10) days before the date set for hearing to all such owners who rendered their said property for City taxes as the ownership appears on the last approved City Tax Roll, and such Notice being served by depositing the same, properly addressed and postage paid, in the City Post Office; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Grand Prairie, Texas voted 7 to 0 to recommend to the City Council of Grand Prairie, Texas, that the hereinafter described property be rezoned from Agriculture to a Planned Development District for Medium Density Residential and Mixed Uses; and

WHEREAS, Notice was given of a further public hearing to be held by the City Council of the City of Grand Prairie, Texas, in the City Hall Plaza Building at 6:30 o'clock P.M. on May 21, 2024, to consider the advisability of amending the Zoning Ordinance and Map as recommended by the Planning and Zoning Commission, and all citizens and parties at interest were notified that they would have an opportunity to be heard, such Notice of the time and place of such hearing having been given at least fifteen (15) days prior to such hearing by publication in the Fort Worth Star Telegram, Grand Prairie, Texas, a newspaper of general circulation in such municipality; and

WHEREAS, on May 21, 2024, City Council tabled this item to June 4, 2024 and, on June 4, 2024, this item was tabled to June 18, 2024; and

WHEREAS, all citizens and parties at interest have been given an opportunity to be heard on the matter of the proposed rezoning and the City Council of the City of Grand Prairie, Texas, being informed as to the location and nature of the use proposed on said property, as well as, the nature and usability of surrounding property, have found and determined that the property in question, as well as, other property within the city limits of the City of Grand Prairie, Texas, has changed in character since the enactment of the original Zoning Ordinance, changing the zoning from its classification of Agriculture to a Planned Development District for Residential, Mixed-Use, Open Space, and Data Center uses and, by reason of changed conditions, does consider and find that this amendatory Ordinance should be enacted since its provisions are in the public interest and will promote the health, safety and welfare of the community.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS THAT:

SECTION 1. Ordinance Number 4779, being the Zoning Ordinance and Map of the City of Grand Prairie, Texas, showing the locations and boundaries of certain districts, and said Zoning Ordinance and Map having been made a part of an Ordinance entitled:

“THE UNIFIED DEVELOPMENT CODE OF THE CITY OF GRAND PRAIRIE, TEXAS,

AS PASSED AND APPROVED BY THE CITY COUNCIL ON THE 20TH DAY OF NOVEMBER, 1990, TOGETHER WITH ALL AMENDMENTS THERETO AND ENACTING A REVISED ORDINANCE ESTABLISHING AND PROVIDING FOR ZONING REGULATIONS; CREATING USE DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN...”

and passed and approved November 20, 1990, as amended, is hereby further amended so as to rezone the following described area from Agriculture to a Planned Development District for Residential, Mixed-Use, Open Space, and Data Center uses.

Description of Land:

309.794 acres located west of HWY 287, north and south of Prairie Ridge Blvd, partially zoned Agriculture, Parcel IDs 284558, 190585, 245944, 290818, 190600, 190602, 190596, City of Grand Prairie and City of Grand Prairie Extraterritorial Jurisdiction, Ellis County, Texas, and as depicted and described in Exhibits A and B of Attachment 1.

SECTION 2. The purpose and intent of this zoning ordinance is to create a development framework that encourages and supports higher standards usually found in a master planned community.

SECTION 3. All boundaries, zoning, development standards, land uses, and other conditions of this Planned Development District shall conform to all requirements contained in the Unified Development Code of the City of Grand Prairie except as amended by Attachment 1, incorporated herein by reference. To the extent of a conflict between Attachment 1 and the Unified Development Code, the provisions of Attachment 1 shall control.

SECTION 4. All ordinances or parts of ordinances not consistent or conflicting with the provisions of this Ordinance are hereby repealed. Provided that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered in this Ordinance.

SECTION 5. It is further provided that in case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a Court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair or invalidate the remainder of this Ordinance.

SECTION 6. The terms and provisions of this Ordinance are severable and are governed by Section 1-4 of the Code of Ordinances of the City of Grand Prairie, Texas.

SECTION 7. This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS 18TH DAY OF JUNE 2024.

PLANNED DEVELOPMENT NO. #

ZONING CASE NO. ZON-24-03-0007

ORDINANCE NO. #-2024

A. APPLICABILITY

1. All development located within the boundaries described in Exhibit A- Boundary Description and Exhibit B-Location Map shall be considered a Planned Development (PD). The PD will be governed by and shall adhere to the rules and regulations set forth in these Planned Development Standards, including all exhibits specifically incorporated and attached hereto.
2. In the event of any conflict or inconsistency between these Planned Development Standards and the Grand Prairie Unified Development Code, the terms and provisions of these Planned Development Standards shall control.

B. GENERAL

1. VARIANCES TO SUBDIVISION STANDARDS. Section 12.17.3 of the UDC is modified as follows: All lots must provide vehicular access and front on a street, common open space, or public access easement. Useable open space shall mean open space which is of sufficient size as to provide a recreational use such as park or walking path.
2. All gated street or parking entries within this PD shall comply with Chapter 12 of the Grand Prairie Code of Ordinances, including the International Fire Code adopted therein. To allow police personnel 24/7 access into the gated area, each gate shall be equipped with a mechanism approved by the Police Chief.

C. DISTRICT PLAN AND DETAILED SITE PLAN

1. Except as specified in this section, development shall be generally in conformance with Exhibit C - District Plan.
2. Detailed Site Plans will be submitted as required in the UDC in subsequent applications as Parcels (defined herein) are developed.
3. Approval of a Detailed Site Plan shall be required with the final plat for each phase of development to ensure compliance with the standards of the Planned Development District. If the Detailed Site Plan is shown to comply with the standards and requirements of the PD, approval by the Planning and Zoning Commission and City Council shall be non-discretionary and no public hearings shall be required.
4. Variances to the standards of the Planned Development may be considered and approved during the detailed site plan process if it is determined that the requested variances meet the general spirit and intent of these regulations.
5. Parcel Boundary Flexibility: To allow for integration and flexibility between the Parcels, (as depicted on Exhibit C - District Plan), the boundaries and subdistricts of these individual Parcels may be adjusted / relocated, within the overall PD boundary, so long as unit count maximums provided by these PD standards are not exceeded and the minimum open space requirements provided for in these PD standards are maintained. Street alignments shown on Exhibit C - District Plan may be adjusted to correspond with changes in parcel boundaries.
6. District Plan Flexibility: Areas designated as Mixed Use, SF-T HH or MF-3 Parcels and adjacent Park designations on Exhibit - C District Plan, shall be treated as flexible in size and location to

accommodate the option for Data Center use as defined herein. If Data Center uses are included in a Site Plan application, they shall follow the development standards in Section J rather than the development standards and street standards for Mixed Use, SF-T HH or MF-3.

7. Administrative Approvals:

- a. Amendments to previously approved non-residential or mixed-use site plans may be approved by the City Manager, or designee, for the following minor changes, provided the site plan is generally consistent with the approved concept plan:
 - Adding, removing, or relocating development phasing
 - Adding, removing, or reconfiguring non-residential lots
 - Adding, removing, or relocating proposed access points or easements
- b. Administrative amendments to site plans and plats may be processed simultaneously with a final plat for the same configuration.
- c. The Developer may appeal any denial of an administrative approval to the City Council.

D. DEFINITIONS

1. Auto Court: means attached multifamily dwelling units with parking located behind buildings in the interior of the module.
2. Bungalow Court: means three detached dwelling units with one unit above the garages with parking located in detached garages.
3. Data Center: A facility used to house a collection of computer servers and associated components for the remote storage, processing, and distribution of large amounts of data for use by off-site end-users.
4. Multi-Unit Home: means a building that is single family in design but contains multiple individual units. Maximum of 6 units per building.
5. Paired Home: means a front or rear-loaded detached building consisting of two (2) attached dwelling units per building. A single building consisting of two (2) units may be split across two individually platted lots.
6. Parcel: means any land areas designated within the District Plan which may be clustered into Subdistricts as indicated on the District Plan. Parcels may also be depicted as Villages on the District Plan.
7. parcHAUS: means a side-loaded nine (9) dwelling unit residential module of detached buildings that consist of a maximum of two (2) dwelling units per building. The module may be split up to fit site constraints in certain situations.
8. Single Family Style Unit: means a front or rear-loaded detached building consisting of one (1) detached dwelling unit per building.
9. Subdistrict: means the base zoning district or land use applicable to a Parcel or group of Parcels as shown on the District Plan.
10. Townhome: means a front or rear-loaded residential dwelling unit that is horizontally attached in groups of two (2) units or more.
11. Zoning Exhibit: means the geographic plan for the Property that establishes and delineates the Subdistrict and Parcel boundaries for this Planned Development District. Exhibit C - District Plan, serves as the Zoning Exhibit.

E. LAND USES

1. Base Zoning Districts (refer to Exhibit C - District Plan for location and designation of Districts)
 - a. Flex (SF-T HH) Parcels
 - b. Urban Walk-Up Apartments (MF-3) Parcels
 - c. Commercial Mixed Use (MU) Parcels
 - d. Community Open Space (OS) Parcels

2. Permitted Uses

- a. SF-T HH Parcels: Unless otherwise provided herein, allowed uses within this area shall be those uses provided for Townhome (TH) District in the UDC and Data Center as defined herein.
- b. MF-3 Parcels: Unless otherwise provided herein, allowed uses within this area shall be those uses provided for Multi-Family Three (MF-3) District and Data Center as defined herein.
- c. Commercial Mixed-Use Parcels: The Commercial Mixed-Use District is established to allow for a mix of appropriate uses and flexibility on placement of those uses. The district utilizes the Mixed Use (MU) District as a base district with the allowable uses being amended as noted in Exhibit H. Unless otherwise provided herein, development within this area shall comply with the provisions for the Mixed Use (MU) District in the UDC.
- d. Community Open Space Parcels: Development within this area will include usable open space amenities for the benefit of the public as well as resident amenities. Allowed uses in the Community Open Space Parcels are: Park, Accessory Building/Structure, Temporary Special Events, and additional uses approved by the Planning and Development Director.
- e. Except as modified herein, Appendix W shall be applicable to all residential uses within the PD.
- f. As of the effective date of this PD, Hybrid Housing (Build to Rent) is a permitted use within the TH zoning district and such use shall be considered a permitted use for areas adopting TH permitted uses regardless of any amendment to the UDC.

