



# CITY OF GRAND PRAIRIE

City Hall  
300 W. Main Street  
Grand Prairie, Texas

## Meeting Agenda City Council Meeting

**Tuesday, June 04, 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. Land Use Assumptions (LUA), Capital Improvement Plan (CIP), Water and Wastewater Impact Fee Process Overview

### **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" - City of Grand Prairie v. Babcorp 200, LTD et al, 342-338185-22, 342nd Judicial District Court, Tarrant County*
- (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 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

- [3.](#) Proclamation for National Gun Violence Awareness Day
- [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

## **CONSENT AGENDA**

*The full agenda has been posted on the city's website, [www.gptx.org](http://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.*

- [5.](#) Minutes of the May 15, 2024, Special City Council Meeting and May 21, 2024, City Council Meeting
- [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)
- [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)
- [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)
- [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)
- [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)
- [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)
- [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)
- [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)



- [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)
- [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)
- [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)
- [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)
- [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)
- [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)
- [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)
- [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)
- [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

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

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

## **ITEMS FOR INDIVIDUAL CONSIDERATION**

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

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

## **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)

- [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)

## **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)
- [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)
- [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)
- [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)
- [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)

- [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)
- [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)

## CITIZEN COMMENTS

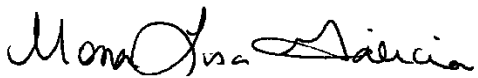
*Citizens may speak during Citizen Comments for up to five minutes on any item not on the agenda by completing and submitting a speaker card. The views expressed during Citizen Comments are the views of the speaker, and not the City of Grand Prairie or City Council. Council Members are not able to respond 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](mailto: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 May 31, 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](mailto:GPCitySecretary@gptx.org) at least three (3) business days prior to the scheduled meeting to request an accommodation.*



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

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**MEETING DATE:** 06/04/2024

**PRESENTER:** Noreen Housewright, Director of Engineering/Utilities Services

**TITLE:** Land Use Assumptions (LUA), Capital Improvement Plan (CIP), Water and Wastewater Impact Fee Process Overview

**REVIEWING COMMITTEE:**

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**PURPOSE OF REQUEST:**

This presentation will provide an overview of the water and wastewater impact fee process, detailing what they are, how they are calculated and updated, and how they are utilized.



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

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**MEETING DATE:** 06/04/2024

**PRESENTER:** Mayor Ron Jensen

**TITLE:** Proclamation Acknowledging Juneteenth Day

**REVIEWING  
COMMITTEE:**

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**CITY OF GRAND PRAIRIE  
COMMUNICATION**

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**MEETING DATE:** 06/04/2024

**PRESENTER:** Mayor Ron Jensen

**TITLE:** Proclamation for National Gun Violence Awareness Day

**REVIEWING  
COMMITTEE:**

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**CITY OF GRAND PRAIRIE  
COMMUNICATION**

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**MEETING DATE:** 06/04/2024

**PRESENTER:** Lions Club

**TITLE:** 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

**REVIEWING COMMITTEE:**

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CITY OF GRAND PRAIRIE  
COMMUNICATION

**MEETING DATE:** 06/04/2024

**PRESENTER:** Mona Lisa Galicia, City Secretary

**TITLE:** Minutes of the May 15, 2024, Special City Council Meeting and May 21, 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

### Meeting Minutes Special City Council Meeting

Wednesday, May 15, 2024

4:30 PM

City Hall - Council Briefing  
Room, 300 W. Main Street

#### CALL TO ORDER

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

#### PRESENT

*Mayor Ron Jensen*

*Council Member District 3 Mike Del Bosque*

*Deputy Mayor Pro Tem Council District 3 Jorja Clemson (arrived at 4:35 p.m. after adjournment)*

#### EXECUTIVE SESSION

*There was no closed session.*

#### ITEMS FOR INDIVIDUAL CONSIDERATION

*Citizens may speak during Citizen Comments for up to five minutes on any item on the agenda by completing and submitting a speaker card.*

1. Resolution Canvassing Votes and Declaring the Results of the May 4, 2024, General Election

*Packets with canvassing reports were provided for review prior to the start of the meeting. City Secretary Mona Lisa Galicia presented final voting results received from each county - Dallas, Ellis and Tarrant. There were no questions. Council Member Del Bosque moved, seconded by Mayor Jensen, to approve the election results as presented. The motion carried unanimously.*

#### ADOPTED

#### RES 5410A-2024

#### ADJOURNMENT

*Mayor Jensen adjourned the meeting at 4:31 p.m.*

*The foregoing minutes were approved at the June 4, 2024, City Council meeting.*

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*Mona Lisa Galicia, City Secretary*



# CITY OF GRAND PRAIRIE

City Hall  
300 W. Main Street  
Grand Prairie, Texas

## MINUTES

### City Council Meeting

Tuesday, May 21, 2024

4:30 PM

City Hall - Briefing Room

#### CALL TO ORDER

*Mayor Jensen called the meeting to order at 4:30 p.m. and commended Dr. Linda Ellis on her retirement as Grand Prairie ISD School Superintendent.*

#### PRESENT

*Mayor Ron Jensen*

*Mayor Pro Tem John Lopez*

*Deputy Mayor Pro Tem Jorja Clemson*

*Council Member District 2 Jacquin Headen*

*Council Member District 3 Mike Del Bosque*

*Council Member District 6 Kurt Johnson*

*Council Member District 5 Tony Shotwell*

*Council Member At Large Place 7 Bessye Adams*

*Council Member At Large Place 8 Junior Ezeonu*

#### STAFF PRESENTATIONS

##### 1. Main Street Fest 2024

*Ray Cerda, Parks, Arts and Recreation Director provided an overview of the 2024 Main Street Fest event which included changes in the layout of event, expanded carnival rides, additional food trucks, increased ticket booths and location of the main stage. He noted every city department worked to make the event a success and thanked Mayor and Council.*

*Administration and Community Engagement Manager Kelly Eddlemon provided an overview of the event and thanked all involved, including GPISD who provided a shuttle and catering. He displayed a photo the crowd on Saturday night, discussed overall attendance of forty to fifty thousand people compared to thirty thousand last year. Mr. Eddlemon discussed safety efforts and increased vendors and sponsors. Special Events Manager Emily Linares discussed social media positive responses and improved layout and the success of the carnival noting twenty-five hundred coupons were redeemed. She discussed increased ticket booths and placement noting this was the largest revenue in the carnival since the beginning of Main Street Fest. Ms. Linares said next year's event is scheduled for April 25 through 27 and discussed increasing number of bathrooms, expanding sponsorships and adding performers. Fiscal Manager Stephen Bowles advised cost recovery this year was two-hundred thirteen thousand dollars compared to last year of about ninety thousand dollars. He said less was spent on entertainment, though more was spent on headliners. Mr. Bowles said net cost was two hundred eighty-nine thousand dollars, or \$7 per person, which is forty-two percent cost recovery. Marketing and Communications Supervisor Jonathan Thompson discussed media coverage including local news, onsite radio activations, online media features, both in English*

and Spanish. He said there were over fourteen features with over one hundred fifteen thousand views. Mr. Thompson provided an overview of paid media and advertising, updated billboards and additional digital board. He discussed social media highlights, reaching over seven hundred eighty thousand social media accounts including a video of “favorite things” about Main Street Fest. Council Member Ezeonu liked the increased revenues and said he enjoyed the reel. Council Member Johnson inquired about performer comments. Mr. Bowles said George Clinton enjoyed the introduction. Deputy Mayor Pro Tem Clemson asked if Main Street businesses were impacted. Downtown Manager Chip Nami discussed the business who reported increased business. There was discussion on date/month changes for future events. Mr. Eddlemon confirmed event contractor BWeiss did not recommend a date change. Mayor Jensen said there is relatively good success and discussed the buzz created in the city beyond those who attend. Mayor Pro Tem Lopez noted there was great positive feedback. There was discussion on music volume, whether nearby residents were affected by parking, booking the bands early this year for 2025 and marketing on how vendors can register next year. Ms. Linares advised she is already preparing a sponsorship package for 2025 and noted alcohol sales increased to nineteen thousand from twelve thousand last year and reviewed alcohol permit type. Council Member Del Bosque noted the temperature in the tent was really warm and Ms. Linares made note.

## **PRESENTED**

2. Discuss policy on use of the guest suite at Texas Trust CU Theater

Mayor Jensen discussed renovations of the guest suite at Texas Trust Theater, history of issues with uninvited people entering the suite. There was discussion on whether council wants someone sitting at the door to check tickets. Council Member Del Bosque supported having someone at the door or requesting the bartender check tickets. Mayor Jensen does not support having a guard outside the suite door, but maybe having one indoor. City Manager William Hills discussed written guidelines on hosting the city suites including providing menu choices in advance and having each guest show their ticket upon arrival to receive a wrist band. There was discussion on whether the bartender can accept the responsibility of issuing the wrist band. Jeff with Texas Trust Theater confirmed the bartender can take care of it and confirmed there is no added cost for the bartender even if only sodas are served. Mr. Hills confirmed if a council member is unable to attend, the council member may request another council member to host or can ask a staff member to attend. Mayor Jensen said at least one council member should host. Mr. Hills discussed how redistribution of tickets is to be handled and confirmed tickets cannot be gifted nor sold to anyone else. He reviewed process for donating tickets for charity auctions and issuance of an auction certificate for donation. Mr. Hills confirmed food/beverages in the suite are for guests of the suite which will display a wrist band. There was discussion on selecting menu items, tipping the bartender, though Mayor Jensen said tipping is suggested not required as the bartenders are getting paid. Mr. Hills noted if a council member is hosting suite, the council member should be there while their guests are there. Mayor Jensen confirmed this goes for Lone Star Park and Texas Trust Theater. There was discussion on using a standard template, what happens when guests cannot attend and how to communicate it to the host, providing names of guests and accountability.

## **PRESENTED**

## **AGENDA REVIEW**

Mayor Pro Tem Lopez asked if Council had any questions on Consent Agenda items six through thirty-two. Deputy Mayor Pro Tem Clemson asked to clarify item twenty-two. Fleet Services Superintendent Colby Frantz reviewed what a freightliner does during pipeline repair. Mayor Pro Tem Lopez noted item twenty-nine would be delayed to the June 4, 2024, City Council meeting.

## **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."

## **RECESS MEETING**

Mayor Jensen adjourned the closed meeting at 5:39 p.m. and called a recess.

## **6:30 PM Council Chambers**

## **RECONVENE MEETING**

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

**Invocation led by Pastor Brian Loveless of Calvary Baptist Church.**

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

3. Certificate of Election and Oath of Office for Council Member District Five, Council Member District Six and Council Member Place Eight at Large

*City Attorney Maleshia McGinnis individually gave each elected official their Oath of Office and City Secretary Mona Lisa Galicia presented their Certificates of Election.*

*Mayor Jensen called a recess 6:36 p.m.*

*Mayor Jensen welcomed back Council Member Shotwell who thanked everyone who voted and helped with his campaign. He acknowledge his wife Tisha, Karen Cox and others who helped, noting it was hard work. Council Member Shotwell discussed his past health concerns which held him back from running for office earlier, noting he enjoys knocking on doors. He said it is a hard job but wants to do it because there are a few things that need to be changed and said he likes to give staff the tools they need then get out of their way to let them do what they need to and expressed joy to be back.*

*Council Member Johnson expressed gratitude and humility for be re-elected noting is a testament to the strength of the community. He thanked his family for standing by him through his years in public service. Council Member Johnson thanked friends who helped with his campaign, his extended family members, voters of District 6 and discussed his commitment to hearing their needs and his willingness to be responsive. He discussed unity and inclusivity as essential in building a community where everyone feels valued and discussed opportunities for Council to work together.*

*Council Member Ezeonu thanked God for his ability to serve the last three years and expressed gratitude thanking his parents, siblings and supporters. He discussed his last three years of service and growth as a leader and as a man, noting he has learned and led with empathy and*

*compassion, and has focused on fiscal responsibility with public funds and built trust. Council Member Ezeonu thanked Mayor Jensen and Council noting Council puts the city first, and the city has a great city manager and staff. He said he was called by God to serve and encouraged citizens to continue being a part of the city and attend council meetings in person or watch online and ask questions, to hold Council accountable and honest, to remain engaged and noted his readiness to get back to work asking for God's blessing upon all.*

## **PRESENTATIONS**

*Mayor Jensen called the meeting to order at 6:49 p.m.*

4. Certificate of Recognition - Paula T. Owonikoko of Grand Prairie Fine Arts Academy for earning the Bobby Bragan Scholarship

*Mayor Jensen read the certificate and presented it to the sole recipient of the Bobby Bragan Scholarship in Grand Prairie ISD, Miss Owonikoko, who thanked Mayor and Council, her Grand Prairie ISD instructors.*

### **PRESENTED**

5. Proclamation Acknowledging Mental Health Month

*Mayor Pro Tem Lopez read the proclamation. Mayor Jensen presented it to Public Health Director Cindy Mendez, and he thanked each organization present for the work they do.*

### **PRESENTED**

## **CONSENT AGENDA**

*Mayor Pro Tem Lopez moved, seconded by Council Member Del Bosque, to approve items six through thirty-two, delaying item twenty-nine until the June 4<sup>th</sup> City Council meeting. The motion carried unanimously.*

6. Minutes of the May 7, 2024, City Council Meeting

### **APPROVED**

7. Annual contract for street sweeping services to Sweeping Corporation of America, LLC for up to \$141,678.79 annually. This contract will be for one year with the option to renew for four additional one-year periods totaling \$708,393.95 if all extensions are exercised (Reviewed by the Public Safety, Health, and Environment Committee on 04/09/2024)

### **APPROVED**

8. Annual contract for Employee Benefits Insurance Consulting services from Lockton-Dunning Series of Lockton Companies, LLC, for \$90,000 annually. This contract is for an initial term of three years, with the option to renew for four additional one-year periods, for a total of \$630,000 if all extensions are exercised (Reviewed by the Finance and Government Committee on 05/07/2024)

### **APPROVED**



9. Professional Services Agreement with Focused Advocacy, LLC, for Legislative & Regulatory Services for a two-year term, at an estimated annual cost of \$154,200 and a total of \$308,400 over the two-year term of the agreement. Authorize the City Manager to execute any additional renewal options with aggregate price fluctuations not to exceed \$50,000 within a two-year term, so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms.