3. Unit Maximums

The overall density for the SF-T HH Parcels and MF-3 Parcels shall not exceed 12 units to the acre on the gross acreage. Acreage for any SF-T HH or MF-3 Parcel which is used for data center shall not be included in the gross acreage. If stated unit maximums in SF-T HH Parcels (595 units) or the MF-3 Parcels (737 units) are not met, the other category maximum may be increased by up to 20% of the stated maximum as long as the unit count does not exceed the maximum of 1332 units. Any residential built in the Commercial Mixed-Use subdistrict would not count toward the unit maximums.

F. STANDARDS APPLICABLE TO ENTIRE PLANNED DEVELOPMENT

1. Street Access:

Streets designated as Community Main Streets or Secondary Streets on Exhibit - C District Plan shall not be gated and must remain open and accessible to the public. The surface parking lots on Villages 2A, 2B, 3A & 4 as shown on the District Plan may be fenced and gated with access to residents and guests. The Flex Villages may be fenced and gated with access to residents and guests as well. Streets and blocks shall be designed in a way to be consistent with Exhibit C – District Plan and are permitted to have sections of street that are straight in

excess of 500 feet or may not be curvilinear. Any fenced or gated street or parking area shall be maintained by the landowner or owner's association.

2. Street Types:

a. Prairie Ridge Boulevard

This PD shall not impact the cross section or right-of-way of Prairie Ridge Boulevard. However, a minimum 30' landscape buffer shall be used between the edge of the right-of-way and the front of buildings oriented towards Prairie Ridge Boulevard. This landscape buffer shall consist of:

- a 3" minimum caliper street tree which must be provided at a ratio of at least 1 tree per 30 linear feet. The location of the trees is flexible so long as this ratio is met along the entire frontage and the placement does not violate visibility requirements in the UDC.

b. Old Fort Worth Road

This PD shall not impact the cross section or right-of-way of Old Fort Worth Road which said right-of-way shall be dedicated to match widths shown in the current Master Thoroughfare Plan. However, a minimum 25' landscape buffer shall be used between the edge of the right-of-way and the front of lots facing Old Fort Worth Road. This landscape buffer shall consist of:

- a 3" minimum caliper street tree which must be provided at a ratio of at least 1 tree per 40 linear feet. The location of the trees is flexible so long as this ratio is met along the entire frontage and the placement does not violate visibility requirements in the UDC.

c. Community Main Street

The Community Main Street is intended as the primary entry point into the residential subdistricts from Prairie Ridge Boulevard, will showcase a variety of housing types, and will terminate at a potential round-a-bout or open space provided that it intersects with another street or provides an area sufficient to allow vehicular traffic to turn around. This street will consist of:

- i. a 90' right-of-way that includes a 12' wide raised/landscaped median, one 12' travel lane and 8' parallel parking in each direction, (total curb-to-curb of 20' on each side of the median) with 8' landscaped parkway, 8' sidewalk, and 3' landscape buffer on both sides of the street. A minimum of 10' building setback is required from the edge of right-of-way.
- ii. A 3" minimum caliper street tree must be provided at a ratio of at least 1 tree per 40 linear feet of road on each side of the street. The location of the trees is flexible so long as this ratio is met along the entire drive and the placement does not violate visibility requirements in the UDC. The trees may be located in the pedestrian zone or within the parallel parking areas. Any street trees within the Buffer Areas delineated on the Open Space and Walking Path Plan (Exhibit D) will count towards the street tree and buffer tree requirements.
- iii. Decorative street lighting shall be spaced a minimum of every 150' and at intersections.

d. Secondary Street

Secondary Street is an enhanced collector that will consist of:

- i. a 58' right-of-way that includes a 11' travel lane and 8' parallel parking in each direction (total curb-to-curb of 38'), with a 5' landscaped parkway and 5' sidewalk on both sides of the street. A minimum of 10' building setback is required from the edge of right-of-way.
 - ii. A 3" minimum caliper street tree must be provided at a ratio of at least 1 tree per 40 linear feet of road on each side of the street. The location of the trees is flexible so long as this ratio is met along the entire drive and the placement does not violate visibility requirements in the UDC. The trees may be located in the pedestrian zone or within the parallel parking areas. Any street trees within the Buffer Areas delineated on the Open Space and Walking Path Plan (Exhibit D) will count towards the street tree and buffer tree requirements.
 - iii. Decorative street lighting shall be spaced a minimum of every 150' and at intersections.
 - e. Commercial Mixed-Use Streets
Internal streets on Commercial Mixed-Use Parcels shall utilize the City of Grand Prairie neighborhood street design standards or utilize the street types permitted for use elsewhere in this Planned Development as described in this section.
 - f. Other Streets and Alleys
Any other streets or alleys utilized in the PD area shall reference the City of Grand Prairie neighborhood street design standards unless otherwise provided herein.

g. Street Trees.

Prior to the placement of street trees, the Transportation Director or designee shall review the proposed tree locations to avoid safety issues which may interfere with visibility of street lighting and signage. Any tree determined to pose such a risk shall be relocated or, if unable to be relocated deducted from the number of required trees. However, any deduction of required trees shall not be greater than ten percent (10%) of the required number of street trees.

3. Open Space and Walking Path

- a. Open Space and Walk Path shall be provided in accordance with the Open Space and Walking Path Plan (Exhibit D).
- b. One (1) bench and trash receptacle shall be placed for every 450' of path length
- c. To provide connectivity between the different Parcels shown on the District Plan, a minimum 6' concrete public walking path must be constructed in the general location shown on the Open Space and Walking Path Plan (Exhibit D) An 8' concrete walking path will be constructed along Prairie Ridge Blvd. The walking path may be constructed in phases as each adjacent Parcel is developed. The final location of the walking path may be determined on the Detailed Site Plan as applicable.
- d. Open Space Calculation: All private yards may be counted towards the open space requirement.
- e. Electrical Easement Areas: Electrical Easement Areas are located in the areas shown on the Open Space and Walking Path Plan (Exhibit D). Walking paths and landscape buffers

will be incorporated into and along the Electrical Easement Areas. The final location of such walking paths may be determined on the Detailed Site Plan as applicable.

- f. Floodplain Buffer: The Floodplain Buffer is located in the approximate area shown on the Open Space and Paths Plan. The Floodplain Buffer must be a minimum 10' in width and must consist of grass and plantings as provided herein to preserve natural aesthetics. No fencing or screening is required in or along the Floodplain Buffer. A canopy tree at least 3" in caliper is required at a spacing of 1 tree every 150 linear feet within the Floodplain Buffer. The final location of canopy trees is flexible, may be determined on a Detailed Site Plan, and may be located outside of the Buffer Area so long as the trees are located within 25' of the property boundary and located between a building or drive and the property boundary.
 - g. Landscape Buffers:
 - i. Additional landscape buffers must be provided in the approximate areas shown on the Open Space and Paths Plan with minimum widths as follows:
 - Prairie Ridge Boulevard: Minimum 30'
 - Old Fort Worth Road: Minimum 25'
 - Electrical Easement Areas: Minimum 5'
 - ii. The Buffer Areas must be available to the public and not within a gated or controlled access point.
 - iii. Private yard fences may protrude into the landscape buffer as long as the placement does not violate visibility requirements in the UDC.
 - h. Community Parks: The Community Parks shall be provided in the approximate locations shown on the Open Space and Paths Plan (Exhibit D). The Community Parks cumulatively shall consist of a minimum of 3 acres, and no less than 1 acre in size for each individual park. The Community Parks are intended to be used as gathering spots for both residents and the public. The Community Parks will include various amenities and will be substantially landscaped. The Community Parks may be allocated to satisfy the open space requirements for multi-family developments, though the same open space or portion thereof may not be counted more than once. Community Parks shall be maintained by landowner or owner's association. See Signage and Open Space Character Imagery Exhibit (Exhibit G) for a conceptual representation.
 - i. Community Park Requirements
 - Park space must be accessible by all residents and not locked behind fences or gates
 - (2) of the following pedestrian amenities must be provided:
 - i. 500 SF of shaded pavilion total
 - ii. 2,500 SF tot lot for ages 2-5
 - iii. Outdoor health equipment
 - iv. Art, sculptures, or water features
 - v. Other amenities proposed by developer with approval of the Planning and Development Director
4. Building Design Standards
- a. Building Orientation

- i. Homes on Prairie Ridge Boulevard shall be rear loaded units with the fronts of homes oriented towards Prairie Ridge Boulevard. On corner lots, homes may be oriented towards the intersecting street.
 - b. Active Building Façade
 - i. All homes along Prairie Ridge Boulevard shall have a 70 square foot front porch with a minimum of 7' depth.
 - c. Ground Floor Units within Villages 2A, 2B, 3A & 4:
Ground floor units within Villages 2A, 2B, 3A, and 4 shall be walk-up units with walk-out access and include design elements such as individual covered porches, plantings, and pedestrian lighting.
5. Community Thematic Design Elements
 - a. Development entries and hardscape/landscape design of the open spaces and perimeter treatments will be constructed in a compatible family of materials and design elements. See Signage and Open Space Character Imagery Exhibit (Exhibit G) for a conceptual representation.
 - b. Development Entries: One Development Entry is required for each multi-family development located in a MF-3 and must be similar in design to those depicted in the Signage and Open Space Character Imagery Exhibit (Exhibit G). Gated entryways shall be designed in accordance with UDC Appendix W, Section 3.
 - c. A development monument feature must be located either at the intersection of Prairie Ridge Boulevard and Old Fort Worth Road or at the intersection of Prairie Ridge Boulevard and the Community Main Street. The entry feature must be compatible with the style and design of the other development entry features but may be scaled to be more pedestrian in nature.
6. Parking
 - a. All off-street parking requirements will follow the UDC unless otherwise provided in these PD Development Standards.
 - b. On-street parking provided on private streets or drives and any of the Drives depicted on Exhibit - D Open Space and Walking Path Plan may count toward the required off-street parking for any uses.
 - c. Villages 1A, 1B, 2A, and 2B, may be considered one lot for purposes of required parking.
 - d. Villages 3A and 4 may be considered one lot for purposes of required parking.
 - e. Villages 3B, 5, and 6 may be considered one lot for purposes of required parking.
 - f. Shared parking agreements are permitted to be used to meet minimum parking requirements, as provided for in Article 10, Section 11 - Shared Parking in the Grand Prairie UDC.
 - g. Parallel parking stall size minimum is 8' x 22' .
7. Lighting
 - a. In order to preserve the night sky and to reduce glare on roadways, pedestrian areas, and adjacent development, light sources (e.g. light bulbs) shall be oriented toward the center of the Property or shielded so that the light source is not visible from the nearest property line. This applies to the refractory lenses that extend beyond the lighting fixture and are designed to redirect the lighting source horizontally. This does not apply to neon or internally lit signs or to decorative lighting with 15 watts or less per bulb.

8. Screening

- a. It is the intent of this PD to provide an open atmosphere with shared contiguous open space and walking paths to preserve views and connectivity.
- b. No perimeter screening walls are required for any Village.
- c. For MF-3, any off-street surface parking located behind buildings along Old Fort Worth Road must be fenced. For MF-3 off-street surface parking lots located behind buildings and not along Old Fort Worth Road must be fenced or screened using landscape. All fences required by this section shall be an ornamental metal fence between 5' and 7' in height with one masonry column every 150 linear feet of fence or an alternative fencing material with approval of the Planning and Development Director provided said alternative fencing material is wood or masonry
- d. Residential units located on the ground floor may have a decorative metal or wood fence a maximum of six (6) feet in height around patios and open spaces.
- e. Corrugated metal is prohibited.

9. Tree Preservation and Removal

- a. Replacement Tree Credit
Street Trees shall count towards any tree mitigation requirement.
- b. Unprotected Trees
Trees included on the Unprotected Tree list in 8.16.11, Landscaping and Screening Standards, may be removed from a developed or undeveloped lot anytime. Replacement of Unprotected Trees is not required.
- c. Diseased, Dangerous and Dead Trees
Diseased, dangerous, and dead trees of all species may be removed from a developed or undeveloped lot anytime. Replacement of removed diseased, dangerous, and dead trees is not required if said tree was not part of an approved landscape or site plan for the development.

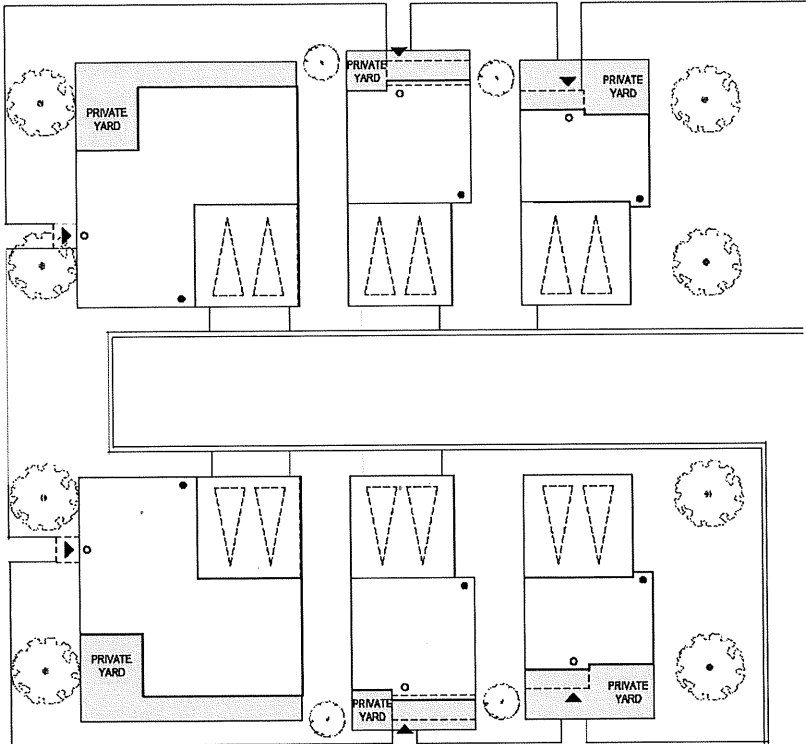
G. SF-T HH STANDARDS

Development within the SF-T HH Flex Villages shall comply with the development and permissible uses standards for the Townhouse (TH) Residential District and Appendix W, as set forth in the UDC except as modified herein. The standards of this section apply to SF-T HH Villages (1A, 1B, 3B, 5, and 6). The shape, location, and boundaries of the villages may be adjusted so long as the total amount of dwelling units combined does not exceed the unit maximums as described herein. Unit maximum for SF-T HH Flex Villages (1A, 1B, 3B, 5, and 6) shall be 595 units. If stated unit maximums in SF-T HH Parcels (595 units) or the MF-3 Parcels (737 units) are not met, the other category maximum may be increased by up to 20% of the stated maximum as long as the total unit count does not exceed the maximum of 1,332 units and the overall density provided in E.3 above. Single Family Style Unit, Paired Home, , Multi-Unit Home, parCHAUS, Townhome, Bungalow Court, and Auto Court style units as defined in this PD and further described below are permitted housing types in the Flex SF-T HH Parcels as shown on the District Plan, however, it is specifically provided that rear-loaded Paired Homes are the only housing type allowed to front Prairie Ridge Boulevard in Villages 1A and 1B. Hybrid Housing which allows for multiple units to be platted on the same lot shall be allowed for each housing type.

a. **Building Types**

a.1. Single Family Style Unit

A front or rear-loaded detached building consisting of one (1) detached dwelling unit per building.



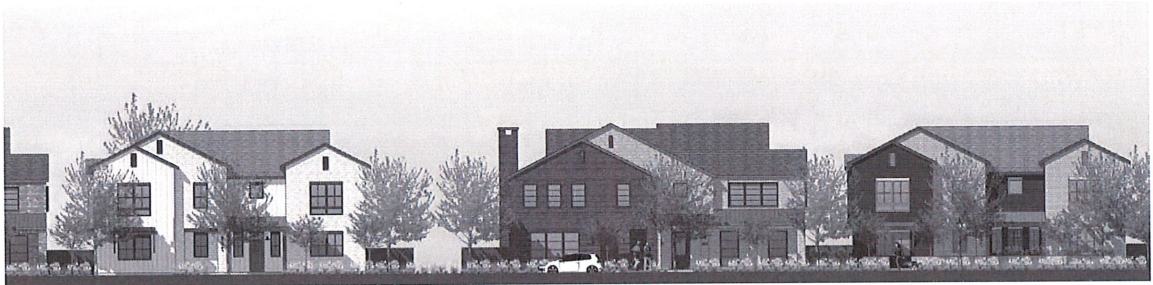
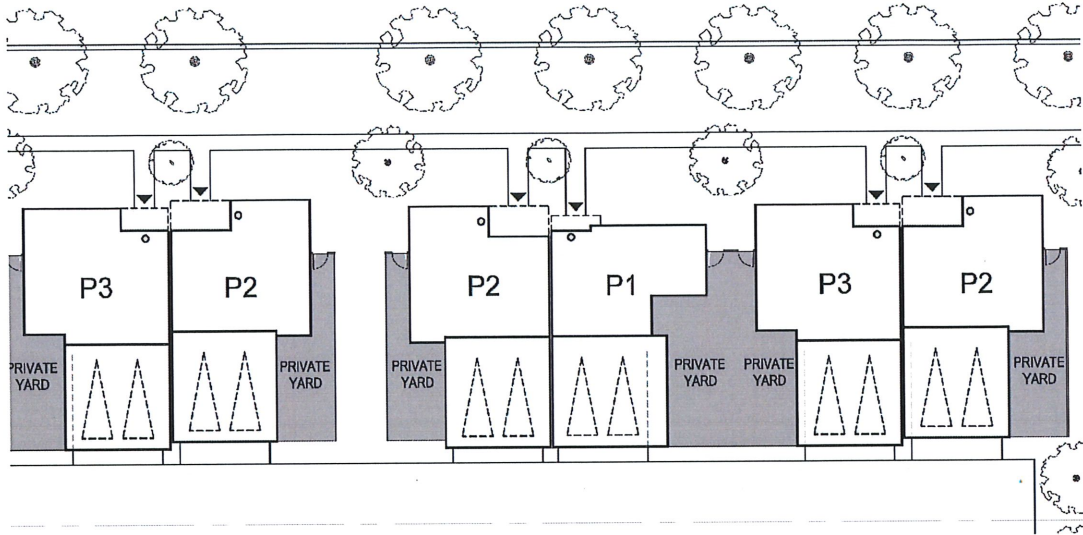
Single Family Style – Rear-Loaded Plan View



Single Family Style – Elevation/Perspective View

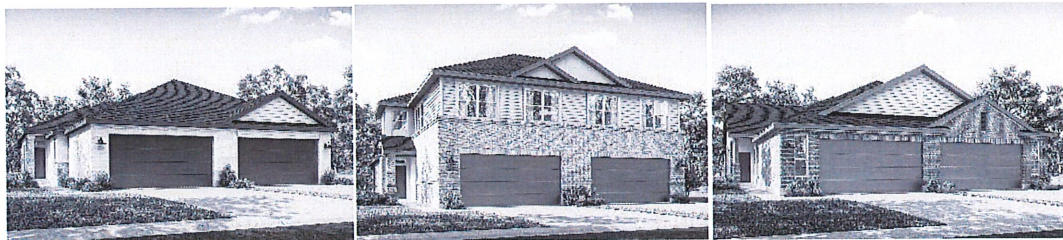
a.2. Paired Home

A front or rear loaded detached building consisting of two (2) attached dwelling units per building A single building consisting of two (2) units may be split across two individually platted lots.