*Harold Willis, 538 Lindly, spoke in opposition of this item.*

**APPROVED**

10. Annual contract to broadcast and archive meetings from Granicus LLC for up to \$17,205.50 annually through a Master Cooperative agreement with The Interlocal Purchasing System (TIPS). This agreement will be for three years with no renewals, totaling \$55,318.68 (Reviewed by the Finance and Government Committee on 05/07/2024)

**APPROVED**

11. Annual Contract for Adobe software subscriptions licensing from Insight Public Sector, Inc in the estimated amount of \$57,707.86 annually through a National Cooperative Agreement with DIR. This contract will be for one year, with the option to renew for four additional one-year periods, allowing an increase not to exceed 8% with an estimated total of \$338,548.99 if all extensions are exercised (Reviewed by the Finance and Government Committee on 05/07/2024)

**APPROVED**

12. Annual contract with the City of Fort Worth for Motorola Radio System Upgrade Agreement for one (1) year in the amount of \$97,558.26. This contract will be for one year, with the option to renew for four additional one-year periods, allowing an increase not to exceed 5% with an estimated total of \$539,070.97 if all extensions are exercised (Reviewed by the Public Safety, Health, and Environment Committee on 05/13/2024)

**APPROVED**

13. Purchase of diesel generator from Holt/Cat Power Systems in the amount of \$57,836.91 (Reviewed by the Public Safety, Health, and Environmental Committee on 05/13/2024)

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

**APPROVED**

14. Purchase of 40 Motorola APX6000 P25 Portable radios and 20 Motorola APX8000XE P25 Portable radios for Police and Fire departments from Motorola Solutions in the amount of \$348,919.00 (Reviewed by the Public Safety, Health, and Environmental Committee on 05/13/2024)

**APPROVED**

15. Price Agreement for a Web-based reservation software to be utilized at Loyd Park & Lynn Creek Park from US eDirect, Inc., a wholly owned subsidiary of Tyler Technologies, Inc. through a national cooperative agreement with Sourcewell at an estimated annual amount of \$18,000. This agreement will be for one year with the option to renew for four (4) additional one-year periods totaling \$90,000 if all extensions are exercised. Authorize the City Manager to execute the renewal options with aggregate price fluctuations of up to \$50,000 so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms (Reviewed by the Finance and Government Committee on 05/07/2024)

**APPROVED**

16. Price Agreement for Loyd Park Golf Cart Lease from Metro Golf Cars through a national cooperative agreement with Sourcewell Contract #122220-CCR at an estimated annual amount of \$35,856.00. This agreement will be for an initial 48- month term with the option to renew for two (2) additional 48-month periods totaling \$215,136 if all extensions are exercised. Authorize the City Manager to execute the renewal options with aggregate price fluctuations of up to \$50,000 so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms (Reviewed by the Finance and Government Committee on 05/07/2024)

**APPROVED**

17. Contract with KSA Engineering Group in the amount of \$99,400.00 for professional engineering and building services for the EPIC Recreation Center for mechanical, electrical, plumbing, fire/life safety and structural system analysis to evaluate existing system relative to need for replacement (Reviewed by the Finance and Government Committee on 05/07/2024)

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

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

**APPROVED**

18. One-Time purchase of a Modular Office for use of a central office space at Loyd Park from Mobile Modular Management Corporation, through a national interlocal agreement with Buyboard for a total of \$139,927 (Reviewed by the Finance and Government Committee on 05/07/2024)

**APPROVED**

19. Contract with Ponder Company, Inc in the amount of \$120,000.00 including contingency, for multipurpose court floor replacement at the EPIC Recreation Center through a national cooperative agreement with BuyBoard (Reviewed by the Finance and Government Committee on 05/07/2024)

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

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

**APPROVED**

20. Purchase of cardio and fitness equipment from Marathan Fitness in the amount of \$112,148, Advanced Exercise in the amount of \$16,606.19 and BSN Sports in the amount of \$2,842.10 for a total of \$131,596.29 for the Summit through national cooperative agreements with BuyBoard (Reviewed by the Finance and Government Committee on 05/07/2024)

**APPROVED**

21. Annual contract for plumbing services from The Brandt Companies LLC through a national inter-local agreement with BuyBoard. This contract will be for one year (up to \$175,000 annually) with the option to renew for two additional one-year periods (up to \$175,000 annually), totaling \$525,000 if all extensions are exercised (Reviewed by the Finance and Government Committee on 05/07/2024)

**APPROVED**

22. Purchase one (1) new Freightliner 114SD Plus Hydro-Excavator with Vac-Con System (\$590,023.50) for Engineering/Utility Services – Water Distribution from Houston Freightliner through a Cooperative Agreement with Houston-Galveston Area Council (HGAC)

**APPROVED**

23. Purchase of Airport Pavement Repair Services from CI Pavement (\$56,837.50) through a National Inter-Local Agreement with The Interlocal Purchasing System (TIPS). Work shall begin on or after June 1, 2024, and be completed no later than July 31, 2024.

**APPROVED**

24. Reject all bids from RFB #24104 for library mobile app (Reviewed by the Public Safety, Health, and Environmental Committee on 05/13/2024)

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

**APPROVED**

25. Annual Revenue Contract for Inmate Communication System services from Securus Technologies, Inc., in the annual estimated revenue amount of \$25,000. This contract will have an initial term of one year, with the option to renew for four additional one-year periods, totaling \$125,000 in estimated revenue (Reviewed by the Public Safety, Health, and Environment Committee on 05/13/2024)

**APPROVED**

26. Purchase of emergency vehicle equipment and installation labor services for 12 Police Department vehicles, from Siddons-Martin Emergency Group in the total amount of \$392,230.80, through a national cooperative agreement with Buyboard (Reviewed by the Public Safety, Health, and Environment Committee on 05/13/2024)

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

**APPROVED**

27. Contract for Personal Services with Highland Market Research, LLC in the amount not to exceed \$90,000 for administrative coordination, consulting, and proposal submission to the Texas Event Trust Program (ETF) and Major Event Reimbursement Program (MERP). Authorize the City Manager to execute any additional renewal options with aggregate price fluctuations not to exceed \$50,000 within a one-year term, so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms (Reviewed by the City Council Development Committee on 05/21/2024)

*Harold Willis, 538 Lindly, spoke in opposition of this item.*

**APPROVED**

28. Resolution Establishing a Public Hearing Date of July 16, 2024 to Consider the Land Use Assumptions (LUA) and Capital Improvements Plan (CIP) for the City of Grand Prairie's Water and Wastewater Service Area

**ADOPTED**

**RES 5411-2024**

29. 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)

**TABLED TO JUNE 4, 2024, CITY COUNCIL MEETING**

30. Ordinance amending the FY 2023/2024 Operating Budget for the Tree Preservation Fund; Construction contract with EarthWorks, Inc. for The Summit Landscape and Irrigation Replacement construction in the amount of \$282,313.28 plus a 5% contingency in the amount of \$14,115.66 for a total project cost of \$296,428.94 (Reviewed by Finance and Government Committee on 05/07/2024)

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

**ADOPTED**

**ORD 11542-2024**

31. Ordinance adopting the Housing Administration (Fund 3001) and Housing Choice Voucher (Fund 3002) operating budgets for calendar year 2024 and Fiscal year 2023-2024

**ADOPTED**

**ORD 11543-2024**

32. Ordinance amending the FY 2023/2024 Approved Budget for the Capital Improvement Budgets (Reviewed by the Finance and Government Committee on 05/07/2024)

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

*Council Member Shotwell asked to clarify Section 16 Street CIP fund. Audit and Budget Director Thao Vo noted it is for the winter material storage building. He said it would be moved into the Municipal Utilities Fund as it should not have been put in Streets Fund since it is earmarked for the building.*

**ADOPTED**

**ORD 11544-2024**

**ITEMS FOR INDIVIDUAL CONSIDERATION**

33. Second reading and adoption of an Ordinance amending the Code of Ordinances, Chapter 26, “Utilities and Services” relating to fees for water and wastewater

*Ms. Mahan said this is a public hearing and second reading, then reviewed water/wastewater fees. Mayor Jensen called for speakers and there were none. Mayor Pro Tem Lopez move, seconded by Council Member Headen to adopt this item. The motion carried unanimously.*

**ADOPTED**

**ORD 11545-2024**

**PLANNING AND ZONING FOR INDIVIDUAL CONSIDERATION**

34. STP-24-03-0014 - Site Plan Amendment– Walmart #4503 - 2650 S Hwy 161 (City Council District 2). Site Plan Amendment for an existing retail development on 19.62 acres. Lot 1, Block A, Bush & Pioneer Centre, City of Grand Prairie, Dallas County addressed as 2650 SH-161 (On April 22, 2024, the Planning and Zoning Commission recommended approval by a vote of 7-0)

*Chief City Planner Savannah Ware presented the site plan amendment request to revise the approved site plan and landscape plan for an existing Walmart with variance requested for the 30-foot landscape buffer for all parking or drive areas situated along public streets to allow for an 8-foot landscape buffer. The Planning and Zoning Commission (P&Z) recommend approval. The Development Review Committee (DRC) recommends approval with the condition that building permits shall not be issued until a license agreement over an existing water line easement located along Southgate Drive is obtained by the applicant. Council Member Ezeonu asked to clarify if they are required to pay into the tree preservation fund for tree removal. Ms. Ware noted they are adding trees not required.*

*City Attorney Malisha McGinnis Jose C. Gonzalez, 4329 Ridge Point Ln, Plano, recorded his support but did not wish to speak. Council Member Headen moved, seconded by Council Member Clemson, to approve this item with a permit to be issued per staff recommendations. The motion carried unanimously.*

**APPROVED**

**PUBLIC HEARING ZONING APPLICATIONS**

35. SUP-24-02-0007 - Specific Use Permit - Registered Group Home at 326 Swallowtail Court (City Council District 6). Specific Use Permit for a registered group home on 0.16 acres. Lot 16, Block A, Westchester Glen Addition, City of Grand Prairie, Dallas County, zoned Planned Development (PD-245), and addressed as 326 Swallowtail Court (On April 22, 2024, the Planning and Zoning Commission recommended approval by a vote of 6-1)

*Council Member Johnson moved, seconded by Council Member Adams, to table this item. The motion carried unanimously. Council Member Shotwell asked for this to be re-noticed. Ms. Ware said since this is not tabled to a specific date, staff will re-notice it and Mayor Jensen confirmed.*

*Those recording opposition: John E. Stewart, 4315 Hampton Circle; Harold R. Willis, 538 Lindly.*

### **TABLED**

36. SUP-24-03-0013 - Specific Use Permit - Fiesta Kids Play (City Council District 2). Specific Use Permit request for a Special Event Center in an existing commercial lease space at Carrier Towne Crossing. Lot 5, Block 1, Carrier Towne Crossing Addition, City of Grand Prairie, Dallas County, Texas, zoned PD-223, within the IH-20 Corridor Overlay, and addressed as 594 W. IH 20, Suite 235 (On April 22, 2024, the Planning and Zoning Commission recommended approval by a vote of 7-0)

*Ms. Ware presented this Specific Use Permit request for a Special Event Center in an existing commercial lease space. She discussed operations and security, noting it is specifically for children's birthday parties and events with no alcohol and up to 49 attendees. Ms. Ware discussed event hours, Sunday-Thursday: 10:00 AM to 9:00 PM, Friday-Saturday: 10:00 AM to 10:00 PM, events will be by appointment only. She said catering companies will be allowed to provide food and drink. Guests will also be allowed to provide their own food and beverages, with alcohol being prohibited. Ms. Ware confirmed DRC and P&Z recommended approval. Council Member Headen advised she met with the applicant. There was discussion on how parking is assessed. Ms. Ware confirmed staff has no concerns with the parking.*

*Sonia Resendez, 3241 Maberry Ct, said she listened to what council suggested last time and amended the request to host only kids' parties and no alcohol. Council Member Adams asked to clarify security efforts. Ms. Resendiz noted they will have cameras inside and outside and will be installing a gate although the space does not have high traffic. Mayor Pro Tem Lopez asked if there was a prep area with water. Ms. Resendez discussed the storage area and noted nothing would be cooked there, there would be no open fire just a microwave. Council Member Headen and if clients will be made aware of no alcohol permitted. Ms. Resendez confirmed it is in the rental contract and there will also be clear instructions on vacating the property. She then discussed different indoor attractions, confirming there would be no bounce house.*

*Juan Rios, 3241 Maberry Ct, did not wish to speak but recorded his support. Council Member Headen moved, seconded by Council Member Del Bosque, to close the public hearing and approve this item with the condition of no alcohol on property. The motion carried unanimously.*



**ADOPTED****ORD 11546-2024**

37. ZON-24-02-0006 - Zoning Change - Private Card Room for Palace Poker (City Council District 1). Amendment to PD-217 to create a definition of a Private Card Room and amend the uses permitted within PD-217 to allow a Private Card Room with City Council approval of a Specific Use Permit. Tract 31, Michael Farrans Survey, Abstract, No. 469, City of Grand Prairie, Dallas County, Texas, zoned PD-217, within IH 30 Corridor Overlay District, and addressed as 401 E Palace Pkwy (On April 8, 2024, the Planning and Zoning Commission recommended denial by a vote of 8-0)

*Ms. Ware presented items thirty-seven and thirty-eight together, noting the purpose of the request is to amend PD-217 to create a definition of a Private Card Room and amend the uses permitted within PD-217 to allow a Private Card Room. She reviewed a map of the property, discussed the proposed definition of a Private Card Room as a private place where members gather to play card games, including poker, billiards, chess, or other similar games. Ms. Ware noted P&Z recommended denial and staff takes no position on the zoning change, but notes the use is consistent with entertainment uses currently permitted in PD-217. Ms. Ware reviewed site plan, business plan, membership requirement. She reviewed the floor plan, hours of operation with plans to expand to 24 hours a day, food and beverage plans and security. Ms. Ware said staff takes no position on the Specific Use Permit, but recommends the following conditions as noted in the agenda packet if request is approved: Individuals under the age of 21 shall not be permitted inside the location; the private card room shall check identification at the entrance to ensure all individuals; entering the private card room are members and at least 21 years of age; the membership shall be a minimum of three months. Membership must be limited in number and may not be transferable; the private card room shall have security personnel, licensed in accordance with the Texas Occupations Code, on-site at all times the business is open, or any employee is present; the private card room shall have a silent panic or holdup alarm system for which a permit has been issued in accordance with chapter 17, article III of the Code of Ordinances. This system shall, at a minimum, include two panic buttons. One panic button must be located within reach of the cash cage and the other must be located at a place where the entrance is visible. The panic buttons shall be out of view of the customers. Such panic buttons shall generate an alarm signal indicating a holdup or other life-threatening emergency requiring a police department response; the private card room shall have posted at all public exits and entrances signs or decals indicating that a security alarm system is in use; the private card room shall have a drop safe on the premises to keep the amount of cash available to employees to a minimum. A drop safe must be bolted to the floor. A drop safe may have a time-delay mechanism to allow small amounts of change to be removed; the private card room shall have a cash accountability policy to limit the amounts of cash easily accessible to employees; the private card room shall have digital, high-resolution surveillance cameras which capture high-resolution digital recordings which display the correct date and time of recording and comply with the following: a. The cameras shall be located throughout the parking area and interior of the private card room. b. At least one camera must have an overall view of the cash cage area, one camera must have a view of the main entrance/exit area of the building, and one camera must have a view of the parking lot entrance/exit; c. The parking lot*



*entrance/exit area camera shall be placed to provide a clear and identifiable image of the license plate number of vehicles entering/exiting the parking lot; d. The building entrance/exit area camera shall be placed to provide a clear and identifiable full frame of the filmed individual's face; e. The cameras and recording system shall be operated at all times, including hours when the private card room is not open for business. f. The owner shall provide the police department with digital color images in connection with crime investigations upon request; g. The owner shall maintain a library of the recorded digital images for not less than thirty (30) days; A private card room shall have posted, at or near the cash cage signs or decals indicating that surveillance cameras are in use; Prior to beginning operations as a private card room and at least every year thereafter, the Grand Prairie Police Department shall be allowed to complete a Crime Prevention Through Environmental Design Survey; If a court whose jurisdiction is binding upon the location where the property is located issues a judgment or the Criminal District Attorney whose office is responsible for prosecuting; criminal offenses occurring at the location where the property is located issues a statement or other opinion and said judgment, statement, or opinion finds that any operations of the type included in the operational plan are a violation of the Texas Constitution, Texas Penal Code laws, or any other state law, this Specific Use Permit and all authority to operate as a Private Card Room shall be reviewed by the Grand Prairie City Council which may elect to amend or revoke this Specific Use Permit. If an amendment to state or federal law would make any operations of the type included in the operational plan a violation of law, this Specific Use Permit and all authority to operate as a Private Card Room shall be reviewed by the Grand Prairie City Council which may elect to amend or revoke this Specific Use Permit; The operation of the facility shall be in strict compliance with all applicable laws and the requirements of the Environmental Services Department, Building Inspections, Police Department and Fire Administration; Any unsafe or unauthorized operations or activities may be determined as grounds for revocation of the Specific use Permit by the City Council; The alcohol sales shall follow all TABC regulations and City ordinances as approved by the Public Health and Environmental Quality Department; No indoor smoking or smoking within 25 feet of the facility will be allowed unless the applicant obtains a TABC license as a private club. If the operation is classified as a private club, it will comply with all TABC and City ordinances.*

*Jonathan Tooley, Peck Commercial, 401 E. Palace Pkwy, congratulated council on their elections, discussed consultants and engineers on the project. He discussed Merriman Anderson Architects, MEP engineer, security, and card room operations. Mr. Tooley reviewed the aerial map, conceptual floorplans, first floor with administrative offices and second floor with the card room. He played a concept video, reviewed membership criteria, membership tiers, discussed food and beverage offerings, outdoor smoking, discussed giving back to the community and projected three-year tax revenue.*

*Hamilton Peck, 401 E Palace Pkwy, discussed his residency in Grand Prairie, his employment at Texas Instruments, and additional technology company successes. He discussed his expertise in technology but noted they hired security consultants and introduced Bill Zender and Charles Barry. Charles Barry, 239 N 340 E Ivins, Utah, said he has over thirty years in law enforcement and in senior corporate security positions. He discussed crime prevention through security design and reviewed high security standards and guidelines.*