Paired Home – Rear-Loaded Plan View

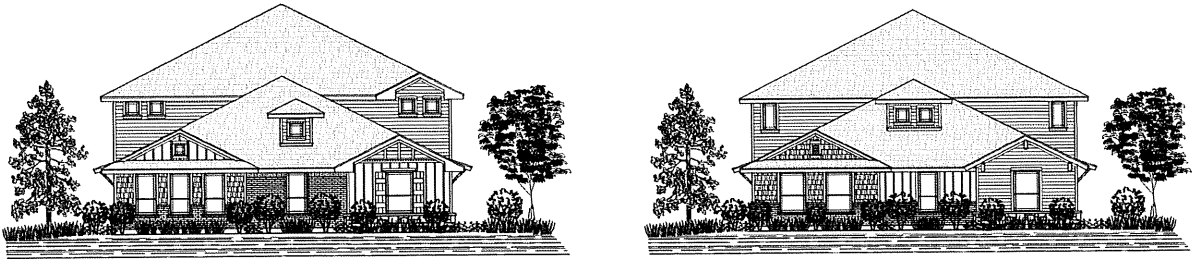
Paired Home – Rear-Loaded Elevation/Perspective View



Paired Home – Front Loaded Elevation/Perspective View

a.5. Multi-Unit Home

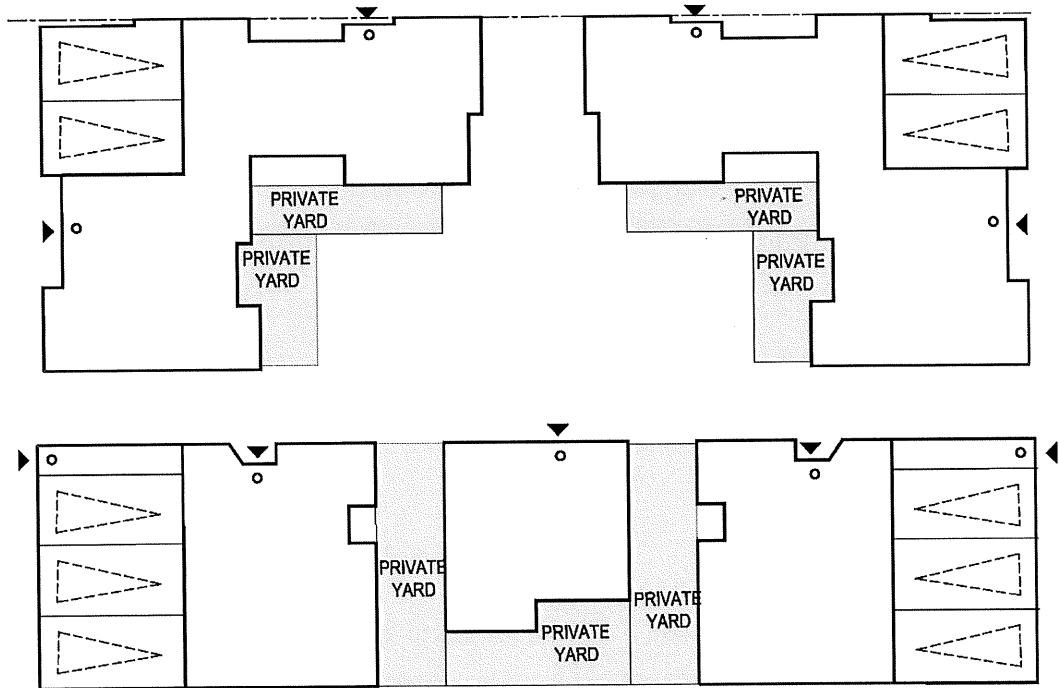
A building that is single family in design but contains multiple individual units for rental or sale. Maximum of 6 units per building.



Multi-Unit Home – Elevation/Perspective View

a.6. parcHAUS

A side-loaded nine (9) dwelling unit residential module of detached buildings that consist of a maximum of two (2) dwelling units per building. The module may be split up to fit site constraints in certain situations.



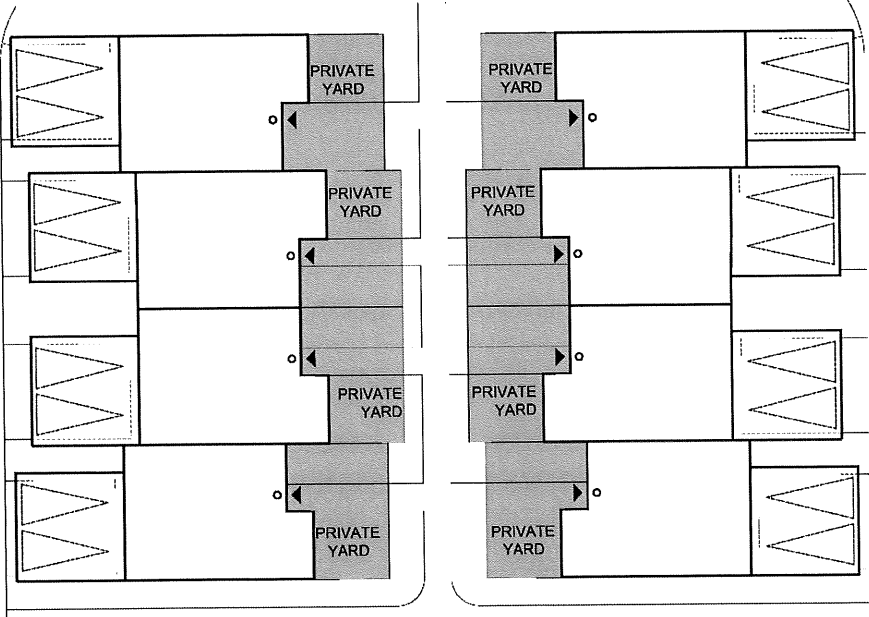
parcHAUS – Module Plan View



parcHAUS – Perspective View

a.7. Townhome

A front or rear-loaded residential dwelling unit that is horizontally attached in groups of two (2) units or more.



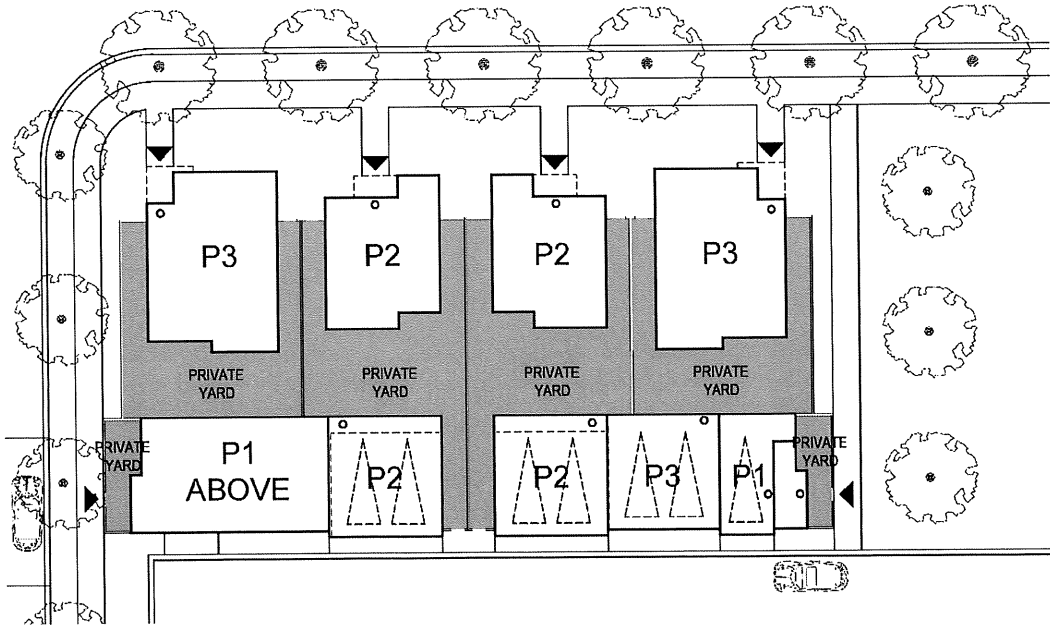
Townhome – Rear-Loaded Plan View



Townhome – Elevation/Perspective View

a.8. Bungalow Court

Three detached dwelling units with one unit above the garages with parking located in detached garages.



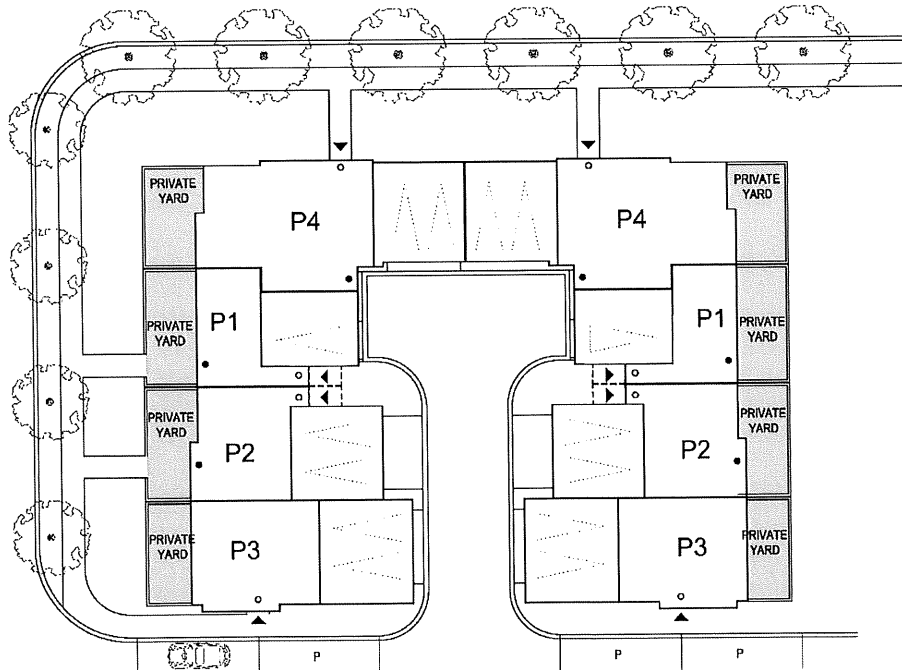
Bungalow Court – Plan View



Bungalow Court – Elevation/Perspective View

a.9. Auto Court

Attached two-story townhome dwelling units with parking located in the interior of the module.



Auto Court – Plan View



Auto Court – Elevation/Perspective View

b. Building Standards

Buildings constructed in the SF-T HH Flex Villages shall adhere to the SF-T HH standards as amended below. N/A designation in the table below refers to the inherent difference between individually platted lots and multiple units per lot.