*Harold Willis, 538 Lindly, spoke in support noting it would be beneficial and asked for a timeline. Barry Sanders, 2128 Westfield, said he has lived in District 1 for 8 years noting this is the one spot in Grand Prairie favorable to put this business. He discussed other entertainment in the area and said this is legal and popular in Texas. Mr. Sanders discussed betting being legal at the nearby racetrack, reviewed proposed legislation and encouraged council to vote for items thirty-seven and thirty-eight. Kate Deremo, 4365 Ashely Ln, spoke in opposition and asked what the goal is. Planning Director Rashad Jackson said there is no current classification allowing this use by right. Patsy Ray, 2217 El Paso, spoke in opposition noting she is not pleased with card gambling in District 1 and has concerns including membership requirements, discrimination, possible fights and Police needing to be present. Sammie Anderson, 3951 Dechman Dr, #3103, feels citizens should vote for this, has traffic concerns, and expressed opposition. Trina Hall, (no address), spoke in opposition, expressed the need for better community options; discussed mental health issues and helping the homeless in Grand Prairie. Nathan Kay, 300 N. Field St., recorded his support but did not wish to speak. John Stewart, 4315 Hampton Cir, discussed pros & cons to gambling, supports business and decisions made with a moral compass. Council Member Johnson said he reviewed P&Z's denial of this item but did not agree with it. He discussed Lone Star Park allowing gambling, property tax relief and noted this developer is bringing a tax revenue base. There was discussion on reviewing the SUP annually and whether a poker house is legal. Mayor Jensen discussed state legislature and how some across the state have been shut down and the issue being over the term "private." Mayor Jensen said he is not against gambling and reminded Council he is president of Sports Facilities Development Corporation but noted he will not be voting to support because he feels it does not fit the intent of the law. Mr. Tooley said it is based on interpretation and to them it is within the law. Mr. Peck said seventy-one card rooms are operating in Texas and some have been shut down. Council Member Adams asked if they are willing to take a chance to open the business when it may be shut down and asked for capacity. Mr. Peck and Mr. Tooley said yes, and noted they are aware. Mr. Tooley said capacity is three hundred fifty people. Mayor Jensen said he will lobby hard in Austin for legal card rooms, but his personal opinion is based on his own research. Council Member Shotwell said he cannot opine on the law and will not if they are willing to fund this. He discussed gambling in Texas, said he agrees with Mr. Sanders on location and feels waiting for perfection when there is opportunity for improvement is nonsense, so he supports this item. Council Member Ezeonu asked to review how someone becomes a member of this private club. Mr. Peck discussed application process, payment of a fee and a background check for violent crime which will exclude them from being let in. Council Member Ezeonu asked if fraud is part of the review. Mr. Peck confirmed.*

*Deputy Mayor Pro Tem Clemson said she thinks the project is nice and is not against gambling, but she knows District 1 citizens and how they feel about it in the district. She does not support the location and would prefer it was by Lone Star Park, noting it backs up to International Estates residential. Deputy Mayor Pro Tem Clemson said she has concerns when there must be background checks and hiring the best of the best security. She said she could not support it and takes pride that Grand Prairie is a family friendly place, and this does not fit in that category in that particular location. Deputy Mayor Pro Tem Clemson said the bar should be set high to get what you feel is best for the area, she expressed concerns with a 24-hour operation in the future with it being legally in a grey area.*

*Council Member Del Bosque is concerned the community is hurt because people are going to Irving or other areas to shop and to be entertained. He noted Grand Prairie needs opportunity and feels the north will be left behind again. Council Member Del Bosque said this can generate funds to give back to the community then asked for Chief Scesney for his opinion. Chief Scesney said he does not feel comfortable giving an opinion but is confident telling about crime and the law, then noted there are no crime issues in other areas. He discussed the law saying it is illegal, but it provides an affirmative defense for it. Council Member Del Bosque said there is a nicely attended card room in Las Colinas and supports bringing this to Grand Prairie. Council Member Headen spoke in support of constituents serving on Boards and Commissions. She discussed this same council recently holding off on a certain hotel for a better hotel and feels that strategy is not ridiculous and said taking time to make sure it suits everyone makes sense. Mayor Pro Tem Lopez said the confidence level for the other group was not there, but this one is a little more appealing and confirmed they are investing \$3M knowing a judge may come in and closed them down. He also expressed concern with staying open 24 hours, 7 days a week and selling alcohol. Mr. Tooley confirmed they can operate 10:00 a.m. to 2:00 a.m., and do not need to be open 24 hours. He also reminded council there is currently a city owned building with a restaurant which turns into a night club. Deputy Mayor Pro Tem Clemson said Epic Central is not a comparison to this as it has family friendly time and nighttime events. She noted this would have no family time.*

*Motion made by Deputy Mayor Pro Tem Clemson, Seconded by Council Member District 2 Headen to close the public hearing and deny item thirty-seven. Voting Yea: Mayor Jensen, Deputy Mayor Pro Tem Clemson, Council Member District 2 Headen*

*Voting Nay: Mayor Pro Tem Lopez, Council Member District 3 Del Bosque, Council Member District 6 Johnson, Council Member District 5 Shotwell, Council Member At Large Place 7 Adams, Council Member At Large Place 8 Ezeonu*

*Motion to deny failed, 3-6.*

*Motion made by Council Member District 3 Del Bosque, Seconded by Council Member District 5 Shotwell to close the public hearing and approve this item.*

*Voting Yea: Mayor Pro Tem Lopez, Council Member District 3 Del Bosque, Council Member District 6 Johnson, Council Member District 5 Shotwell, Council Member At Large Place 7 Adams, Council Member At Large Place 8 Ezeonu*

*Voting Nay: Mayor Jensen, Deputy Mayor Pro Tem Clemson, Council Member District 2 Headen*

*Motion carried, 6-3.*

## **ADOPTED**

### **ORD 11547-2024**

38. SUP-24-02-0008 - Specific Use Permit - Private Card Room for Palace Poker (City Council District 1). Specific Use Permit for a Private Card Room on 7.92 acres. Tract 31, Michael

Farrans Survey, Abstract, No. 469, City of Grand Prairie, Dallas County, Texas, zoned PD-217, within IH 30 Corridor Overlay District, and addressed as 401 Palace Pkwy (On April 8, 2024, the Planning and Zoning Commission recommended denial by a vote of 8-0)

*Council Member Shotwell asked if the applicant accepts everything staff recommends for SUP. Mr. Peck said yes. Mr. Jackson suggested a one-year review for renewal of the SUP per Council Member Ezeonu's request. Council Member Shotwell asked to confirm if there are problems the city can shut them down anytime. Mr. Jackson confirmed and restated agreed operation hours of 10:00 a.m. to 2:00 a.m. There was discussion on complying with the proposed floor plans and the SUP can being tied to the property and not to this operator. Mr. Jackson suggested the motion to approve with staff conditions with addition of revised hours and one year renewal and sixty days for keeping videos.*

*Motion made by Council Member District 5 Shotwell, Seconded by Council Member District 6 Johnson, to close the public hearing and approve with staff conditions, operating hours of 10:00 a.m. to 2:00 a.m., sixty days on keeping videos and a one-year review of the SUP for renewal.*

*Voting Yea: Mayor Jensen, Mayor Pro Tem Lopez, Deputy Mayor Pro Tem Clemson, Council Member District 3 Del Bosque, Council Member District 6 Johnson, Council Member District 5 Shotwell, Council Member At Large Place 7 Adams, Council Member At Large Place 8 Ezeonu*

*Voting Nay: Council Member District 2 Headen*

*The motion carried 8-1.*

## **ADOPTED**

### **ORD 11548-2024**

## **CITIZEN COMMENTS**

*Rabbi De Lesli, 3217 Tribble Dr., submitted a speaker card but was not present when called to speak.*

*Jasper Walker, 1622 Ernie Lane, asked council to do what is right for the city and not for themselves individually, not to cater to certain groups and encouraged council to give responsibility to City Manager William A. Hills to handle city operations.*

*Kate Deremo, 4365 Ashley Ln, congratulated officials who were elected/reelected then asked Council to pass a cease fire resolution and discussed the war and humanitarian issues in Gaza.*

*Trina Hall, 2225 Ave B, said council is here to help the community and should not be there for personal gain then she discussed issues with Cottonwood park bridge.*

*Harold Willis, 538 Lindly, congratulated council on elections and discussed Fort Worth City Council's recent decision putting EMS in hands of the city instead of a third-party provider and discussed serving on Grand Prairie's EMS committee in years past.*

*Patsy Ray, 2217 El Paso, discussed her involvement with Community Step In, noting she is a certified mental health responder and would like her group recognized then discussed Dr. Oz and Jerry Jones' connection to the group.*

*Carol Harrison Lafayette, 2012 Spike St, discussed her oldest son living in Puerto Rico, being raised in Grand Prairie, childhood trauma, her first job working for the city manager and said she wants to be recognized noting she has (through her organization) certified several people in Grand Prairie and discussed her partnership with the Super Bowl.*

*John Stewart, 4315 Hampton Circle, said he is the president of a homeowners association, discussed complaints he has received noting having a moral compass helps him, his past service as a hospice chaplain where he saw abuse of the disadvantaged, complimented Code Compliance and Police for their assistance and urged property owners to be responsible and take care of their properties.*

*Kenneth Bobbtemple, 3946 Chesapeake Ln, Forney, said he is a mental health attendee and was invited to attend.*

*Robert Johnson, 1645 Sotogrande Blvd, Hurst, spoke on behalf of mental health and how Community Step In has certified many people in Grand Prairie, and expressed disappointment that Carol Harrison's name was not mentioned.*

*Sammie Anderson, 3951 Dechman Dr., #3103, said she moved here in October of 2023 and started a petition of citizens currently with over 250 people who feel the city needs an oversight committee because they feel they are not being treated fairly by the Police Department and discussed her son's arrest in December.*

## **ADJOURNMENT**

*Mayor Jensen adjourned meeting at 9:44 p.m.*

*The foregoing minutes were approved at the June 4, 2024, City Council meeting.*

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*Mona Lisa Galicia, City Secretary*



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

**MEETING DATE:** 06/04/2024

**PRESENTER:** Cheryl DeLeon, Deputy City Manager

**TITLE:** Ratification of AEG Presents Productions, LLC Booking Agreement for \$135,000.00 for Main Street Fest Talent Booking Services

**REVIEWING COMMITTEE:** (Reviewed by the City Council Development Committee on 05/21/2024)

**SUMMARY:**

AEG Presents Productions, LLC provided services in connection with sourcing talent for the Main Street Festival in Grand Prairie, Texas on April 26 -28, 2024.

**PROCUREMENT DETAILS:**

Procurement Method:  Professional Services

DESCRIPTION	RATE	TOTAL
Mark Chesnutt Artist Guarantee Main Street Fest (Apr 2024)	\$45,000.00	
Kyle Park Artist Guarantee Main Street Fest (Apr 2024)	\$10,000.00	
Parliament Funkadelic feat. George Clinton Artist Guarantee Main Street Fest (Apr 2024)	\$75,000.00	
AEG FEE	\$5,000.00	
<b>TOTAL</b>		<b>\$135,000.00</b>



## **BOOKING SERVICES AGREEMENT**

This booking services agreement (the “**Agreement**”) is made and entered into as of January 26, 2024, by and between The City of Grand Prairie, Texas, a home rule city organized under the Constitution of the State of Texas (“**CITY**”) and AEG Presents Productions, LLC, a Delaware limited liability company (“**AEG**”). In consideration of the mutual promises contained herein, the receipt and sufficiency of which is acknowledged, the parties hereby agree as follows:

### **1. PURPOSE**

The purpose of this Agreement is to reflect the terms upon which AEG agrees to provide, and CITY agrees to accept and pay for, the Services (as defined below) of AEG in connection with CITY’s main street festival in Grand Prairie, Texas on April 26 – 28, 2024 (the “**Event**”).

### **2. TERM**

The Term of this Agreement shall begin on the date hereof and, unless sooner terminated in accordance with the provisions hereof, shall end on the date upon which each element of the Services has been fully rendered; subject however, to the survival of any term or provision of this Agreement contemplating performance after the expiration or earlier termination of this Agreement.

### **3. SERVICES**

a. The services (“**Services**”) to be provided by AEG shall consist of (a) all services provided by talent buyers (as that term is generally used in the music concert industry in the United States, i.e. to identify potential performing artists for the Event, negotiate and confirm with such performing artists (or their agents) the date on which they will perform at the Event, and the terms governing such performance), (b) paying and executing the applicable performing artists’ contracts on behalf of CITY, and (c) ordering the necessary production elements that are required of CITY in connection with each such artists’ rider (CITY will directly provide backline, sound and lights, staging, and transportation at its own cost). As detailed further below, AEG shall negotiate, on behalf of CITY, with artists and their agents in order for CITY to obtain contracts with the artists’ furnishing entities. CITY acknowledges and agrees that AEG itself shall not be a party to or signatory of any such contracts and shall merely be acting as an agent for CITY in the sense that, subject to the provisions of this Agreement, AEG shall have the authority to confirm terms with artists and/or their agents, and sign on behalf of CITY, without AEG having any liability in connection therewith. In fact, once an artist and/or Event is booked, CITY shall be solely liable for the production, promotion and presentation of the performance(s) contemplated thereby, notwithstanding AEG’s providing of the Services.

b. AEG and CITY shall mutually develop a list of proposed artists for the Event.

c. Using the agreed upon list, AEG shall approach artists’ agents for the purpose of determining artists’ availabilities to perform at the Event.

d. Upon written authorization by CITY, AEG shall make offers to an artist’s agent or representative and negotiate terms and conditions of the artist’s appearance, while continuously consulting with CITY in connection therewith. Such negotiations shall deal with Cost of Talent (as defined below), basic and material terms of the artist’s contract and rider (copies of which will be delivered to CITY), travel expenses, if any, and any other costs or conditions associated with the artist’s appearance at the Event.



e. After AEG provides the negotiated terms to CITY and receives written authorization from CITY to move forward with such artist, CITY shall immediately remit one hundred percent (100%) of the proposed artist's Talent Cost (defined below) to AEG, and subsequently, AEG will book and confirm (which may be oral) the dates on the terms agreed upon by CITY in its authorization. After each booking is made, AEG shall provide CITY with the applicable artist's contract all riders it receives.

#### 4. PROPRIETARY INFORMATION

Information concerning both AEG and CITY obtained by the other throughout the performance of this Agreement including, without limitation, operations, products, services, policies, business methods, sales information and other such information deemed privileged in the judgment of the respective party, shall remain confidential and proprietary to the party which it concerns, except to the extent it is necessary for AEG to disclose such information in order to book performances pursuant to this Agreement.

#### 5. PAYMENT FOR SERVICES

a. In consideration for AEG providing the Services, CITY shall pay AEG a flat fee of Five Thousand Dollars (\$5,000) (the "Booking Fee"). The Booking Fee for shall be payable to AEG within ten (10) calendar days following execution of this Agreement.

b. In the event CITY incurs, in any manner, a loss in connection with the presentation and/or promotion of a performance which AEG books, CITY shall bear all of the loss and none shall be borne by AEG.

c. The "Talent Cost" for each performing artist shall consist of the total fees paid to the artist for said performance(s), inclusive of guarantees, percentage income, reimbursement or payment in lieu of expenses for transportation and travel including accommodations and any expenses resulting from conditions imposed by an artist's rider or contract including, without limitation, production requirements (e.g. sound and lights).

d. AEG shall advise CITY as to the Talent Cost and the Booking Fee for each performing artist in a timely manner.

e. In the event an artist cancels its performance thirty (30) or more days prior to the scheduled performance date and such cancellation is not due to CITY's default or some other permissible reason under such artist's contract ("Artist Default"), then AEG shall use commercially reasonable efforts to find a replacement artist for the performance on terms and conditions approved by CITY in writing. In the event that CITY cancels the Event and/or any individual performance(s) subsequent to AEG's submission of offers to one or more artist representatives, CITY shall still be responsible for the full amount of the Booking Fee hereunder and shall pay all such amounts owed to AEG within five (5) days after cancellation of such performance. In addition, CITY shall defend, indemnify and hold harmless AEG from any claims resulting from CITY's cancellation of any performance.

#### 6. OBLIGATIONS OF CITY

a. CITY shall inform AEG of all special conditions attendant to the presentation of performances at the Event (legal, operational, etc.) which AEG needs to know in order to book artists and all other pertinent information helpful in developing a list of proposed artists.

b. As noted in Section 3(e), after AEG provides the negotiated terms to CITY and receives written authorization from CITY to move forward with such artist, CITY shall immediately remit one hundred percent (100%) of the proposed artist's fee to AEG

c. CITY, by itself, shall finance the entire production, promotion and presentation of the performances booked by AEG. CITY will be solely responsible and liable for the use of the Venue, and will be solely responsible for all Venue and performance related costs and staffing, including, without limitation, production, operations, security, rent and charges due to the Venue, Talent Cost, marketing, publicity, advertising, promotion, signage, and all other labor, stage equipment, attorneys' fees, insurance and licenses, visas and permits. This paragraph is not intended to obligate CITY to pay for any one specific item, but rather intended to express that AEG is not, in any way, responsible for the payment of the foregoing costs.