Table 1. Zoning Comparison

Standard	UDC Standard	Proposed		Complies
Designation	SF-T HH	PD SF-T HH		
Maximum Density	13.2	Single Family -Style Units	13.2**	Partial Variance
		Paired Home	13.2**	
		Multi-Unit Home	20	
		parCHAUS	14	
		Townhome	20	
		Bungalow Court	14	
		Auto Court	14	
Minimum Living Area (SF)	1,150 TO 1,299 = 30% ≥1,300 = 70%	Single Family -Style Units	1,150 to 1,299 = 30% ≥1,300 = 70% **	Partial Variance
		Paired Home	1,150 to 1,299 = 30% ≥1,300 = 70%**	
		Multi-Unit Home	700 TO 1,275 = 80% ≥1,276 = 20%	
		parCHAUS	700 TO 1,275 = 80%	

			≥1,276 = 20%
		Townhome	700 TO 1,275 = 50% ≥1,276 = 50%
		Bungalow Court	700 TO 1,275 = 70% ≥1,276 = 30%
		Auto Court	700 TO 1,275 = 50% ≥1,276 = 50%
Min. Lot Area (SF)	1,680 TO 3,299 = 30% ≥3,300 = 70%	No restriction on minimum lot area to allow for option to have individually platted lots or have multiple buildings per platted lot.	N/A
Min. Lot Width (SF)	21 TO 29 = 30% 30 = 70%	No restriction on minimum lot width to allow for option to have individually platted lots or have multiple buildings per platted lot.	N/A
Min. Lot Depth (SF)	80 TO 99 = 30% 100 = 70%	No restriction on minimum lot depth to allow for option to have individually platted lots or have multiple buildings per platted lot.	N/A
Min. Front Setback (Ft.)*	17	10 to living area*** 5 to porch or architectural projection 20 to garage door on front-load building types	Variance
Min. Rear Arterial Setback (Ft.)*	20	20**	Complies
Min. Rear Setback (Ft.)*	10	10**	Complies
Min. Rear Alley Setback (Ft.)	10	3	Variance
Min. Interior Side Setback (Ft.)	5 (not attached) 0 (attached)	No restriction on minimum side setback - refer to building separation requirement	Variance
Min. Side on Street Setback (Ft.)*	15	10	Variance
Min. Rear Garage Door (Ft.)	20	3	Variance
Min. Distance Between Buildings (side to side) (rear to rear) (front to front)	0 attached 10 not attached** 10 not attached** 10 not attached**	0 attached** 3 not attached 10 not attached** 10 not attached**	Partial Variance
Max. Height (Ft.)	35	35 42 (Townhome- Style Units)	Partial Variance
Max. Lot Coverage (%)	60	70	Variance

*Setbacks are measured from property lines

**Complies with UDC

*** Front load garage door may protrude beyond the front air conditioned plane of the house

c. Parking Standards

Buildings constructed in the SF-T HH Flex Villages shall adhere to the SF-T HH standards as amended below. The Flex Villages in total shall provide a minimum 1.85 parking stalls per unit total. Parking may be provided in attached or detached garages with a minimum

garage dimension of 10' x 20'. Guest parking shall be provided at one 1 space per 5 units and may be provided through on-street spaces.

Table 2. Parking Comparison

Standard	Appendix W	Proposed		Complies
Designation	SF-T HH	PD SF-T HH		
Garage Parking Requirement	2	Single Family -Style Units	2**	Partial Variance
		Paired Home-Style Units	2**	
		Multi-Unit Home	1	
		parcHAUS-Style Units	1	
		Townhome-Style Units	1.25	
		Bungalow Court	1.25	
		Auto Court-Style Units	1.35	

** Complies with UDC

d. Design Standards

- i. Residents in the SF-T HH Parcels will have access to the Community Open Space including the associated amenities.
- ii. No clubhouses are required in SF-T HH Parcels.
- iii. Security gates are not required at entrances to the SF-T HH Flex Villages.
- iv. The repeat color of brick, stone, siding or other non-accent fascia material is limited to a maximum of three consecutive residential buildings.

H. MULTI-FAMILY STANDARDS: MF-3 DISTRICT

Development within the MF-3 Parcels shall comply with the development and permissible uses standards for the Multi-Family Three (MF-3) Residential District and Appendix W, as set forth in the UDC, except as provided herein. The standards in this section apply to the MF-3 Villages (2A, 2B, 3A, and 4). The shape, location, and boundaries of the MF-3 Parcels may be adjusted. Unit maximum for MF-3 Villages (2A, 2B, 3A, and 4) shall be 737 units. If stated unit maximums in SF-T HH Parcels (595 units) or the MF-3 Parcels (737 units) are not met, the other category maximum may be increase by up to 20% of the stated maximum as long as the total unit count does not exceed the maximum of 1,332 units and the overall density provided in E.3 above.

1. Dimensional Standards:

- a. Minimum Living Area: 600 sf.
- b. Maximum One-Bedroom Units: 70% of unit mix.
- c. Minimum Front Yard: 15' (where dwelling units, clubhouse, or leasing office front a street: 5')
- d. Minimum Rear Setback: 15'
- e. Minimum Side Setback: 15' (where dwelling units, clubhouse, or leasing office front a street: 5').
- f. Maximum Height: 4 stories or 60'
- g. Minimum Building Separation: 20'

2. Amenities: One clubhouse consisting of a minimum of 3,500 SF is required for each MF-3 development phase .

3. Parking:
 - a. Efficiency and one-bedroom units: Minimum 1.5 spaces per unit.
 - b. Two or more-bedroom units: Minimum 2 spaces per unit.
 - c. Minimum number of garage parking spaces shall equal ten percent (10%) of the minimum required parking spaces calculated for the total number of multi-family units in the MF-3 District Parcels.
 - d. Garage spaces shall be a minimum of 10' x 20' in size.
 - e. In addition to the garage parking required above, the minimum number of covered parking spaces shall equal fifteen percent (15%) of the required parking spaces for the total number of multi-family units in the MF-3 Parcels.
 - f. A minimum of ten percent (10%) of all required parking shall be designated as guest parking. On-street parking may be used to meet the guest parking requirement.
 4. Open Space: Minimum open space is 15%.
- I. COMMERCIAL MIXED-USE STANDARDS:
- Development within the Commercial Mixed-Use Parcels shall comply with the development and permissible uses standards for the Mixed Use (MU) District and Appendix W, as set forth in the UDC, except as provided herein. The standards of this section shall apply to the Commercial Mixed-Use parcels. The shape, location, and boundaries of the Commercial Mixed-Use Parcels may be adjusted.
1. Required Mix of Uses:

The Commercial Mixed-Use Parcels shall require a minimum of two different types of uses across the three parcels indicated as mixed use on Exhibit - C District Plan. No more than 75% of the mixed use land area may be a residential use.
 2. Residential Uses Defined:

The residential uses permitted in the Commercial Mixed-Use Parcels shall include the SF-T HH uses as provided for in these Development Standards.

 - a. SF-T HH and Multifamily Dimensional Standards and Parking:
 - b. All residential housing types provided in SF-T Standards (Section G) are permitted and shall follow the dimensional standards included in subsection G of these PD standards.
 - b. Garden style apartments are permitted and shall follow the Multi-family (MF-3) standards included in subsection H of this section.
 3. Commercial Density and Dimensional Standards:

Density and Dimensional standards shall correspond to the Commercial standards as defined in the UDC.
 4. Commercial Parking Standards:
 - a. Shared parking agreements are permitted to meet minimum parking requirements.
 - b. Unless otherwise specified herein, parking standards shall correspond to the Commercial standards as defined in the UDC.
- J. Data Center Standards
- If Data Center uses are included in a Site Plan application, they shall follow the development standards in this section. This section shall only apply to Data Center uses.
1. Site Design Standards.

- a. Block Length:
To accommodate data center uses block lengths may exceed 1,200 feet.
 - b. Open Space Standards:
A designation of a minimum of 350 acres, as conceptually depicted in Exhibit D - Open Space Plan, shall satisfy, in full, the open space requirement for Section 6.3 of Appendix X. Site Plans for individual Parcels shall not be required to provide separate open space requirements except for any buffering or landscaping requirements.
 - i. The PD Open Space dedication includes utility easements and floodplain areas.
 - ii. Path and Open Space Programming shall be provided in phases in rough proportion to the percentage of the PD area that is developed. Site Plans applications shall note the approximate percentage of the Open Space improvements that correspond with that Site Plan application.
 - iii. Path and Open Space programming shall include public access.
 - iv. Path Design: Any included paths may be concrete, paved, or utilize natural materials such as crushed rock or decomposed granite.
 - v. Open Space Programming: Programming elements may include a combination of the following:
 - Benches;
 - Pathheads;
 - Exercise Equipment;
 - Enhanced planting; or
 - Other elements approved by the Planning Director
 - vi. Any additional Open Space, designated as part of a parcel containing a data center use may be restricted from public access, due to security concerns. Areas restricted from public access shall be maintained by the landowner or owner's association as applicable.
2. Base Landscaping Adjustments
 - a. A minimum of one (1) tree per 750 square feet of required landscaping area is required.
 - b. A minimum of 1 shrub per 100 square feet of required landscaping area is required. Perimeter building plantings are not required if those plantings are placed elsewhere on the development site.
 3. Building Design Standards.
 - a. Building Height:
Primary structures shall not exceed a maximum building height of 140 feet.
 - b. Primary Building Façade:
A Primary Building Façade, as defined in the UDC, shall follow the standards in the UDC except as provided herein. Primary Façade building requirements shall be a minimum of 50 feet of the façade and may wrap a corner of the building 50 feet in each direction. Material and fenestration requirements of a Primary Façade shall only apply to this portion of the building. The remainder of the facade shall be considered a Secondary Building Façade.
 - c. Secondary Building Façade:
A Secondary Building Façade, as defined in the UDC, shall not have material, detail, or fenestration requirements except that no more than 50% of the façade shall be metal

panel and the façade shall not include the prohibited materials listed in Appendix X of the UDC.

d. Functional Building Facades:

Building facades that serve as truck docks, service areas, or other exterior interfaces and access points are exempt from building horizontal articulation requirements and accent lighting.

e. Truck Dock Orientation:

Where required screening is used, truck docks and the parking of Heavy Trucks or trailers are permitted to be located adjacent to and oriented towards:

- i. A primary frontage.
- ii. A property boundary line of a public park that fronts along a dedicated street thoroughfare of any classification; or
- iii. A property that is both zoned residential and is designated as residential on the adopted Future Land Use Map, in effect as of the effective date of this ordinance, that fronts along a dedicated street thoroughfare of any classification, provided the truck dock façade is a minimum of 200 feet from the residentially zoned lot.

f. Security Guard Accessory Structures Design Criteria:

Accessory Structures that are secondary in use to the primary structure used to house a Security Guard and/or support a Security Guard use may be modular or prefabricated structures with metal as an allowed building material. Security Guard accessory structures may face and be visible from any public or private street right of way, public park, or adjacent property regardless of use. Security Guard accessory structures shall not be required to comply with other design, screening, and landscaping requirements applicable to the primary structure.

g. Parking Lot Requirements:

- i. No more than three rows of vehicle parking shall be allowed between a primary frontage and a building façade. A row of parking is defined as parking bays on either side of a drive aisle.
- ii. Parking lot pedestrian access shall be provided on the detailed site plan however, pedestrian paths between each head-in row of parking is not required.