## 7. RELATIONSHIP OF PARTIES

This Agreement is made by and between CITY and AEG for the sole purpose of obtaining talent for the Event, and assisting CITY with the ordering of production elements needed to fulfill each artist's rider. AEG shall not be deemed a promoter or co-promoter with respect to the Event, nor shall its role be presented or described as such.

AEG and CITY are independent contracting parties and nothing contained in this Agreement shall be deemed to create a partnership, joint venture, agency or employment relationship between them, nor does it grant either party any authority to assume or create any obligation on behalf of or in the name of the other, except as expressly provided herein. All persons employed by CITY shall remain employees or contractors of CITY. AEG shall not be responsible for the payment of any withholding and other taxes required by any applicable laws with respect to CITY, artists, CITY's employees or contractors.

## 8. INDEMNIFICATION *[Note: If CITY has sovereign immunity, we need a proposal for what happens if we are sued or receive a claim that is attributable to their actions]*

a. CITY and its affiliates and their respective officers, directors, employees and agents hereby agree to hold harmless, indemnify and defend AEG and its parent, subsidiary and affiliated companies, their respective principals, shareholders, members, partners, officers, directors, employees, representatives, tenants, agents, contractors, licensees and volunteers (sometimes collectively referred to herein as "**AEG Indemnitees**") and individually as an "**AEG Indemnitee**") from and against any and all claims, damages, liabilities, losses, costs and expenses alleged or actual, which it or they may incur, including reasonable attorneys' fees and costs, obligations, liens, liabilities, actions and causes of action, (collectively, the "**Claims**") which any one of the AEG Indemnitees may suffer or incur arising in connection with the promoting, producing, and/or presenting of any and all of the performances promoted, produced and/or presented by CITY or its affiliates including, without limitation, those arising from the unauthorized use of AEG's name or logo, any breach of any provision of this Agreement by CITY, and/or the inaccuracy of any representation or warranty made by CITY herein. The foregoing shall not apply to the extent such Claims arise from the negligence or willful misconduct of the AEG Indemnitees. The foregoing indemnification shall survive any termination or the expiration of the Term of this Agreement.

b. AEG hereby agrees to hold harmless, indemnify and defend CITY and its parent, subsidiary and affiliated companies, their respective principals, shareholders, members, partners, officers, directors, employees, representatives, tenants, agents, contractors, licensees and volunteers (sometimes collectively referred to herein as "**CITY Indemnitees**") and individually as a "**CITY Indemnitee**") from and against any and all claims, damages, liabilities, losses, costs and expenses alleged or actual, which it or they may incur, including reasonable attorneys' fees and costs, obligations, liens, liabilities, actions and causes of

action, which any one of the CITY Indemnitees may suffer or incur in connection with the performance of the Services or the failure of AEG to perform the Services in accordance with the terms of this Agreement. The foregoing shall not apply to the extent such Claims arise from the negligence or willful misconduct of the CITY Indemnitees. The foregoing indemnification shall survive any termination or the expiration of the Term of this Agreement.

c. Each party shall give the other party prompt notice of any Claim brought against it coming within the purview of these indemnities. Within fifteen (15) business days after receipt of such notice, the indemnitor shall undertake the defense of each such Claim with counsel satisfactory to and approved by the indemnitee. If the indemnitor fails to undertake and sustain the defense of any Claim in the manner required by this Section 8(c), the indemnitee may engage separate counsel, pay, settle or otherwise finally resolve such Claim for the account and at the risk and expense of the indemnitor. Any payment, settlement or final resolution otherwise by the indemnitee shall release the indemnitor from liability for such Claim. If the indemnitor undertakes the defense of a Claim in the manner required by this Section 8(c), the indemnitee may, at its own expense, engage separate counsel and participate in the defense of any Claim brought against it.

**9. INSURANCE** *[Note: If CITY is prevented from providing the insurance below, we need a proposal for what happens if a claim is attributable to CITY's actions]*

CITY shall, at its sole cost and expense, procure and maintain in force with duly licensed insurance carriers the following occurrence-based insurance for the duration of this Agreement: (i) worker's compensation insurance coverage adequate to comply with all statutory requirements covering all persons employed by CITY hereunder and employer's liability with minimum limits of at least One Million Dollars (US\$1,000,000.00), including a waiver of subrogation; (ii) a commercial general liability insurance policy covering bodily injury and property damage liability, personal and advertising injury liability, and errors and omissions liability coverage with limits of not less than Two Million Dollars (US\$2,000,000.00) per occurrence and Five Million Dollars (US\$5,000,000) in the aggregate, including a waiver of subrogation; and (iii) to the extent applicable as it would pertain to the obligations hereunder, business auto liability insurance with a limit of not less than One Million Dollars (US\$1,000,000) combined single limit providing coverage for all owned, hired, and borrowed automobiles. Any combination of primary and umbrella liability insurance shall satisfy the requirements herein. The insurance required in sub-paragraphs (ii) and (iii) hereunder shall be primary and non-contributory insurance and all insurance carried by CITY, its agents, employees, and the parties for which it is operating shall be considered secondary in relation thereto. Within seven (7) days of the execution of this Agreement, CITY will deliver to AEG certificates of insurance evidencing the existence of the insurance required by this Agreement and with an endorsement which shall endorse AEG, AEG Presents LLC, Anschutz Entertainment Group, Inc., and each of their respective parents, affiliates, subsidiaries, officers, directors, representatives, shareholders, members, agents, employees, subcontractors, and any other party reasonably designated by AEG as additional insureds under the policies in sub-paragraphs (ii) and (iii) above. A blanket additional insured endorsement shall satisfy this requirement. Such certificates shall also provide that such coverage will not be canceled or the subject of a material adverse amendment without at least ten (10) days prior written notice to AEG. Upon any cancellation and/or material adverse amendment of any such insurance coverage, and prior to the effective date thereof, CITY will deliver evidence of replacement insurance to AEG.

**10. NOTICE**

All notices and communications regarding the performance and responsibilities of the respective parties and otherwise given by either party to the other party to this Agreement shall be in writing and shall be delivered in person (by hand or by messenger), or shall be sent by regular or certified mail, return receipt requested or U.S. Postal Service Express Mail or FedEx, UPS or other similar recognized private overnight

delivery service, prepaid. Notice given as provided herein shall be deemed to have been given on the date it was received as evidenced by signature, or date of first refusal, if that be the case. Notice hereunder shall be addressed to the parties at:

If to CITY:

City of Grand Prairie  
Attn: City Manager  
300 W. Main Street  
Grand Prairie, TX 75050

If to AEG:

AEG Presents LLC  
425 W. 11th Street, Suite 400  
Los Angeles, CA 90015  
Attn: Legal Counsel

Either party may change the address at which it receives notices by notifying the other party of such change in the manner provided herein.

#### **11. TERMINATION**

This Agreement may be terminated for cause by either party on written notice to the other party upon the happening of any one of the following: (i) the filing by or against either party of a petition for bankruptcy or for relief from creditors under any equivalent state law or regulation, or (ii) by either party if there is a material breach, failure to perform or default by the other party in the performance of any of its material obligations, representations or warranties provided for in this Agreement, and such breach, failure to perform or default, if curable, is not cured within three (3) days of one party's receipt of written notice from the other.

#### **12. RESTRICTION OF ASSIGNMENT**

Neither party shall have the right or power to assign its rights or obligations under this Agreement without the written consent of the other party; except that AEG shall be entitled to assign its rights and obligations hereunder to its parent company, or a wholly owned subsidiary or affiliate thereof, without the prior written consent of CITY.

#### **13. WAIVER**

The failure of either party to enforce any provision or condition contained in this Agreement at any time will not be construed as a waiver of that condition or provision nor will it operate as a forfeiture of any right of future enforcement of the condition or provision.

#### **14. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties and merges any prior representations, warranties, or understandings they may have had regarding the subject matter of this Agreement. This Agreement may not be amended or modified except by a writing executed by both parties.

#### **15. COUNTERPARTS; FACSIMILE SIGNATURES**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Electronic copies, PDF's, facsimile, or photocopies of signatures shall be as valid as originals.

**16. GOVERNING LAW; FORUM SELECTION CLAUSE**

This Agreement and the parties' conduct arising out of or related to it shall be governed by California law, without regard to its choice of law rules. Any dispute arising out of or related to this Agreement must be brought in federal or state court in Los Angeles County, and the parties hereby consent to the exclusive jurisdiction and venue of such forum.

**17. SEVERABILITY**

If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect the other provisions of this Agreement provided that the material terms of this Agreement can be given their intended effect without the invalid provisions, and to this extent the provisions of this Agreement are declared to be severable.

**18. NO RESTRICTIONS**

Nothing contained in this Agreement shall be deemed in any way to prohibit or restrict the right or freedom of either party to conduct any business activity unrelated to the Event without any obligation or accountability to the other even if such business or activity directly competes with the business of the other.

**19. FORCE MAJEURE**

In the event either party is unable to carry out its material obligations under this Agreement by reason of a Force Majeure Event (as defined below), the same shall not constitute a breach of this Agreement by such party. As used herein, the term "Force Majeure Event" shall mean the occurrence of an event outside the reasonable control of either party such as artist illness; accident; an act or regulation of public authority; fire; riot or civil commotion; labor dispute; terrorist acts or threats; acts or declarations of war; disease; epidemic; substantial interruption in, or substantial delay or failure of, technical facilities; failure or substantial and extraordinary delay of necessary transportation services; war conditions; emergencies; inclement weather or acts of God.

**20. RESPRESENTATIONS AND WARRANTIES; COVENANTS**

Each party hereby represents, warrants and agrees that (a) it has the full right and authority to enter into and fully perform this Agreement in accordance with its terms and that this Agreement constitutes a valid, binding and enforceable agreement of such party, (b) it shall perform its activities under this Agreement in accordance with all applicable Federal, state and local laws and regulations, (c) the execution, delivery and performance of this Agreement will not violate the provisions of any agreement to which it is a party or by which it is bound and (d) it shall, at its own cost, apply for and secure any and all permits, licenses or other consents which may be required for the performance of its obligations under this Agreement.

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



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

**MEETING DATE:** 06/04/2024

**PRESENTER:** Noreen Housewright, Director of Engineering/Utility Services

**TITLE:** 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

**REVIEWING COMMITTEE:** (Reviewed by the City Council Development Committee on 05/21/2024)

**SUMMARY:**

<u>Vendor Name</u>	<u>Annual Cost</u>	<u>Total Cost</u>
Wal-Mart Real Estate Business Trust	N/A	\$600.00

**PURPOSE OF REQUEST:**

The applicant and property owner, Wal-Mart Real Estate Business Trust, has requested a license agreement for approximately 1,957 square feet (approximately 10.0 foot wide by 188.4 foot long) over an existing water line easement located at 2650 S. State Highway 161 along Southgate Drive (see metes and bounds description and survey plat as **Exhibit “A”**). The store at this address is planning to remove a section of a median located within the easement and replace with paved parking to better facilitate customer pickup.

The Water Main Easement, Instrument No. 201100217139 of the Real Property Records of Dallas County, Texas (City Deed No. 4618), is located on a portion of 19.619 acre tract of land in the Allen Jenkins Survey, Abstract No. 713, and also being a part of Lot 1, Block A of Bush & Pioneer Centre Addition, a subdivision recorded in Instrument No. 201600194923 of the Real Property Records of Dallas County, Texas (see aerial **Exhibit “B”** for location). This license agreement over a portion of the water line easement will allow the applicant to move forward with the redevelopment plans for this site.

Staff has reviewed the requested license agreement and finds that the license will not hinder water or utility services in the area. Therefore, staff is recommending approval of the license agreement, with the conditions set forth in the agreement, authorizing the license and use of a portion of the water line easement containing 1,975 square feet. Staff is requesting authorization for the City Manager or his designated representative to sign all related documents for the easement license. The license will have a 25-year term with either party having the right to terminate upon written notice. The total revenue for this license will be the \$100 application fee in addition to the \$500 one-time charge for a total of \$600.

**ATTACHMENTS / SUPPORTING DOCUMENTS:**

- 1- Exhibit A - Legal Description & Survey Plat
- 2- Exhibit B - Aerial Location Map & #4618 Excerpt

**BEING** a tract of land situated in the Allen Jenkins Survey, Abstract No. 713, Dallas County, Texas and being a portion of Lot 1, Block A of Bush & Pioneer Centre, a subdivision recorded in Instrument No. 201600194923 of the Official Public Records of Dallas County Texas, (O.P.R.D.C.T.), being located within a Water Main Easement granted to the City of Grand Prairie recorded in Instrument No. 201100217139, O.P.R.D.C.T., and being more particularly described as follows:

**COMMENCING** at a point for the northeast corner of said Lot 1, being the northwest corner of a cutback corner, and being in the south right-of-way of line of Southgate Drive;

**THENCE** South 87°54'38" West, over and across said Lot 1 and said Water Main Easement, 193.00 feet to a point for the **BEGINNING** of the herein described tract;

**THENCE** South 00°04'42" East, continuing over and across said Lot 1 and said Water Main Easement, 10.13 feet to a point in the south line of said Water Main Easement, from which a 5/8-inch iron rod found capped (stamped "KHA") for the southeast corner of said Lot 1 bears, South 14°37'46" East, 788.98 feet;

**THENCE** South 89°43'12" West, continuing over and across said Lot 1, and along the south line of said Water Main Easement, 188.34 feet to a point;

**THENCE** North 00°04'42" West, continuing over and across said Lot 1 and said Water Main Easement, 9.18 feet to a point, from which a northeast corner of said Lot 1 bears, North 74°55'07" West, 26.41 feet;

**THENCE** continuing over and across said Lot 1 and said Water Main Easement the following courses:

North 89°42'48" East, 8.16 feet to a point;

North 00°17'12" West, 1.58 feet to a point;

North 89°55'18" East, 180.18 feet to the **POINT OF BEGINNING** and containing 1,957 square feet or 0.045 acres of land.

WATER MAIN EASEMENT  
ENCROACHMENT EXHIBIT  
ALLEN JENKINS SURVEY  
ABSTRACT NO. 713  
CITY OF GRAND PRAIRE  
DALLAS COUNTY, TEXAS

DANIEL R. ARTHUR  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 5933  
400 N. OKLAHOMA DR, SUITE 105  
CELINA, TEXAS 75009  
PH. 469-501-2200  
daniel.arthur@kimley-horn.com

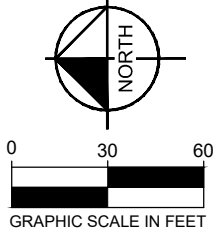


**Kimley»Horn**

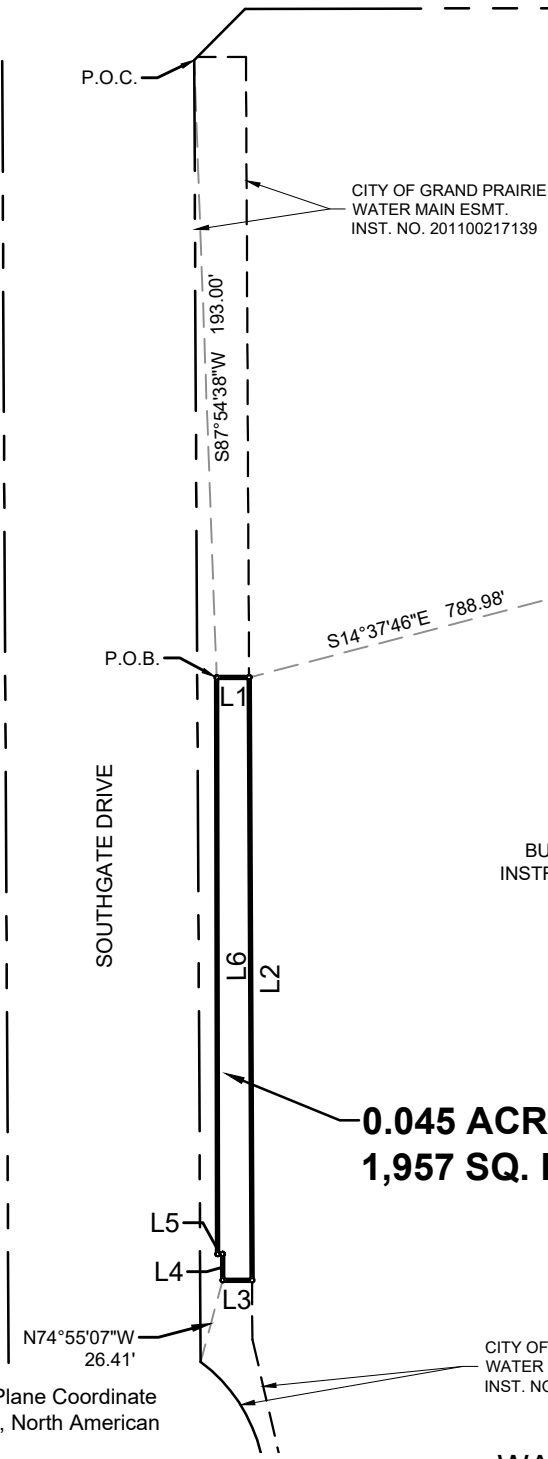
400 North Oklahoma Dr., Suite 105, Celina, Texas 75009 | FIRMS # 10194503 | Tel. No. (469) 501-2200 | www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MJS	KHA	Mar. 2024	064125093	1 OF 1





LINE TABLE		
NO.	BEARING	LENGTH
L1	S00°04'42"E	10.13'
L2	S89°43'12"W	188.34'
L3	N00°04'42"W	9.18'
L4	N89°42'48"E	8.16'
L5	N00°17'12"W	1.58'
L6	N89°55'18"E	180.18'



LOT 1, BLOCK A  
BUSH & PIONEER CENTRE  
INSTRUMENT NO. 201500252467  
O.P.R.D.C.T.

**0.045 ACRES**  
**1,957 SQ. FT.**

NOTE:  
Bearing system based on the Texas State Plane Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

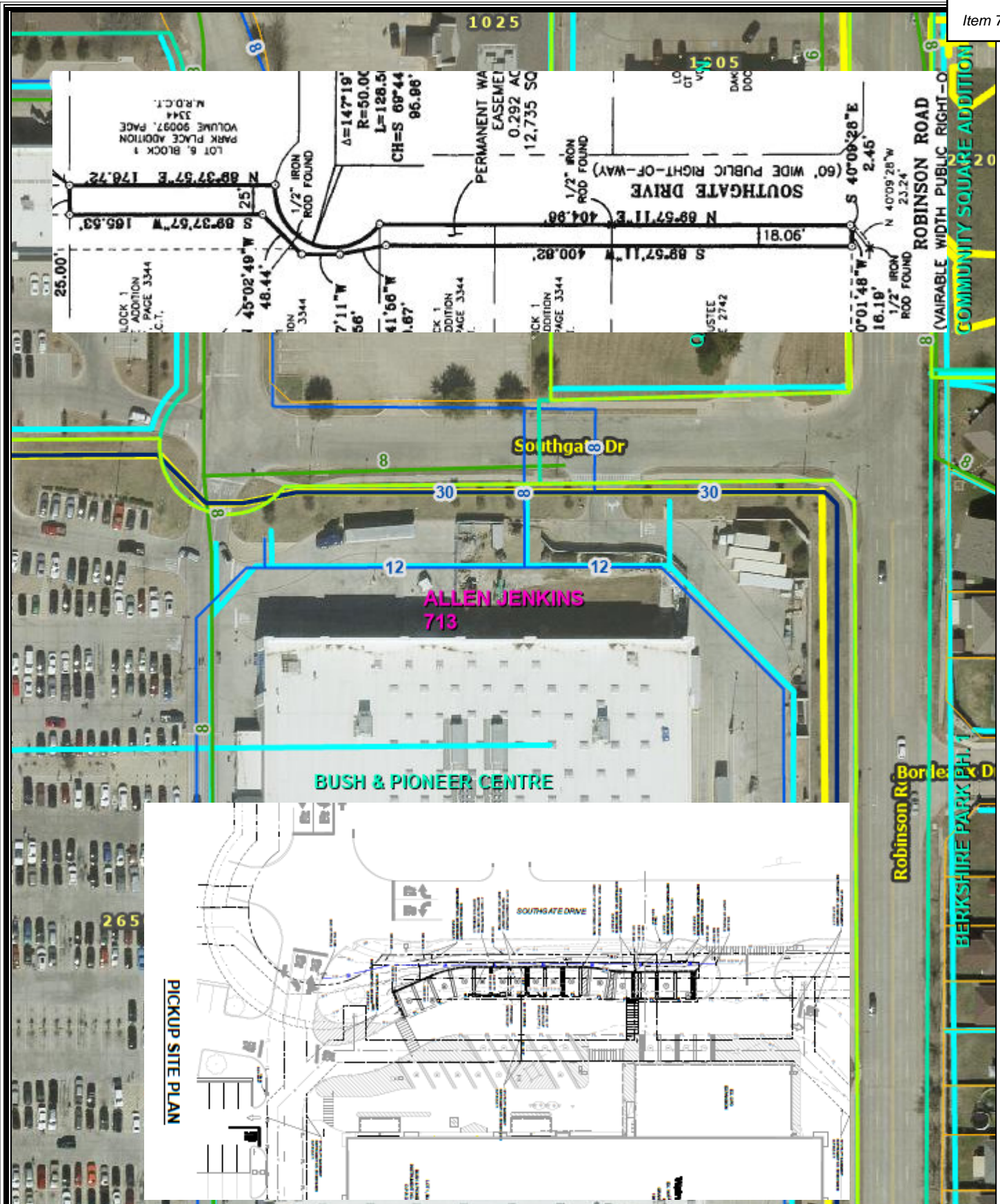
**WATER MAIN EASEMENT ENCROACHMENT EXHIBIT**  
ALLEN JENKINS SURVEY  
ABSTRACT NO. 713  
CITY OF GRAND PRAIRE  
DALLAS COUNTY, TEXAS

*[Signature]*  
**DANIEL R. ARTHUR**  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 5933  
400 N. OKLAHOMA DR, SUITE 105  
CELINA, TEXAS 75009  
PH. 469-501-2200  
daniel.arthur@kimley-horn.com

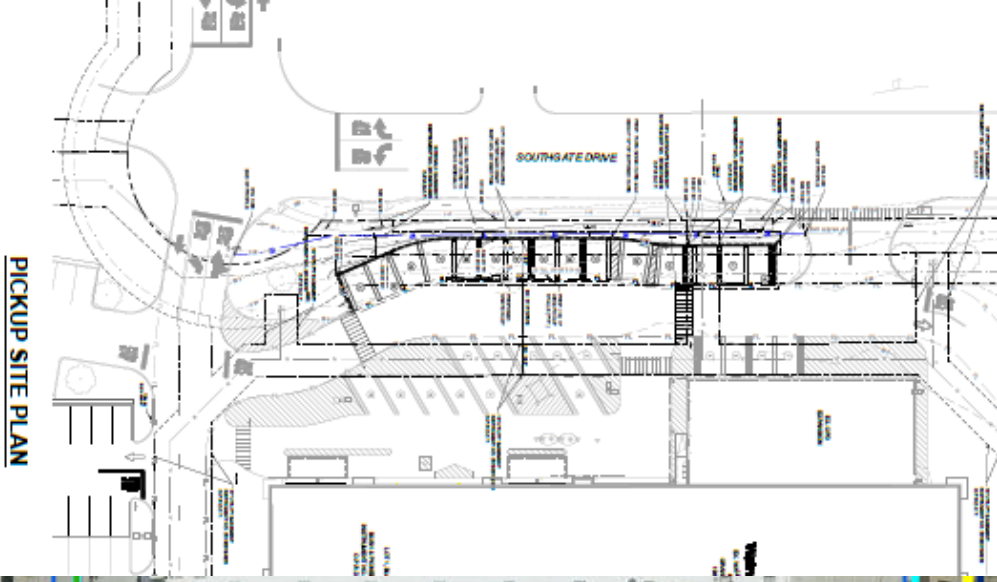


**Kimley»Horn**  
400 North Oklahoma Dr., Suite 105, Celina, Texas 75009 | FIRMS # 10194503 | Tel. No. (469) 501-2200 | www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	MJS	KHA	Mar. 2024	064125093	2 OF 2



COMMUNITY SQUARE ADDITION  
(VAIRABLE WIDTH PUBLIC RIGHT-OF-WAY)



Grand Prairie Maps

Date: 4/10/2024 Time: 7:20:02 AM

This data has been compiled by the City of Grand Prairie IT/GIS department. Various official and unofficial sources were used to gather this information. Every effort was made to ensure the accuracy of this data, however, no guarantee is given or implied as to the accuracy of said data.



- City Limits
- Abstracts
- Site Plans
- Subdivisions
- Parcels
- Survey Monuments



CITY OF GRAND PRAIRIE  
COMMUNICATION

**MEETING DATE:** 06/04/2024

**PRESENTER:** Noreen Housewright, Director of Engineering/Utility Services

**TITLE:** 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

**REVIEWING COMMITTEE:** (Reviewed by the City Council Development Committee on 05/21/2024)

**SUMMARY:**

<i>Vendor Name</i>	<i>Total Cost</i>
Halff Associates, Inc.	\$100,000.00

**PURPOSE OF REQUEST:**

The FY2024 Flood Study & Detention Review Assistance project was approved as part of the FY23-24 Capital Improvement Project budget.

On September 14, 2023, a professional services contract was executed between the City and Halff Associates, Inc. for \$48,000. The purpose of the original contract was to provide support to the City’s Engineering department with flood study and detention reviews for private development projects.

The proposed contract amendment #01 in the amount of \$100,000.00 would expand upon the original scope of support services for civil engineering review assistance for private development based on staff capacity and anticipated development. This amendment is intended to support Engineering temporarily until a RFQ for an annual development review service contract can be executed. These expanded services will include reviewing grading plans, paving plans and profiles, drainage plans, water/wastewater plans and profiles, and review of City standard details.

**FUNDING HISTORY (2 to 3 yrs info):**

	<u>Amount</u>	<u>Approval Date</u>	<u>Reason</u>
<i>Original Contract:</i>	\$48,000.00	09/14/2023	Initial contract
<i>Change Order #01</i>	\$100,000.00	06/04/2024	Expanded scope for assistance on private development reviews
<b><u>TOTAL:</u></b>	\$148,000.00	06/04/2024	

**FINANCIAL CONSIDERATION:**

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	Stormwater Drainage CIP Fund
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If Capital Improvement:					
Total Project Budget	\$234,983.00	Proposed New Funding:	\$0	Remaining Funding:	\$134,983.00

**ATTACHMENTS / SUPPORTING DOCUMENTS:**

- 1- Amendment Proposal

**EXHIBIT A**  
**CITY OF GRAND PRAIRIE**  
**FLOOD STUDY & DETENTION REVIEW ASSISTANCE - FY 2024**  
**AMENDMENT**  
**ATTACHMENT “A”**

**Introduction**

This scope is an amendment to the existing contract (contract number 22630). The scope of this amendment includes assisting the City of Grand Prairie Engineering Department with engineering reviews for private development projects in addition to the current contract scope which includes flood study and detention reviews. Reviews will be based on the latest design standards, drainage design manual, and other applicable ordinances.

**SCOPE OF WORK**

**A. Engineering Plan Review Assistance**

1. Halff's engineers will assist Engineering Department staff with plan reviews including:
  - a. City checklists confirmation
  - b. General Notes review
  - c. Accuracy of general notes and other notes on plans
  - d. Plat & easement review - confirmation of easements with underground utility features, detention ponds, etc. Review of plats and easements will be at the time of engineering plan review and not at time of preliminary or final plat reviews by City staff, if in advance of engineering plan submittal.
  - e. Grading plans
  - f. Paving plans & profiles
  - g. Drainage plans, including drainage area maps, hydraulic calculations, storm drainage plan and profiles, and all other drainage features that the project may include:
    - i. Detention pond plans and calculations
    - ii. Erosion Control Plans
  - h. Water & Sanitary Sewer plans & profiles
  - i. City Standard Details and other details provided
2. Halff's engineer will meet with or have conference calls with applicants/engineers, as needed, to answer questions or address comments about plan or design comments.
3. Halff will assist the City with the facilitation of the plan review process to ensure reviews are completed in a timely manner and will assist with any recommendations for the overall plan review process
4. Halff will provide feedback to the City if any updated checklist items are recommended
5. Halff will utilize OneDrive (or City's current digital file storage/transfer system) to facilitate reviews.
6. Halff will provide a monthly update of reviews and progress on reviews in Excel format.

**EXHIBIT A**  
**CITY OF GRAND PRAIRIE**  
**FLOOD STUDY & DETENTION REVIEW ASSISTANCE - FY 2024**  
**AMENDMENT**  
**ATTACHMENT “B”**

**Compensation**

The total maximum fee for this scope of work shall be based on an hourly, not-to-exceed fee of \$100,000. Direct charges and travel expenses will be billed within the limits of this budget.

The project will be billed monthly based on the actual fees charged. A progress report will be provided listing the plan reviews that have been performed and total hourly cost for each review. Halff will bill per our current rates. A list of staff that will be associated with engineering plan reviews are included in Attachment C.

Total fees will not be exceeded without prior approval.

A cost breakdown of the total fees is shown below:

Cost Breakdown	
A. Engineering Plan Review Assistance – FY 24-25	\$100,000
B. Initial Contract Award	\$48,000
Total	\$148,000



**EXHIBIT A**  
**CITY OF GRAND PRAIRIE**  
**FLOOD STUDY & DETENTION REVIEW ASSISTANCE - FY 2024**  
**AMENDMENT**  
**ATTACHMENT “C”**

**Project Team and Organization Chart**

Following is a list of Halff personnel and roles.

Michael O’Connell, PE, CFM - Project Manager

Jacob Hays, PE – Additional Review Manager

Stephen Crawford, PE, CFM - Overall Project Manager/Engineering Plan Technical Advisor

Scott Rushing, PE, CFM - H&H Technical Advisor

\*Note: The Project Team may change over the duration of the contract. Halff will notify the City of Grand Prairie in advance of any changes to the Project Team



**EXHIBIT A**  
**CITY OF GRAND PRAIRIE**  
**FLOOD STUDY & DETENTION REVIEW ASSISTANCE - FY 2024**  
**AMENDMENT**  
**ATTACHMENT “D”**

**Project Schedule**

- NOTICE TO PROCEED
- ENGINEERING PLAN REVIEW ASSISTANCE
  - OVERALL SCHEDULE
    - From Notice to Proceed through the end of FY 2024
    - If budget is available, Halff can continue services beyond FY 2024, as needed
  - INDIVIDUAL PLAN REVIEW SCHEDULE
    - Two weeks (14 calendar days) for initial plan review
    - One week (7 calendar days) for second plan review and each subsequent submittal
  - Notes:
    - Submittal completeness to be determined by the City prior to initial review by Halff
    - Halff will confirm the schedule to complete the review when the plans are received
    - Review times may take longer if the project design is non-standard or high complexity
    - Review times may take longer if initial submittal is not complete and if subsequent reviews do not address comments appropriately
    - If significant changes are made to the design after the first review, then the subsequent review may take longer than the stated 7 calendar days



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

**MEETING DATE:** 06/04/2024

**PRESENTER:** Noreen Housewright, Director of Engineering/Utilities Services

**TITLE:** Purchase of Manhole Rehabilitation Services from Southern Trenchless Solutions for \$145,763.25 through a national cooperative agreement with BuyBoard

**REVIEWING COMMITTEE:** (Reviewed by the City Council Development Committee on 05/21/2024)

**SUMMARY:**

<i>Vendor Name</i>	<i>Annual Cost</i>	<i>Total Cost</i>
Southern Trenchless Solutions		\$145,763.25

**PURPOSE OF REQUEST:**

Utilities Services is requesting the purchase of 9 manhole rehabilitation services south of Egyptian Way and north of Jefferson Street. The 2024 Wastewater Masterplan suggests that the selected manholes have a high risk of rainwater infiltration. To help eliminate rainwater infiltration, 2 manholes will be reinforced with fiberglass inserts, 5 manholes will be coated with epoxy and modified polymer, and 2 manholes will be removed.

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 place 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 cooperative agreements with various entities, including BuyBoard.

**PROCUREMENT DETAILS:**

Procurement Method:  Cooperative – BuyBoard Contract # 730-24

**FINANCIAL CONSIDERATION:**

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	Wastewater CIP Fund
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If Capital Improvement:

Total Project Budget	\$2,646,276.00	Proposed New Funding:	\$0	Remaining Funding:	\$2,500,512.75
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**ATTACHMENTS / SUPPORTING DOCUMENTS:**

- 1- Southern Trenches Quote
- 2- Aerial View of Manhole Locations



Quote Issued 4/9/2024

Quote # 24-264-464

Invoice Issued: \_\_\_\_\_

Invoice: \_\_\_\_\_

Purchase Order #: \_\_\_\_\_

P O Box 8084; Weslaco, TX 78599  
1200 W Exp 83, La Feria, TX 78559  
Ph# 956-277-0354 Fax# 956-277-0355  
Adminstx@southerntrenchless.com

**BuyBoard # 730-24**

Project: City of Grand Prairie -  
Manhole Rehab Ph 2

Line	Item	Description	Qty	Unit	Unit Price	Total
1	231	Mobilization / Demobilization	1	EA	10,125.00	10,125.00
2	219	Flowable Fill Grout Pipe (Optional MH 1640)	8	CY	300.00	2,400.00
3	MISC	Plug 4 pipe connections to existing Manholes, Colapse Manhole, provide backfill dirt, and compact (Paved MH 1640)	1	EA	6,575.00	6,575.00
4	MISC	Demo existing manhole, backfill void, and compact backfill (MH 1527A )	1	EA	3,590.00	3,590.00
5	225	4" to 8" Open Cut Installation Sewer/Water (0'-6' deep) (MH 1527A)	10	LF	197.00	1,970.00

**Total**

Exclusions:

- Does Not Include ByPass or Point Repairs
- Water to be Provided by the City at no charge to Southern Trenchless, LLC.
- Waste to be disposed of at City Wastewater Facility at no charge to Southern Trenchless Solutions, LLC.