4. Landscaping and Screening Requirements

a. Truck Dock / Trailer Parking Screening:

To satisfy screening requirements, as specified in Section 5.3 of Appendix X, a minimum 36" high berm may be used in conjunction with a minimum 36" high opaque evergreen plantings and evergreen trees spaced 50 feet on center. Said trees shall be a minimum of 6 feet in height. This tree spacing shall satisfy the requirement for all Truck Dock tree planting requirements. Plantings are permitted to be arranged in a naturalistic pattern. See Exhibit E - Illustrative Screening Detail. Screening berms and plantings shall count towards both the open space and landscape plantings requirements.

b. Truck Dock Wing Wall:

Where truck docks are constructed perpendicular to a primary frontage, they shall be screened by a wing wall constructed in the following manner:

- i. The wing wall shall be a structurally integrated member of the building and measure 20 feet in height (as measured from the nearest truck dock ground elevation) and 50 feet long; and

- ii. The surface of the wing wall shall be architecturally finished as an integral portion of the building or consist of an opaque living screen.

5. Large or Multi-Phase Developments

As the development of the PD is intended to occur as separate developments over the course of time, the requirements to provide the detailed information required in Appendix X, Section 6 of the UDC shall not be required as part of the zoning approval. For individual parcels within the PD area that consist of either multiple buildings with a cumulative square footage greater than 250,000SF at ultimate buildout, a developed area of 20 acres or greater, or a development planned to be constructed in multiple phases, concurrent with the Preliminary Plat, a Concept Plan meeting the requirements of Article 17 and a Phasing Plan, if the development is to be phased, must be approved which shows the ultimate buildout condition of the development and the following information:

- a. Locations of all primary and secondary building facades;
- b. Intended locations of Truck Docks and Heavy Truck or trailer parking;
- c. Locations of required screening walls and landscaping along with maintenance easements for the protection of each screening element maintained by the Property Owner's Association;
- d. Locations of common elements such as private streets, bridges, detention facilities, and signage;
- e. A Site Plan meeting the requirements of Article 16 may substitute for the Concept Plan required herein if the project is constructed as a single phase.
- f. A coordinated signage plan including monument and directional signage with a landscaped corner feature at each street intersection;
- g.

5. Administrative Approvals:

- a. Amendments to previously approved non-residential or mixed-use site plans may be approved by the City Manager, or designee, for the following minor changes, provided the site plan is generally consistent with the approved concept plan:
 - Adding, removing, or relocating development phasing,
 - Adding, removing, or reconfiguring non-residential lots, or
 - Adding, removing, or relocating proposed access points or easements
- b. Administrative amendments to site plans and plats may be processed simultaneously with a final plat for the same configuration.
- c. The Developer may appeal any denial of an administrative approval to the City Council.

6. Miscellaneous Requirements

a. Screening of Mechanical Equipment:

- i. Parapet walls, flush with a secondary façade line, to screen mechanical equipment, or electrical duct banks shall not be required on secondary frontages.
- ii. Screening of rooftop mechanical equipment is required when equipment is visible from ground level of an adjacent primary frontage public street or adjacent property not zoned LI.

- iii. Generator yards are permitted to face a public ROW. A combination of opaque walls or wrought iron screening fences with trees, shrubs, which are a minimum of six feet in height, shall be used to screen generator yards facing a public ROW.
 - b. Security Fencing:
 - i. Perimeter Security fencing consisting of ornamental wrought iron fence or similar material may be utilized in the setback area.
 - ii. Security fencing, which shall not include barb wire, shall be a maximum of 12 feet in height.
 - c. Utilities:
 - i. Overhead power transmission and other electrical improvements are permitted to be above ground. Distribution (feeder) lines are permitted above ground along secondary frontages.
7. **Parking:**
All off-street parking requirements shall follow the UDC unless otherwise provided in these PD Standards:
- a. Data Center Parking Requirement: 1 space per 5000 square feet of employee accessible building area or 1 space for every 2 employees, whichever is lesser;
 - b. Build-to-suit Data Center uses may request off-street parking requirements lower than the requirements listed in the UDC may be approved administratively by the Planning Director or designee.
8. **Floor Area Ratio (FAR):**
FAR maximum for Data Center Uses shall be 1.5:1. A higher FAR may be approved by City Council at the time of Site Plan application.

K. **Exhibits:**

- Exhibit - A Boundary Description
- Exhibit - B Location Map
- Exhibit - C District Plan
- Exhibit - D Open Space and Walking Path Plan
- Exhibit - E Street Cross-Sections
- Exhibit - F Architecture Character Imagery
- Exhibit - G Signage and Open Space Character Imagery

Exhibit - A Boundary Description

BEING a 311.963 acre tract of land situated in the J. Stewart Survey, Abstract No. 961, Ellis County and being a portion of land described as Tract 1 and all of Tract 2 and 3 in Special Warranty Deed to Soap Box Partners LP recorded in Instrument No. 2156131 of the Official Public Records, Ellis County, Texas (OPRECT), a portion of a tract of land described in deed to Prairie Ridge Capital Corp (formerly known as PRA Prairie Ridge Development Corp.) recorded in Volume 2325, Page 470 and Volume 2396, Page 236 of the Deed Records, Ellis County, Texas (DRECT), being a portion of a tract of land described in deed to PRA Prairie Ridge, LP recorded in Volume 2111, Page 866, being all of a tract of land described in the Special Warranty Deed to Bloomfield Homes, L.P., recorded in Instrument Number 2156572 OPRECT, and all of a called 2.0000 acre tract to Brazos Electric Power Cooperative, Inc. recorded in Volume 1192, Page 654, DRECT and being more particularly described as follows:

BEGINNING at a point in the West right-of-way line of State Highway No. 287, a variable width right-of-way, at the Northeast corner of said Tract 2;

THENCE with the said west right-of-way line the following four (4) courses and distances:

1. South 50°40'02" East, a distance of 1,000.87 feet to a point for corner;
2. South 50°40'27" East, a distance of 170.28 feet to a point for corner;
3. South 50°48'51" East, a distance of 109.44 feet to a point for corner;
4. South 46°34'48" East, a distance of 215.93 feet to a point at the Southeast corner of said Tract 3;
5. South 46°34'48" East, 160.33 feet to a point for corner;
6. South 46°33'02" East, 438.46 feet to a point for corner;
7. South 52°19'24" East, 510.07 feet to a point at an Easterly corner of said Bloomfield Homes tract;

THENCE South 58°48'19" West, 442.27 feet to a point for corner;

THENCE South 30°53'53" East, 832.45 feet to a point for corner;

THENCE South 59°36'39" West, 792.06 feet to a point in the approximate centerline of Old Fort Worth Road at the South corner of said Bloomfield Homes tract and in the East line of said Tract 1;

THENCE South 30°47'45" East, with said approximate centerline, 54.48 feet to a point at the most Easterly Southeast corner of said Tract 1;

THENCE with the South line of said Tract 1 the following five (5) courses and distances:

1. South 59°33'09" West, a distance of 3,135.74 feet to a point for corner;
2. South 5°17'26" West, a distance of 688.87 feet to a point for corner;
3. South 52°46'34" West, a distance of 1,777.95 feet to a point for corner;
4. South 30°26'57" East, a distance of 46.35 feet to a point for corner;
5. South 59°29'35" West, a distance of 157.61 feet to a point for corner;

THENCE North 30°27'29" West, a distance of 915.30 feet to a point on a south line of a 50' sanitary sewer easement recorded in Instrument Number 2234492 OPRECT and Instrument Number 2139095 OPRECT

THENCE with the south and East line of said 50' sanitary sewer easement the following three (3) courses and distances:

1. North 59°32'31" East, a distance of 1,129.77 feet to a point for corner;
2. North 19°11'37" East, a distance of 669.68 feet to a point for corner;
3. North 5°38'47" East, a distance of 1,370.25 feet to a point for corner on the north line of said Tract 1;

THENCE North 59°35'14" East, with said North line, a distance of 1,267.76 feet to a point for corner;

THENCE North 25°14'09" West, a distance of 393.21 feet to a point on the approximate on the approximate Grand Prairie City Limit line at the beginning of a non-tangent curve to the right having a radius of 13,133.04 feet and a chord bearing of North 59° 43' 59" West a distance of 954.90 feet;

THENCE Northwesterly along said approximate city line and said curve through

a central angle of 4°10'01" an arc distance of 955.11 feet to a point in the Northwest line of said PRA Prairie Ridge tract;

THENCE North 7°16'56" East, a distance of 157.48 feet to a point for corner;

THENCE North 30°22'07" West, a distance of 421.07 feet to a point in the south line of Lakeview Drive;

THENCE with said South line of Lakeview Drive the following six (6) courses and distances:

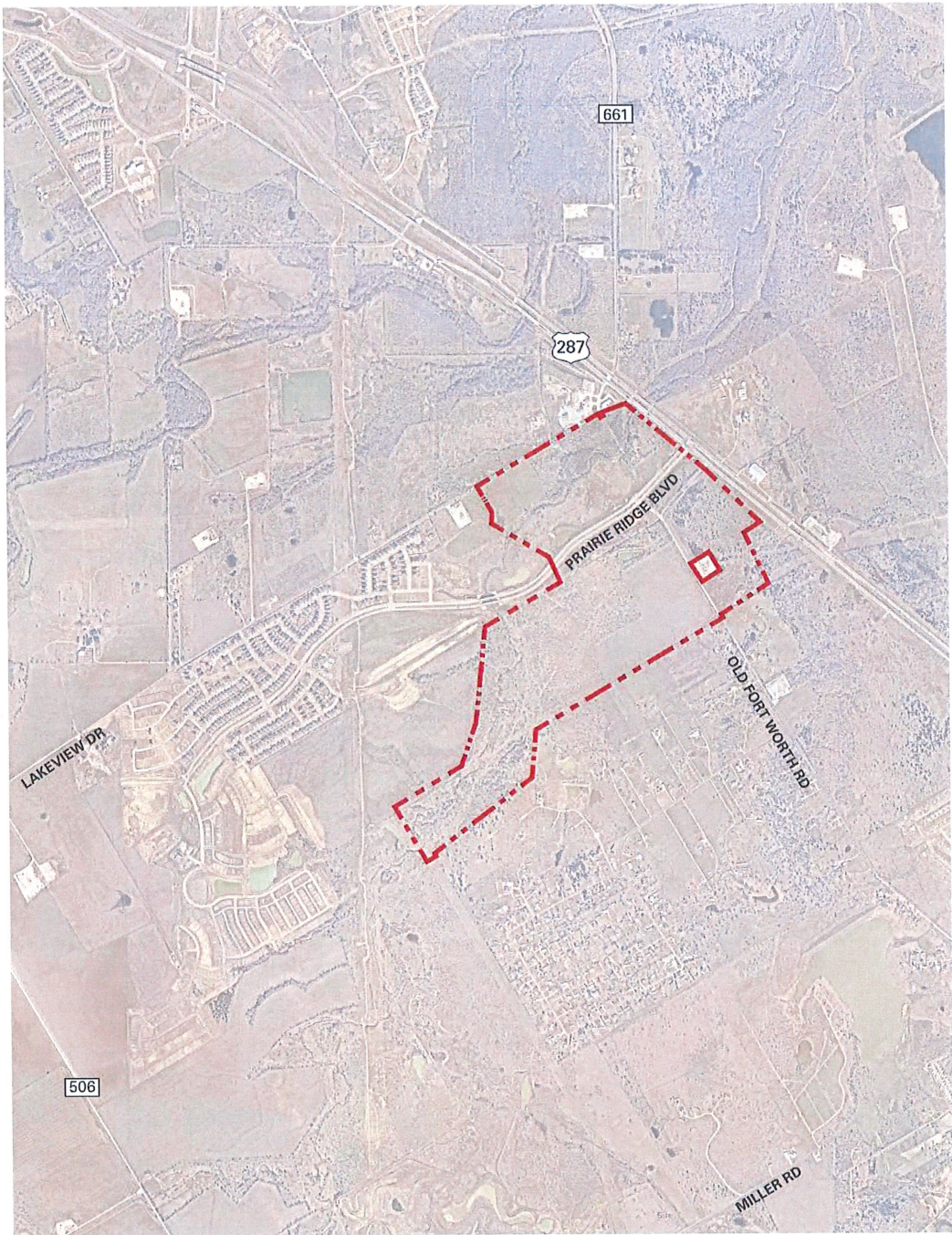
1. North 59°37'53" East, a distance of 844.17 feet to a point for corner;
2. North 59°34'29" East, a distance of 658.11 feet to a point for corner;
3. North 59°35'04" East, a distance of 529.13 feet to a point for corner;
4. South 30°10'06" East, a distance of 50.00 feet to a point for corner;
5. North 59°14'54" East, a distance of 50.00 feet to a point for corner;
6. North 30°10'06" West, a distance of 49.80 feet to a point at the Northwest corner of said Tract 3;

THENCE North 68°41'14" East, with the North line of said Tract 3, a distance of 372.47 feet to the POINT OF BEGINNING and containing 311.963 acres of land, more or less. Save and except the following tract of land leaving a net of 309.963 acres, more or less.

Save and Except the following tract of land:

A called 2.0000 acre tract to Brazos Electric Power Cooperative, Inc. recorded in Volume 1192, Page 654, DRECT.

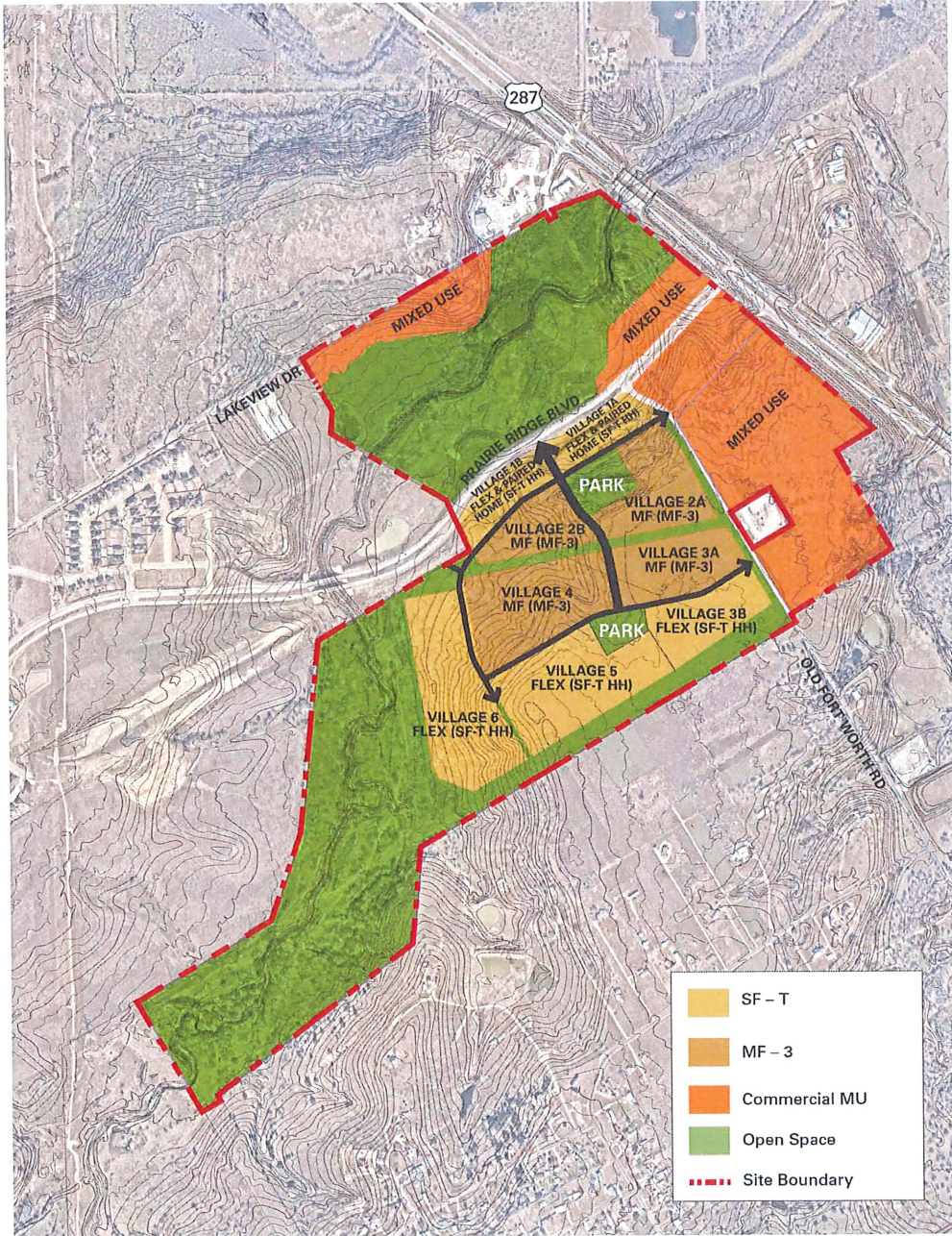
Exhibit - B Location Map



P
PROVIDENT
Goodland
EXHIBIT B
LOCATION MAP
City of Grand Prairie, Ellis County, Texas
March 03, 2024
309.734 Acres

Development Team		Location Map	Notes
Applicant / Developer: Provident Realty Advisors 120 W. Grand Ave., Suite 200 Dallas, TX 75201 Contact: Kyle Stewart Email: kstewart@providentrealty.com	Architect: AT&T 425 N. Rialto, Suite 700 Euless, TX 76039 Contact: Alex Drake Email: alex.drake@att.com		TBG
Planner: TBG Partners Inc. 2024 Bryan St. #100, #1450 Dallas, TX 75221 Contact: Brian Meyer Email: bryan.meyer@tbgpartners.com	Surveyor: T&B Partners & Associates 1901 East at DM 4229 Mesquite, TX 75221 Contact: Cooper Powell Email: cpowell@tandbpartners.com		

Exhibit - C District Plan



P
PROVIDENT
Goodland
EXHIBIT C
DISTRICT PLAN
City of Grand Prairie, Ellis County, Texas
April 15, 2024
309.704 Acres

Development Team		Location Map	Notes
Applicant / Developer: Providence Equity Advisors 16700 N. Central Expressway, Ste. 300 Dallas, TX 75221 Contact: Pylon Tsovel Email: pylon@providentrealty.com	Architect: ATOR 4335 Springdale Blvd Los Angeles, TX 90048 Contact: Alan Savas Email: alan@ator.com		- With the exception of Village A, Villages have flexibility to move location and change in size so long as overall unit maximums are adhered to - In the case of Data Center being a proposed use for a parcel, base zoning districts, circulation, and park locations indicated on Exhibit C shall not be applicable, refer to development standards in Section J
Planner: TBG Partners Inc. 1601 Maple Street, #1100 Dallas, TX 75201 Contact: Mark Meyer Email: mark.meyer@tbgpartners.com	Surveyor: T&B Partners & Associates 1601 Central Expressway Midland, TX 79701 Contact: Debra Blunt Email: dblunt@tbgpartners.com		

Exhibit - D Open Space and Walking Paths Plan



PROJECT SUMMARY

COMMUNITY MAIN STREET	± 2.5 AC
SECONDARY STREET	± 8.5 AC
OPEN SPACE	± 19.4 AC
PARK	± 5.1 AC
RESIDENTIAL	± 77.1 AC
TOTAL	± 111.0 AC