Instructions  
 \*\*Upon Receipt of Signed Proposal & Purchase Order we will begin to execute contract.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

\*\*\* Please Make Checks Payable To:

Southern Trenchless Solutions, LLC.  
PO Box 8084  
Weslaco, TX 78599



*We Appreciate Your Business!!!*



Quote Issued 4/9/2024

Quote # 24-264-464

Invoice Issued: \_\_\_\_\_

Invoice: \_\_\_\_\_

Purchase Order #: \_\_\_\_\_

P O Box 8084; Weslaco, TX 78599  
1200 W Exp 83, La Feria, TX 78559  
Ph# 956-277-0354 Fax# 956-277-0355  
Adminstx@southern-trenchless.com

**BuyBoard # 730-24**

Project: City of Grand Prairie -  
Manhole Rehab Ph 2

Line	Item	Description	Qty	Unit	Unit Price	Total
6	205	Manhole Rehabilitation - 1/2" Wall FRP Insert 16' MH 8098 & 4' MH 8049	251.28	SF	125.00	31,410.00
7	219	Flowable Fill	1	CY	320.00	320.00
8	390	Premium manhole frame and cover ( Composite Manhole Cover )	1	EA	1,500.00	1,500.00
9	395	Manhole Rehabilitation - cementitious MH 8783A, 5040, 44, 2012, 4709	636.995	SF	22.00	14,013.89
10	403	Rehabilitation - epoxy/modified polymer MH 8783A, 5040, 44, 2012, 4709	636.995	SF	31.99998	20,383.83
11	498	Repair/Rehab 8" Concrete pavement	108	SF	325.00	35,100.00
12	510	Traffic control (if needed)	10	Day	225.00	2,250.00
13	MISC2	Traffic Plates (if needed)	10	Day	135.00	1,350.00
14	114	Set Up 4" Piping (Bypass if needed)	500	LF	16.00	8,000.00
15	120	Operate 4" pumping System (if needed)	2	Day	1,265.00	2,530.00

**Total**

Exclusions:

1. Does Not Include ByPass or Point Repairs
2. Water to be Provided by the City at no charge to Southern Trenchless, LLC.
3. Waste to be disposed of at City Wastewater Facility at no charge to Southern Trenchless Solutions, LLC.

Instructions  
 \*\*Upon Receipt of Signed Proposal & Purchase Order we will begin to execute contract.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

\*\*\* Please Make Checks Payable To:

Southern Trenchless Solutions, LLC.  
PO Box 8084  
Weslaco, TX 78599



*We Appreciate Your Business!!!*



Quote Issued 4/9/2024

Quote # 24-264-464

Invoice Issued: \_\_\_\_\_

Invoice: \_\_\_\_\_

Purchase Order #: \_\_\_\_\_

P O Box 8084; Weslaco, TX 78599  
1200 W Exp 83, La Feria, TX 78559  
Ph# 956-277-0354 Fax# 956-277-0355  
Adminstx@southerntrenchless.com

**BuyBoard # 730-24**

Project: City of Grand Prairie -  
Manhole Rehab Ph 2

Line	Item	Description	Qty	Unit	Unit Price	Total
16	MISC	Payment & Performance Bonds	1	EA	4,245.53	4,245.53

**Total \$145,763.25**

Exclusions:

- Does Not Include ByPass or Point Repairs
- Water to be Provided by the City at no charge to Southern Trenchless, LLC.
- Waste to be disposed of at City Wastewater Facility at no charge to Southern Trenchless Solutions, LLC.

Instructions  
 \*\*Upon Receipt of Signed Proposal & Purchase Order we will begin to execute contract.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

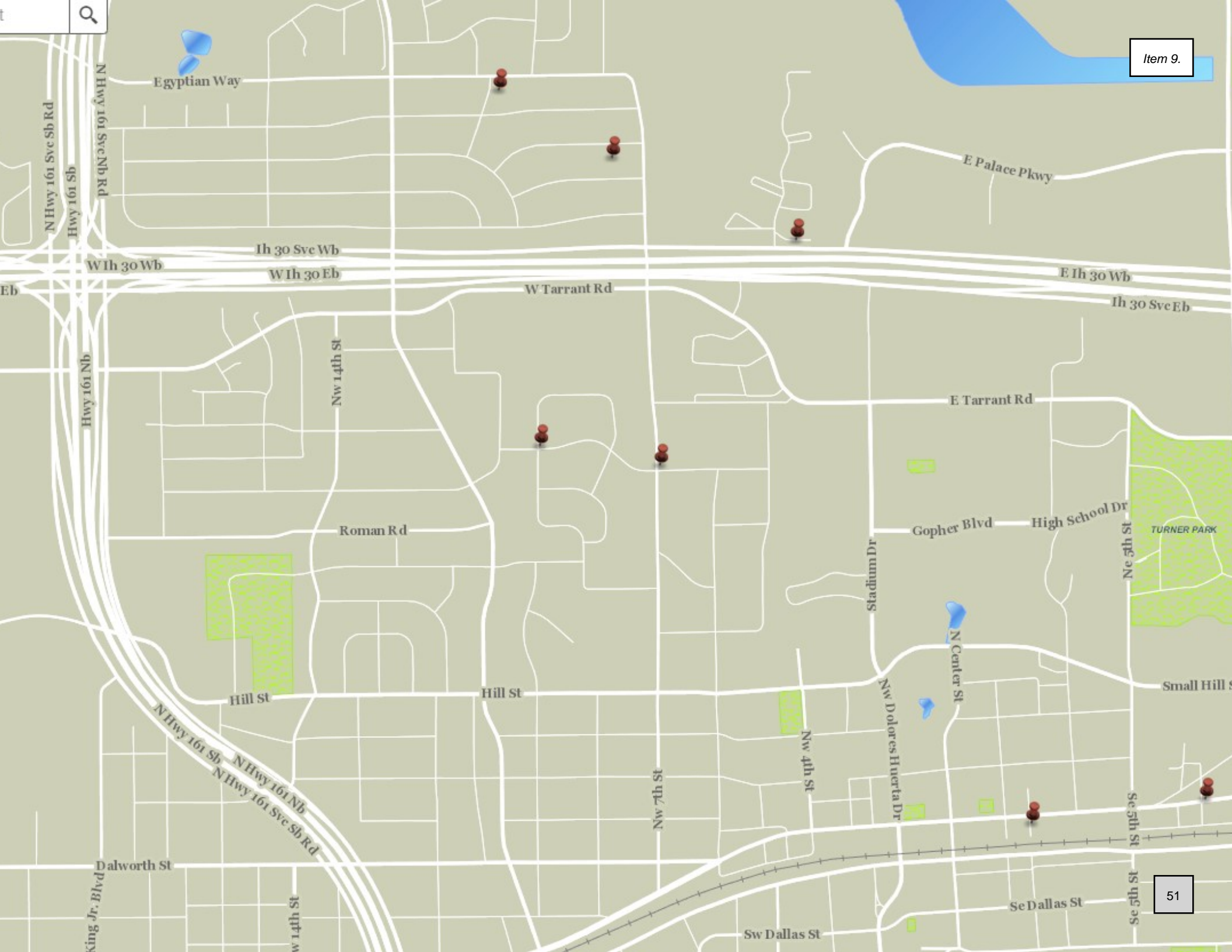
\*\*\* Please Make Checks Payable To:

Southern Trenchless Solutions, LLC.  
PO Box 8084  
Weslaco, TX 78599



*We Appreciate Your Business!!!*

Item 9.







**CITY OF GRAND PRAIRIE  
COMMUNICATION**

**MEETING DATE:** 06/04/2024

**PRESENTER:** Noreen Housewright, Director of Engineering/Utility Services

**TITLE:** 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

**REVIEWING COMMITTEE:** (Reviewed by the City Council Development Committee on 05/21/2024)

**SUMMARY:**

<i>Vendor Name</i>	<i>Total Cost</i>
McMahon Contracting, LP	\$2,152,245.00 + 5% contingency
Team Consultants	\$36,356.70
In-House Engineering	\$107,612.25

**PURPOSE OF REQUEST:**

This project was approved for funding as a part of the Street and Stormwater Drainage CIP Funds for FY2023/2024 during the yearly budget process.

The paving and drainage improvements to a stretch of Day Miar Road, located south of Ragland Road and north of Prairie Waters Drive, was identified as a project to be completed this year. The design for this project was completed by Freese and Nichols, Inc. and was approved by the council on July 11<sup>th</sup>, 2023. In addition to designing the project, Freese and Nichols also assisted with the bidding process. The project was publicly advertised in accordance with state law.

This project provides for the construction of a 3-lane concrete roadway with a 6-foot-wide sidewalk and ramp to be constructed along the west side of the road. The project also resides within a floodplain and thus requires a need for significant storm drainage infrastructure implementation, which includes a storm drainpipe system, box culvert and curb inlet installation.

On Tuesday, April 30, 2024, two bids were received and publicly opened for the construction of this project. The low bidder was McMahon Contracting, LP in the total amount of \$2,152,245.00 and 180 calendar days for the base bid.

**PROCUREMENT DETAILS:**

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

Local Vendor  HUB Vendor

Number of Responses: 2 RFP/RFB #:

Selection Details:  Low Bid  Best Value

**FINANCIAL CONSIDERATION:**

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	Stormwater Drainage CIP Fund Streets CIP Fund
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If Capital Improvement:					
Total Project Budget	\$2,402,926	Proposed New Funding:	\$0	Remaining Funding:	\$0

**ATTACHMENTS / SUPPORTING DOCUMENTS:**

- 1- Bid Summary
- 2- Materials Testing Proposal

**CITY OF GRAND PRAIRIE**

**Bid Tabulation**

**Day Miar Road Ragland Road - Prairie Waters (W.O. # 02207503 & 02305203)**

Bid Opening Date: Tuesday, April 30 at 3:00 PM				Bidder No. 1		Bidder No. 2		Average Bid		Engineer's Estimate	
				McMahon Contracting		Ed Bell Construction					
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
<b>SECTION I - GENERAL</b>											
101	Streetscaping/Irrigation allowance, furnish and install.	1.00	LS	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
102	Site preparation including mobilization, clearing and grubbing, fence removal and relocation, work fully performed as per specifications.	13.00	STA	\$ 24,327.80	\$ 316,261.40	\$ 20,000.00	\$ 260,000.00	\$ 22,163.90	\$ 288,130.70	\$ 7,875.00	\$ 102,375.00
103	Joint Stormwater Pollution Prevention Plan and specifications, furnish and install complete with NOI and NOT submittals.	1.00	LS	\$ 2,709.31	\$ 2,709.31	\$ 40,000.00	\$ 40,000.00	\$ 21,354.66	\$ 21,354.66	\$ 2,625.00	\$ 2,625.00
104	Construction staking, work fully performed as per specifications, complete in place.	1.00	LS	\$ 41,300.00	\$ 41,300.00	\$ 40,000.00	\$ 40,000.00	\$ 40,650.00	\$ 40,650.00	\$ 3,150.00	\$ 3,150.00
105	As-Built survey, work fully performed as per specifications, complete in place.	1.00	LS	\$ 14,160.00	\$ 14,160.00	\$ 7,500.00	\$ 7,500.00	\$ 10,830.00	\$ 10,830.00	\$ 3,150.00	\$ 3,150.00
106	Barricading and traffic control, complete in place.	1.00	LS	\$ 62,466.91	\$ 62,466.91	\$ 120,000.00	\$ 120,000.00	\$ 91,233.46	\$ 91,233.46	\$ 31,500.00	\$ 31,500.00
107	Unclassified excavation, work fully performed as per details and specifications.	1750.00	CY	\$ 21.63	\$ 37,852.50	\$ 15.00	\$ 26,250.00	\$ 18.32	\$ 32,051.25	\$ 31.50	\$ 55,125.00
108	Compacted fill (embankment), work fully performed as per details and specifications.	1350.00	CY	\$ 28.22	\$ 38,097.00	\$ 20.00	\$ 27,000.00	\$ 24.11	\$ 32,548.50	\$ 42.00	\$ 56,700.00
109	St. Augustine or Bermuda grass solid sod, furnish and install complete in place.	1300.00	SY	\$ 13.32	\$ 17,316.00	\$ 15.00	\$ 19,500.00	\$ 14.16	\$ 18,408.00	\$ 9.45	\$ 12,285.00
110	4" Top Soil, furnish and install complete in place.	1300.00	SY	\$ 7.08	\$ 9,204.00	\$ 15.00	\$ 19,500.00	\$ 11.04	\$ 14,352.00	\$ 7.88	\$ 10,244.00
111	Adjust Existing Water Valve to Grade, furnish and install complete in place.	11.00	EA	\$ 600.98	\$ 6,610.78	\$ 1,800.00	\$ 19,800.00	\$ 1,200.49	\$ 13,205.39	\$ 630.00	\$ 6,930.00
112	Adjust Existing Sewer Manhole to Grade, furnish and install complete in place.	5.00	EA	\$ 2,615.82	\$ 13,079.10	\$ 4,600.00	\$ 23,000.00	\$ 3,607.91	\$ 18,039.55	\$ 1,575.00	\$ 7,875.00
113	Adjust Existing Water Meter to Grade, furnish and install complete in place.	2.00	EA	\$ 1,809.84	\$ 3,619.68	\$ 3,600.00	\$ 7,200.00	\$ 2,704.92	\$ 5,409.84	\$ 1,050.00	\$ 2,100.00
114	Relocate Existing Air Release Valve, furnish and install complete in place.	1.00	EA	\$ 14,642.63	\$ 14,642.63	\$ 12,000.00	\$ 12,000.00	\$ 13,321.32	\$ 13,321.32	\$ 1,575.00	\$ 1,575.00
115	Relocate Existing Pipe Blowout, furnish and install complete in place.	1.00	EA	\$ 5,351.70	\$ 5,351.70	\$ 9,000.00	\$ 9,000.00	\$ 7,175.85	\$ 7,175.85	\$ 1,575.00	\$ 1,575.00
116	Remove and Replace Existing Mailbox, furnish and install complete in place.	1.00	EA	\$ 328.96	\$ 328.96	\$ 500.00	\$ 500.00	\$ 414.48	\$ 414.48	\$ 630.00	\$ 630.00
117	Silt fences, furnish and install complete in place.	1820.00	LF	\$ 2.01	\$ 3,658.20	\$ 3.00	\$ 5,460.00	\$ 2.51	\$ 4,559.10	\$ 5.25	\$ 9,555.00
118	Silt fences removal, remove per specifications.	1820.00	LF	\$ 0.83	\$ 1,510.60	\$ 1.10	\$ 2,002.00	\$ 0.97	\$ 1,756.30	\$ 1.58	\$ 2,875.60
119	Construction entrance, furnish and install complete in place, and removal.	145.00	SY	\$ 53.10	\$ 7,699.50	\$ 66.00	\$ 9,570.00	\$ 59.55	\$ 8,634.75	\$ 42.00	\$ 6,090.00
120	Inlet protection, furnish and install complete in place.	100.00	LF	\$ 27.14	\$ 2,714.00	\$ 15.00	\$ 1,500.00	\$ 21.07	\$ 2,107.00	\$ 26.25	\$ 2,625.00
121	Rock filter dams, furnish and install complete in place.	95.00	LF	\$ 50.74	\$ 4,820.30	\$ 82.00	\$ 7,790.00	\$ 66.37	\$ 6,305.15	\$ 73.50	\$ 6,982.50
122	Rock filter dams removal, remove per specifications.	95.00	LF	\$ 11.80	\$ 1,121.00	\$ 42.00	\$ 3,990.00	\$ 26.90	\$ 2,555.50	\$ 21.00	\$ 1,995.00
123	Split Steel Casing, furnish and install per specifications.	30.00	LF	\$ 367.13	\$ 11,013.90	\$ 950.00	\$ 28,500.00	\$ 658.57	\$ 19,756.95	\$ 1,050.00	\$ 31,500.00
<b>Total Bid Amount (Section I)</b>					<b>\$ 621,537.47</b>	<b>\$ 696,062.00</b>	<b>\$ 658,799.74</b>	<b>\$ 365,462.10</b>			