LEGEND






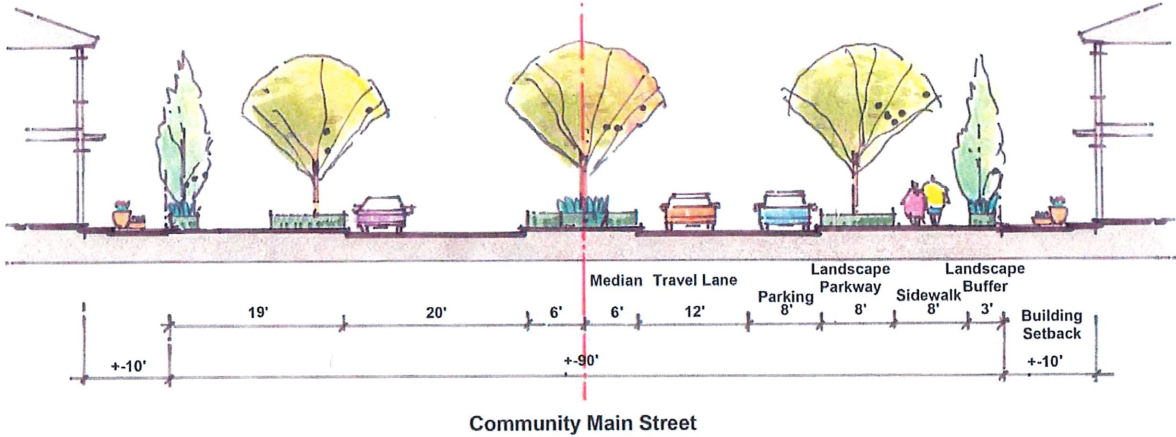
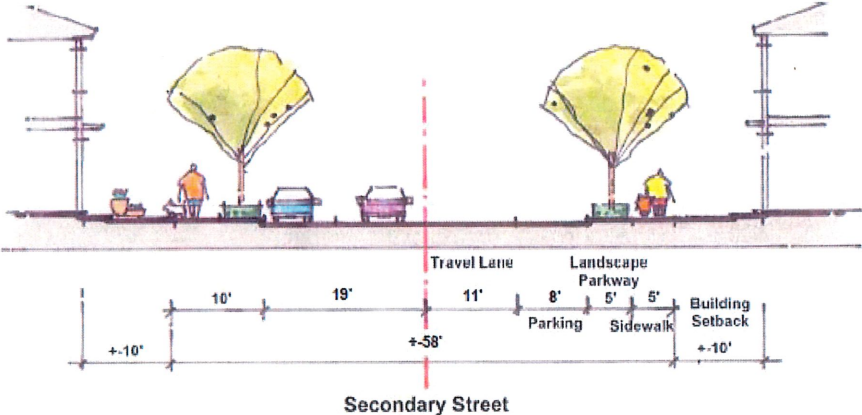
-  PARK
-  WALKING PATHS
-  COMMUNITY MAIN STREET
-  SECONDARY STREET
-  OVERHEAD POWER EASEMENT

Exhibit - E Street Cross-Sections





Street Sections

Prairie Ridge - Mixed Residential, Grand Prairie, Texas

Exhibit - F Architecture Character Imagery



Exhibit - G Signage and Open Space Character Imagery

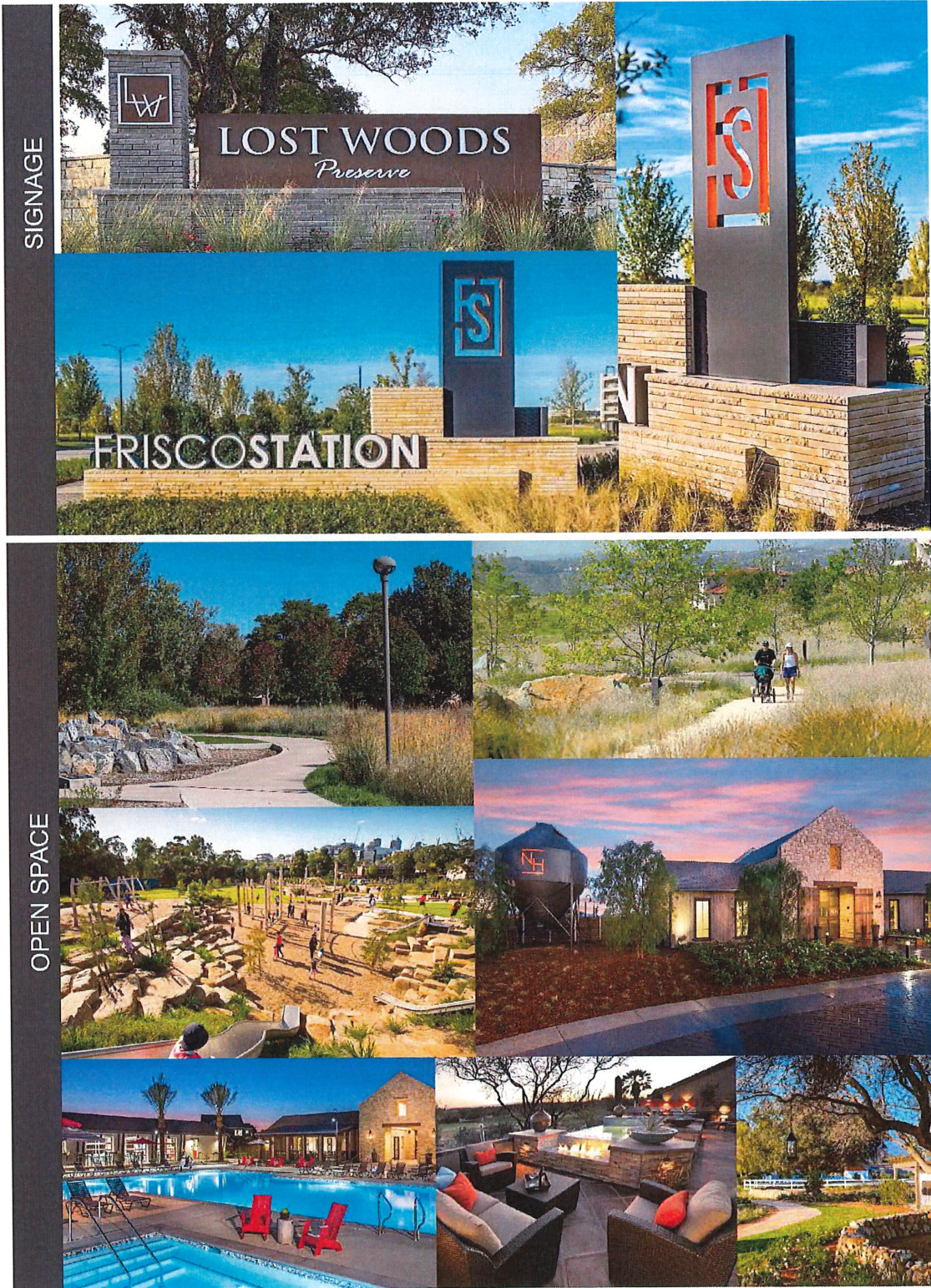


EXHIBIT H – USES (Pg 1)

In addition to any use allowed in the MU zoning district, the following uses shall be allowed by right:

- Data Center
- Fraternal Organization
- Vocational School
- EMS
- Phone Exchange
- Utility Shop*
- Hardware Store
- Kiosk [Service]
- Laundry /DC
- Laundry / DC [>3000 SF]
- Laundry Drop Off / Pick Up
- Plant Nursery
- Tool Rental [Indoor]
- Winery
- Bicycle Sales/Repair
- Passenger Terminal
- Alcohol Wholesale RS**
- (Alcohol) **
- Brewpub (See UDC Section 11.12.1)
- Artisan
- Manufacturing with Storefront
- Printer [Job]
- Printer [Newspaper]
- Bowling Center
- Satellite Dish (Pvt.)
- Exhibition Hall
- Fishing Pier
- Golf Course
- Health Club
- Park/ Playground
- Recreation Club
- Stadium
- Swimming Pool
- TV Station/Media Studio
- Cell Equipment with No Tower
- Cell Tower </= 85'

In addition to any use allowed in the MU zoning district, the following uses shall be allowed by right, unless located within 300 feet of any AG, SF, 2F, or MF districts or inside a designated overlay district in which case a Specific Use Permit is required:

- Transit Maintenance
- Alcohol** Beverage MFG
- Drive Through / In Restaurant
- Motion Picture Drive In

EXHIBIT H – USES (Pg 2)

In addition to the uses allowed within the MU zoning district, the following uses shall be allowed only with a specific use permit issued by the Grand Prairie City Council:

- Check Cashing, Pay Check and Car Title Loans (Refer to UDC Article 4, Section 11.27)
- Mini-Storage *
- Restaurant (W/Event Space) (See UDC Section 4.15)
- Drive Through/In Retail Sales **
- Lg. Retail (w/Gas Sales)
- Residential Wates Recycling Receptacle
- Security Living QTRS at Business
- Air/Heliport
- Vehicle Maintenance (Private)
- Vehicle Wash (Private)
- Vocational School (Auto/Mechanical)
- Alcohol** Beverage MFG. (With Tasting Room)
- Outside Storage (Accessory Use)
- Amusement Services (Indoor)
- Amusement Services (Outdoor)
- Amusement Devices Arcade (>4)
- Billiard Parlor
- Fairground
- Bingo Parlor
- Multi-purpose Special Event Ctr.
- Radio Station (No Tower)
- Radio Station (w/Tower)
- Skating Rink
- Teen Club
- TV Station with Tower
- Cell Tower > 85'
- Greenhouse Retail
- Plant Nursery Retail
- Veterinarian w/ Outdoor Kennel
- Car Wash (Full-Service)*
- Car Wash (Self-Service)
- Auto/Truck Rental* (No Chauffer)
- Limo Service*
- Auto Accessories* Sales and Installation
- Auto Tire/Wheels* Sales and Installation (Indoor Displays)
- Auto Tire Repair*
- Auto Driving School
- Auto Parking (Accessory Use)
- Auto Glass (Repair & Tint)
- Auto Interior Shop*
- Auto Repair (Minor)*
- Specialty Auto Repair & Tuning*
- Exterminator Service
- Farm Products Food/Wholesale
- Gravestone Sales
- Heavy Machine Sales [inside]
- Lawnmower Sales/Repair
- Bus Charter
- Motorcycle Sales
- Contractor Shop [Inside Only]
- Roll/Draw Extrude Metal
- State Vehicle Inspection
- Veterinarian w/ Indoor kennel
- Convenience Store w/ Gas
- Convenience Store without Gas

EXHIBIT H – USES (Pg 3)

- Auto Parts Sales* (New) (Note: Used Auto Parts Sales is under “Recovery and Salvage” which is prohibited)
- Tattoo and Body Piercing Studio (Permanent Cosmetics as an accessory use; See UDC Section 4.7.1) (Refer to UDC Article 11, Section 14.1)
- Variety Store (See UDC Section 4.17) (This use is prohibited unless located more than 5,000 feet from another variety store. If located at least 5,000 feet from another variety store, this use is permitted by Specific Use Permit only.)

Notwithstanding any provision to the contrary, the following use shall be allowed by Specific Use Permit only:

- Vape Shop (Vape shop is defined as a retail store which sells electronic cigarettes and other vaporizing products and accessories whether or not such products contain nicotine.)

As used in this Exhibit:

* indicates site plan required

** indicates must comply with all local and state regulations