**CITY OF GRAND PRAIRIE**

**Bid Tabulation**

**Day Miar Road Ragland Road - Prairie Waters (W.O. # 02207503 & 02305203)**

Bid Opening Date: Tuesday, April 30 at 3:00 PM				Bidder No. 1		Bidder No. 2		Average Bid		Engineer's Estimate	
				McMahon Contracting		Ed Bell Construction					
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
<b>SECTION II - PAVING</b>											
201	Asphalt Pavement Milling, remove per specifications.	2830.00	SY	\$ 14.76	\$ 41,770.80	\$ 4.50	\$ 12,735.00	\$ 9.63	\$ 27,252.90	\$ 8.40	\$ 23,772.00
202	8" Flexible Base Type "A" Grade 1, furnish and install complete in place.	1090.00	CY	\$ 109.33	\$ 119,169.70	\$ 150.00	\$ 163,500.00	\$ 129.67	\$ 141,334.85	\$ 105.00	\$ 114,450.00
203	Temporary Asphalt Detours and Transitions, furnish and install, maintained, and removed, as per specifications.	720.00	SY	\$ 89.52	\$ 64,454.40	\$ 225.00	\$ 162,000.00	\$ 157.26	\$ 113,227.20	\$ 126.00	\$ 90,720.00
204	Concrete Pavement with Monolithic Curb and No. 4 bars, furnish and install complete in place, as per specifications.	4620.00	SY	\$ 84.08	\$ 388,449.60	\$ 130.00	\$ 600,600.00	\$ 107.04	\$ 494,524.80	\$ 110.25	\$ 509,355.00
205	4" Concrete Sidewalk, furnish and install complete in place, as per specifications.	690.00	SY	\$ 77.41	\$ 53,412.90	\$ 110.00	\$ 75,900.00	\$ 93.71	\$ 64,656.45	\$ 73.50	\$ 50,715.00
206	Concrete Drives, furnish and install complete in place, as per specifications.	80.00	SY	\$ 85.60	\$ 6,848.00	\$ 200.00	\$ 16,000.00	\$ 142.80	\$ 11,424.00	\$ 105.00	\$ 8,400.00
207	Concrete Retaining Wall, furnish and install complete in place, as per specifications.	1430.00	SF	\$ 100.89	\$ 144,272.70	\$ 150.00	\$ 214,500.00	\$ 125.45	\$ 179,386.35	\$ 73.50	\$ 105,105.00
208	Metal Beam Guard Fence, furnish and install complete in place, as per specifications.	225.00	LF	\$ 57.58	\$ 12,955.50	\$ 55.00	\$ 12,375.00	\$ 56.29	\$ 12,665.25	\$ 36.75	\$ 8,268.75
209	Metal Beam Guard Fence Long Span TL-3 Mash Compliant, , furnish and install complete in place, as per specifications	1.00	EA	\$ 3,127.00	\$ 3,127.00	\$ 3,150.00	\$ 3,150.00	\$ 3,138.50	\$ 3,138.50	\$ 1,837.50	\$ 1,837.50
210	Metal Beam Guard Fence Mow Strip 4", furnish and install complete in place, as per specifications	13.00	CY	\$ 674.54	\$ 8,769.02	\$ 1,575.00	\$ 20,475.00	\$ 1,124.77	\$ 14,622.01	\$ 577.50	\$ 7,507.50
211	Single Guardrail Terminal (SGT), furnish and install complete in place, as per specifications	1.00	EA	\$ 5,251.00	\$ 5,251.00	\$ 5,250.00	\$ 5,250.00	\$ 5,250.50	\$ 5,250.50	\$ 5,250.00	\$ 5,250.00
212	Downstream Anchor Terminal (DAT), furnish and install complete in place, as per specifications	1.00	EA	\$ 3,127.00	\$ 3,127.00	\$ 3,150.00	\$ 3,150.00	\$ 3,138.50	\$ 3,138.50	\$ 1,575.00	\$ 1,575.00
213	Combination Rail Type C1W, furnish and install complete in place, as per specifications	224.00	LF	\$ 409.71	\$ 91,775.04	\$ 400.00	\$ 89,600.00	\$ 404.86	\$ 90,687.52	\$ 315.00	\$ 70,560.00
214	Concrete Header (Type A), furnish and install complete in place, as per specifications	34.00	LF	\$ 23.60	\$ 802.40	\$ 75.00	\$ 2,550.00	\$ 49.30	\$ 1,676.20	\$ 33.60	\$ 1,142.40
215	ADA Ramps (All Types), furnish and install complete in place, as per specifications	2.00	EA	\$ 3,707.98	\$ 7,415.96	\$ 4,000.00	\$ 8,000.00	\$ 3,853.99	\$ 7,707.98	\$ 2,625.00	\$ 5,250.00
216	Sidewalk retaining wall alongside the proposed concrete sidewalk (as required), furnish and install complete in place.	4.00	CY	\$ 951.32	\$ 3,805.28	\$ 2,000.00	\$ 8,000.00	\$ 1,475.66	\$ 5,902.64	\$ 1,050.00	\$ 4,200.00
217	Concrete Riprap (4"), furnish and install complete in place, as per specifications	23.00	CY	\$ 655.43	\$ 15,074.89	\$ 900.00	\$ 20,700.00	\$ 777.72	\$ 17,887.45	\$ 577.50	\$ 13,282.50
<b>Total Bid Amount (Section II)</b>					\$ 970,481.19		\$ 1,418,485.00		\$ 1,194,483.10	\$ -	\$ 1,021,390.65

**CITY OF GRAND PRAIRIE**

**Bid Tabulation**

**Day Miar Road Ragland Road - Prairie Waters (W.O. # 02207503 & 02305203)**

Bid Opening Date: Tuesday, April 30 at 3:00 PM				Bidder No. 1		Bidder No. 2		Average Bid		Engineer's Estimate	
				McMahon Contracting		Ed Bell Construction					
NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
<b>SECTION III - SIGNING, STRIPING AND LIGHTING</b>											
301	12" solid white reflective pavement marker, furnish and install complete in place, as per plans.	160.00	LF	\$ 8.85	\$ 1,416.00	\$ 8.00	\$ 1,280.00	\$ 8.43	\$ 1,348.00	\$ 8.40	\$ 1,344.00
302	24" solid white reflective pavement marker, furnish and install complete in place, as per plans.	30.00	LF	\$ 14.16	\$ 424.80	\$ 15.00	\$ 450.00	\$ 14.58	\$ 437.40	\$ 10.50	\$ 315.00
303	4" solid yellow reflective pavement marker, furnish and install complete in place, as per plans.	2720.00	LF	\$ 1.53	\$ 4,161.60	\$ 1.75	\$ 4,760.00	\$ 1.64	\$ 4,460.80	\$ 2.10	\$ 5,712.00
304	4" broken yellow reflective pavement marker, furnish and install complete in place, as per plans.	530.00	LF	\$ 1.77	\$ 938.10	\$ 2.00	\$ 1,060.00	\$ 1.89	\$ 999.05	\$ 2.10	\$ 1,113.00
305	12" solid yellow reflective pavement marker, furnish and install complete in place, as per plans.	40.00	LF	\$ 8.85	\$ 354.00	\$ 8.00	\$ 320.00	\$ 8.43	\$ 337.00	\$ 8.40	\$ 336.00
306	Arrow white reflective pavement marker, furnish and install complete in place, as per plans.	9.00	EA	\$ 230.10	\$ 2,070.90	\$ 250.00	\$ 2,250.00	\$ 240.05	\$ 2,160.45	\$ 262.50	\$ 2,362.50
307	4" two way yellow reflective raised marker (Type II-A-A), furnish and install complete in place, including pavement preparation.	112.00	EA	\$ 784.70	\$ 87,886.40	\$ 10.00	\$ 1,120.00	\$ 397.35	\$ 44,503.20	\$ 8.40	\$ 940.80
308	4" two way clear/red reflective raised marker (Type II-C-R), furnish and install complete in place, including pavement preparation.	4.00	EA	\$ 7.85	\$ 31.40	\$ 10.00	\$ 40.00	\$ 8.93	\$ 35.70	\$ 4.96	\$ 19.84
309	Roadside sign assembly, furnish and install complete in place.	1.00	EA	\$ 926.31	\$ 926.31	\$ 1,000.00	\$ 1,000.00	\$ 963.16	\$ 963.16	\$ 703.50	\$ 703.50
310	Light pole foundation, furnish and install complete in place, as per plans.	10.00	EA	\$ 2,596.00	\$ 25,960.00	\$ 2,400.00	\$ 24,000.00	\$ 2,498.00	\$ 24,980.00	\$ 1,890.00	\$ 18,900.00
311	Pull Box, furnish and install complete in place, as per plans.	12.00	EA	\$ 1,711.00	\$ 20,532.00	\$ 1,600.00	\$ 19,200.00	\$ 1,655.50	\$ 19,866.00	\$ 1,155.00	\$ 13,860.00
312	2" SCH 40 PVC street light conduit, furnish and install complete in place, as per plans; with pull string.	1463.00	LF	\$ 28.32	\$ 41,432.16	\$ 26.00	\$ 38,038.00	\$ 27.16	\$ 39,735.08	\$ 15.75	\$ 23,042.25
<b>Total Bid Amount (Section III)</b>					\$ 186,133.67	\$ 93,518.00	\$ 139,825.84	\$ 68,648.89			
<b>SECTION IV - DRAINAGE</b>											
401	18" CL III RCP storm drain pipe, furnish and install complete in place, including embedment.	60.00	LF	\$ 155.15	\$ 9,309.00	\$ 200.00	\$ 12,000.00	\$ 177.58	\$ 10,654.50	\$ 115.50	\$ 6,930.00
402	24" CL III RCP storm drain pipe, furnish and install complete in place, including embedment.	100.00	LF	\$ 174.00	\$ 17,400.00	\$ 220.00	\$ 22,000.00	\$ 197.00	\$ 19,700.00	\$ 178.50	\$ 17,850.00
403	30" CL III RCP storm drain pipe, furnish and install complete in place, including embedment.	680.00	LF	\$ 203.91	\$ 138,658.80	\$ 240.00	\$ 163,200.00	\$ 221.96	\$ 150,929.40	\$ 231.00	\$ 157,080.00
404	6'x4' CL III RCB storm drain box, furnish and install complete in place, including embedment.	22.00	LF	\$ 1,877.57	\$ 41,306.54	\$ 2,000.00	\$ 44,000.00	\$ 1,938.79	\$ 42,653.27	\$ 1,050.00	\$ 23,100.00
405	6'x4' Wingwall (PW-1), furnish and install complete in place, as per specifications.	1.00	EA	\$ 68,672.47	\$ 68,672.47	\$ 40,000.00	\$ 40,000.00	\$ 54,336.24	\$ 54,336.24	\$ 26,250.00	\$ 26,250.00
406	Trench safety, furnish and install complete in place, including sheeting, shoring and bracing where required by OSHA Standards that are in effect at the time of bid opening.	862.00	LF	\$ 1.48	\$ 1,275.76	\$ 25.00	\$ 21,550.00	\$ 13.24	\$ 11,412.88	\$ 4.20	\$ 3,620.40
407	Standard Type "B" 6' Storm Sewer Manhole, furnish and install complete in place, as per specifications.	2.00	EA	\$ 10,030.00	\$ 20,060.00	\$ 12,000.00	\$ 24,000.00	\$ 11,015.00	\$ 22,030.00	\$ 10,500.00	\$ 21,000.00
408	10' Modified Standard Curb Inlet, furnish and install complete in place, as per specifications.	3.00	EA	\$ 10,384.00	\$ 31,152.00	\$ 16,000.00	\$ 48,000.00	\$ 13,192.00	\$ 39,576.00	\$ 10,500.00	\$ 31,500.00
409	15' Modified Standard Curb Inlet, furnish and install complete in place, as per specifications.	1.00	EA	\$ 12,744.00	\$ 12,744.00	\$ 21,000.00	\$ 21,000.00	\$ 16,872.00	\$ 16,872.00	\$ 15,750.00	\$ 15,750.00
410	20' Modified Standard Curb Inlet, furnish and install complete in place, as per specifications.	1.00	EA	\$ 14,750.00	\$ 14,750.00	\$ 27,500.00	\$ 27,500.00	\$ 21,125.00	\$ 21,125.00	\$ 21,000.00	\$ 21,000.00
411	Stone RipRap (Common)(Grout), furnish and install complete in place, as per plans and specifications.	10.00	CY	\$ 448.49	\$ 4,484.90	\$ 1,200.00	\$ 12,000.00	\$ 824.25	\$ 8,242.45	\$ 420.00	\$ 4,200.00
412	10' Standard Recessed curb inlet, furnish and install complete in place, as per specifications.	1.00	EA	\$ 8,142.00	\$ 8,142.00	\$ 10,000.00	\$ 10,000.00	\$ 9,071.00	\$ 9,071.00	\$ 10,500.00	\$ 10,500.00
413	Reinforced Concrete Toe Wall, furnish and install complete in place, as per specifications.	5.00	CY	\$ 1,227.44	\$ 6,137.20	\$ 2,500.00	\$ 12,500.00	\$ 1,863.72	\$ 9,318.60	\$ 787.50	\$ 3,937.50
<b>Total Bid Amount (Section IV)</b>					\$ 374,092.67	\$ 457,750.00	\$ 415,921.34	\$ 342,717.90			
<b>Total Bid Amount</b>					\$ 2,152,245.00	\$ 2,665,815.00	\$ 2,409,030.00	\$ 1,798,219.54			

# TEAM Consultants, Inc.

Geotechnical • Environmental • Construction Materials Testing

Item 10.

April 19, 2024  
Project No. 245113  
Via: Email

Mr. Robert Barron  
Inspection Supervisor  
City of Grand Prairie  
PO Box 534045  
Grand Prairie, TX 75053-4045

Re: **Submittal of Budget Estimate  
For Construction Materials Testing Services  
Day Miar Road Paving and Drainage  
W.O. # 02207503 and 02305203  
Grand Prairie, Texas**

Dear Mr. Barron,

In accordance with your request, attached is our budget estimate for providing Construction Materials Testing Services for the above referenced project. Included are estimated testing services to be conducted according to an on-call basis with unit fees for those services. If additional testing is requested, charges will be by the unit rates as listed.

The contact personnel within TEAM Consultants, Inc. for the above referenced project are:

Dispatch:	Mr. Jeff Bailey
CMT Manager:	Mr. Bruce Walton
CMT Assistant Supervisor:	Mr. Tim George

We appreciate the opportunity to be of service to you. If you have any questions, or if I can be of any assistance, please do not hesitate to call me at (214) 331-4395. Should this budget estimate meet with your approval, please sign and return one copy to this office as our formal notification to proceed.

Sincerely,

TEAM Consultants, Inc.



Bruce Walton  
CMT Manager

Attachments: Budget Estimate

Authorized by: \_\_\_\_\_

Date: \_\_\_\_\_

**Geotechnical & Material Testing**  
**Job Assignment Specification Sheet**

Project #: **WO # 02207503**  
 Project #: **WO # 02305203**  
 Vendor #: **245113**  
 Contract #: **19087**

Owner: **City of Grand Prairie**

Contractor: **TEAM Consultants, Inc.**

Project: **Day Miar Road Paving and Drainage**

Original Contract Date: **June 5, 2019**

ITEM NO.	DESCRIPTION OF ITEM	Unit of Measure	Approved Quantity	Unit Price	Value of Completed Work
<b>Concrete</b>					
1	Compression Test Cylinders (Making & Breaking), each	EACH	240	\$17.00	\$4,080.00
2	Air Content, Slump, Temperature, Unit Weight and Making Cylinders, (Per hour)	HOUR	200	\$55.00	\$11,000.00
3	Next Day Cylinder pickup, (Per hour)	HOUR	60	\$55.00	\$3,300.00
4	Vehicle charge, (Per Trip)	TRIP	120	\$35.00	\$4,200.00
5	Flexural Beam Testing, each	EACH		\$32.50	\$0.00
6	4" Diameter Core, (Per inch of depth)	INCH	32	\$8.00	\$256.00
7	2" Diameter Core, (Per inch of Depth)	INCH	32	\$6.00	\$192.00
8	Core Thickness Measurement, (each)	EACH	8	\$9.75	\$78.00
9	Patching of Core Holes, each	EACH	8	\$11.00	\$88.00
10	Coring Technician Time, hour	HOUR	6	\$52.75	\$316.50
11	Sawing and/or Capping Cores, each	EACH	4	\$16.00	\$64.00
12	Compression Test of Cores, each	EACH	4	\$22.00	\$88.00
13	Mix Design Review, each	EACH	8	\$152.40	\$1,219.20
14	Mix Design Formulation w/Aggregate Tests Include Specific Gravity/Sieve Analysis/Unit WT-200, each	EACH		\$800.00	\$0.00
15	Additional Mix Design Utilizing Above Mix Analysis, each	EACH		\$430.00	\$0.00
16	Mix Design Formulation Revision, each	EACH		\$250.00	\$0.00
17	Engineering Tech (NICET) for Quality Assurance Monitoring of Onsite Work, hour	HOUR		\$58.00	\$0.00
18	Pre-pour Reinforcing Steel Placement Inspection, hour	HOUR		\$58.00	\$0.00
19	Sampling for In-Lab Test, hour	HOUR	4	\$58.00	\$232.00
20	Batching Mix Design in Preparation for Making Lab Confirmation Cylinders or Beams, hour	EACH		\$170.00	\$0.00
21	Batch Plant Observation Supporting Concrete Placement, hour	HOUR	24	\$63.40	\$1,521.60
22	Concrete Flatness, (Up to 20,000 Sq. Ft.)	LUMP SUM		\$790.00	\$0.00
23	Concrete Flatness, (Over 20,000 Sq. Ft. - per Sq. Ft.)	SQFT		\$0.05	\$0.00
24	Certified Welding Inspector, hour	HOUR		\$77.40	\$0.00
<b>HMAC</b>					
25	Density Nuclear Method, (technician & gauge charge) (Per hour)	HOUR	4	\$65.00	\$260.00
26	6" Diameter Core for in Place Density, (per inch of Depth)	INCH	12	\$11.30	\$135.60
27	Coring HMAC Technician Time, hour	HOUR	4	\$60.60	\$242.40
28	Core Depth Measurement, core (each)	EACH	2	\$9.25	\$18.50
29	Patching Core Holes, each	EACH	2	\$10.00	\$20.00
30	Vehicle Charge (per Trip)	TRIP	1	\$35.00	\$35.00
31	Ignition Oven Burn Off (% Bitumen and aggregate gradation), each	EACH	1	\$185.40	\$185.40
32	Lab Density, each	EACH	3	\$35.00	\$105.00
33	Stability Test, each	EACH	3	\$45.00	\$135.00
34	Maximum Specific Gravity, each	EACH	1	\$85.00	\$85.00
35	Batch Plant Hot Bin Analysis, hour	HOUR		\$74.00	\$0.00
36	Material Sampling For In-lab Tests, hour	HOUR	2	\$58.00	\$116.00
<b>Professional</b>					
37	Chief Engineer Scientist, hour	HOUR		\$185.00	\$0.00
40	Senior Technician, hour	HOUR		\$69.50	\$0.00
41	Senior Project Engineer Professional Engineer, hour	HOUR		\$160.40	\$0.00
42	Project Engineer Scientist Geologist, hour	HOUR	3	\$129.50	\$388.50
43	Graduate Engineer Project Manager, hour	HOUR		\$111.00	\$0.00
44	Staff Scientist Geologist Engineer, hour	HOUR		\$100.00	\$0.00
45	Clerical, hour	HOUR		\$54.60	\$0.00
46	Drafter, hour	HOUR		\$65.00	\$0.00
47	Engineering and Report Review, hour	HOUR		\$136.00	\$0.00
<b>Geotechnical</b>					
48	Undisturbed Soil Sample, each	EACH		\$12.50	\$0.00
49	Visual Classification, each	EACH		\$12.50	\$0.00
50	Classification ASTM D-2487, each	EACH		\$105.00	\$0.00
51	Sample Preparation, hour	HOUR		\$63.00	\$0.00
52	Atterburg Limits RAW PI, each	EACH	6	\$55.00	\$330.00
53	Soil w/Additive, each	EACH		\$65.00	\$0.00
54	Bar Lineal Shrinkage, each	EACH	2	\$46.00	\$92.00
55	Moisture Density Relationship (Proctor) Standard (ASTM D-698) each	EACH	8	\$185.00	\$1,480.00
57	Moisture Density Relationship (Proctor) Modified (ASTM D-1557) each	EACH		\$220.00	\$0.00
59	THD 113E, each	EACH		\$220.00	\$0.00
60	Unit Weight, each	EACH		\$32.50	\$0.00
61	Unit Weight (Dry Rodded), each	EACH		\$35.00	\$0.00
62	-200 Sieve Analysis, each Decant	EACH		\$42.00	\$0.00
63	Laboratory Moisture Content, each	EACH		\$8.40	\$0.00
64	Sieve Analysis (Fine Aggregate), each	EACH		\$84.00	\$0.00
65	Sieve Analysis (Large Aggregate), each	EACH		\$84.00	\$168.00
66	Sieve Analysis (Finer than 200 Sieve), each (Hydrometer Analysis)	EACH	2	\$84.00	\$168.00
67	Lime or Cement Series Determination (5 points)	EACH		\$115.00	\$0.00
68	pH Series (6 points), each	EACH		\$315.00	\$0.00
69	Sulphate Test (TEX 145E), each (5 days turnaround)	EACH		\$248.70	\$0.00
				\$69.00	\$0.00



**Geotechnical & Material Testing**  
**Job Assignment Specification Sheet**

Project #: **WO # 02207503**  
Project #: **WO # 02305203**  
Vendor #: **245113**  
Contract #: **19087**

Owner: **City of Grand Prairie**

Contractor: **TEAM Consultants, Inc.**

Project: **Day Miar Road Paving and Drainage**

Original Contract Date: **June 5, 2019**

ITEM NO.	DESCRIPTION OF ITEM	Unit of Measure	Approved Quantity	Unit Price	Value of Completed Work
70	Sulphate Test (TEX 145E), each (48 hour turnaround)	EACH		\$134.00	\$0.00
71	Specific Gravity, each (Aggregate)	EACH		\$63.00	\$0.00
72	Absorption, each	EACH		\$35.00	\$0.00
73	Los Angeles Abrasion (Large Aggregate), each	EACH		\$235.00	\$0.00
74	Los Angeles Abrasion (Small Aggregate), each	EACH		\$235.00	\$0.00
75	Texas Wet Ball Mill, each	EACH	2	\$250.00	\$500.00
76	Gradation (Lime or Cement Stabilized), hour	HOUR		\$58.00	\$0.00
77	Limed Soil Depth Measurement, hour	HOUR		\$58.00	\$0.00
78	In Place Moisture Density, (per Hour) (Tech & Gauge)	HOUR	55	\$70.00	\$3,850.00
79	Unconfined Compression Test Soil, each (Including Moisture)	EACH		\$50.00	\$0.00
80	Unconfined Compression Test Rock, each (Including Moisture)	EACH		\$60.00	\$0.00
81	Confined Compressions Test (UU), each	EACH		\$129.00	\$0.00
82	Triaxial Consolidated Undrained w/Pore Pressure Measurement, speci (3 Stage)	STAGE		\$1,300.00	\$0.00
83	Triaxial Consolidated Drained, per stage	STAGE		\$950.00	\$0.00
84	Consolidated Test, each	EACH		\$500.00	\$0.00
85	Direct Shear Consolidated Drained Sand & Gravel, point	POINT		\$232.00	\$0.00
86	Direct Shear Consolidated Drained Silt & Clay, point	POINT		\$232.00	\$0.00
87	California Bearing Ratio, each	EACH		\$416.70	\$0.00
88	THD Triaxial, each	EACH		\$1,600.00	\$0.00
89	Swell, each Absorption Pressure	EACH		\$140.00	\$0.00
90	Permeability Test Falling Head, each	EACH		\$400.00	\$0.00
91	Permeability Test Tiraxial, each	EACH		\$525.00	\$0.00
92	Permeability Test Flex Wall, each	EACH		\$525.00	\$0.00
93	Permeability Test Granular Soils, each (Constant Head)	EACH		\$400.00	\$0.00
94	Permeability Test Pressure Head w/Back Pressure Saturation, each	EACH		\$515.00	\$0.00
95	Electrical Resistivity, THD Method, each	EACH		\$166.70	\$0.00
96	Truck Mounted Mobilization, mile	MILE		\$4.00	\$0.00
97	Truck Mounted Mobilization, trip	TRIP		\$371.70	\$0.00
98	Buggy/Ave Mounted, mile	MILE		\$5.50	\$0.00
99	Buggy/Ave Mounted, trip	TRIP		\$613.40	\$0.00
100	Site Access Clearing (including disposal and revegetation) Lump Sum (**QOR)	LS		QOR	\$0.00
101	Per Diem Per Man, (per day as per Federal Per Diem Rate Standard)	DAY		QOR	\$0.00
102	Intermittent Soil Sampling w/Truck @ 5' Intervals 0-25' Depth, foot	FOOT		\$14.40	\$0.00
103	Intermittent Soil Sampling w/Truck @ 5' Intervals 25-50' Depth, foot	FOOT		\$16.90	\$0.00
104	Intermittent Soil Sampling w/Truck @ 5' Intervals 50-100' Depth, foot	FOOT		\$19.50	\$0.00
105	Continuous Soil Sampling w/Truck 0-10' Depth, foot	FOOT		\$17.50	\$0.00
106	Intermittent Soil Sampling w/ATV @ 5' Intervals 0-25' Depth, foot	FOOT		\$18.00	\$0.00
107	Intermittent Soil Sampling w/ATV @ 5' Intervals 25-50' Depth, foot	FOOT		\$20.40	\$0.00
108	Intermittent Soil Sampling w/ATV @ 5' Intervals 50-100' Depth, foot	FOOT		\$23.90	\$0.00
109	Continuous Soil Sampling w/ATV 0-10' Depth, foot	FOOT		\$21.00	\$0.00
110	Continuous Soil Sampling w/ATV 10-50' Depth, foot	FOOT		\$33.40	\$0.00
111	Auger Drilling Without Sample, foot	FOOT		\$10.70	\$0.00
112	Rock Coring w/NX Size, Core Barrel 0-25' Depth Carbide Bit, foot	FOOT		\$27.50	\$0.00
113	Rock Coring w/NX Size, Core Barrel 25-50' Depth Carbide Bit, foot	FOOT		\$29.50	\$0.00
114	Rock Coring w/NX Size, Core Barrel 50-75' Depth Carbide Bit, foot	FOOT		\$30.50	\$0.00
115	Rock Coring w/NX Size, Core Barrel 75-100' Depth Carbide Bit, foot	FOOT		\$32.00	\$0.00
116	Rock Coring w/NX Size, Core Barrel 50-75' Depth Diamond Bit, foot	FOOT		\$37.20	\$0.00
117	CME 5' Continuous Sampler 0-50' Depth, run	RUN		\$22.00	\$0.00
118	Stand By or Access Time, hour	HOUR		\$200.00	\$0.00
119	Drilling w/Auger Rig, hour	HOUR		\$225.00	\$0.00
120	Minimum Drill Fee	FEE		\$800.00	\$0.00
121	Post Injection Sub-grade Evaluation Per Boring Including Moisture and Free Swell Determination	EACH		\$650.00	\$0.00
122	Minimum Post Injection Charge	EACH		\$1,500.00	\$0.00
125	Vehicle Charge, (Per Trip)	TRIP	45	\$35.00	\$1,575.00

**TOTAL WORK ORDER AMOUNT: \$36,356.70**



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

**MEETING DATE:** 06/04/2024

**PRESENTER:** Noreen Housewright, Director of Engineering/Utility Services

**TITLE:** 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

**REVIEWING COMMITTEE:** (Reviewed by the City Council Development Committee on 05/21/2024)

**SUMMARY:**

<i>Vendor Name</i>	<i>Total Cost</i>
Freese and Nichols, Inc.	\$773,135.00

**PURPOSE OF REQUEST:**

This contract will provide professional engineering services for the design of a 16-inch and 20-inch water line from Miller Road to Delivery Point A located at US Highway 287.

This design would provide a secondary connection to the designated Industrial Park from an existing Midlothian delivery point in the southern section of Grand Prairie.

The services would include preliminary engineering, preparation of civil construction plans and project specifications, preparation of Opinions on Probable Construction Cost (OPCC), construction administration, easement acquisition assistance and topographic boundary surveying. The project also provides for the vendor to implement subsurface utility engineering, geotechnical materials investigation and resident project representation (RPR).

Upon approval, design is expected to begin Summer 2024 and conclude in Winter 2024, with construction of the project currently estimated to complete in January 2026.

Freese and Nichols, Inc. was selected for this project due to their extensive experience as they are the design engineer for the Water Master Plan. The construction of the waterline must be completed in a short timeline. Freese and Nichols, Inc has the depth in the company to deliver the design as needed.

**PROCUREMENT DETAILS:**

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

**FINANCIAL CONSIDERATION:**

Budgeted?	<input checked="" type="checkbox"/>	Fund Name: Water CIP Fund	Account Unit & Line: 500592-02410403
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If Capital Improvement:					
Total Project Budget	\$1,127,700	Proposed New Funding:	\$0	Remaining Funding:	\$354,565.00

**ATTACHMENTS / SUPPORTING DOCUMENTS:**

1- Vendor Proposal



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

**MEETING DATE:** 06/04/2024

**PRESENTER:** Noreen Housewright, Director of Engineering/Utilities Services

**TITLE:** Purchase of Lakeridge Liftstation Cleaning and Rehabilitation Services from National Water Main Cleaning for \$591,613.85 through a national cooperative agreement with BuyBoard

**REVIEWING COMMITTEE:** (Reviewed by the City Council Development Committee on 05/21/2024)

**SUMMARY:**

<i>Vendor Name</i>	<i>Annual Cost</i>	<i>Total Cost</i>
National Water Main Cleaning		\$591,613.85

**PURPOSE OF REQUEST:**

Utilities Services is requesting the purchase of cleaning and rehabilitation services for the Lakeridge Liftstation. The existing epoxy lining at the liftstation is peeling off the walls, which is causing issues with the pumps not working properly. The continuation of lining peeling can lead to long-term damage of the liftstation as well as rain infiltration if not addressed properly. The new lining will use Warren Environmental 100% Solids Epoxy Coating, which is a Grand Prairie approved product.

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 place 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 cooperative agreements with various entities, including BuyBoard.

**PROCUREMENT DETAILS:**

Procurement Method:  Cooperative – BuyBoard

**FINANCIAL CONSIDERATION:**

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	Wastewater CIP Fund
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If Capital Improvement:

Total Project Budget	\$2,562,000.00	Proposed New Funding:	\$0	Remaining Funding:	\$1,970,386.15
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**ATTACHMENTS / SUPPORTING DOCUMENTS:**

1- Lakeridge Quote

<b>BuyBoard Quote</b>	731-24
<b>Project:</b>	Peninsula Lift Station II
<b>Firm Name:</b>	City of Grand Prairie
<b>Contact Name:</b>	Mickey Tucker
<b>Address:</b>	620 Small Hill
<b>City:</b>	Grand Prairie
<b>State:</b>	Texas
<b>Zip Code:</b>	75050
<b>Quote Date:</b>	5/16/2024
<b>Scope of Work</b>	Perform lift station cleaning and rehabilitation/epoxy lining using Warren Environmental System 100% Solids Epoxy Coating at an average thickness of 250 mils



# NATIONAL WATER MAIN CLEANING

A Carylton Company



1806 Newark Turnpike, Kearny, New Jersey 07032  
 www.nwmcc.com; T: 973-483-3200; F: 973-483-5065

Quote Number: 24-474R1

Contract No.	PartName	Description	Scope	UnitPrice	Quantity	Total Price
3	MHRehab-Epoxy 3	Epoxy Rehab Truck, equipped with Plural Component Pumps and Mixers, Air Compressor, Weekly Rental	Epoxy 3	\$37,375.00	4.0	\$149,500.00
32	Labor	Existing Coating Removal (hourly)	Remove Coating	\$682.50	90.0	\$61,425.00
3	Epoxy Coating (Warren-Epoxy)	Ultra-high build & physicals Epoxy, Price per Gallon (Warren Environmental) @250 mils	Warren Epoxy	\$115.00	1025.0	\$117,875.00
32	Labor	Coating of Lift Station (hourly)	Coat Lift Station	\$682.50	60	\$40,950.00
3	Mobilization/Demobilization	Mob/Demob (15%)	Mob/Demob	\$5,606.25	1.0	\$5,606.25
24	POLYINJ-AVANTI-6	Polymer injection products Avanti 202 (Leak stop grout if needed) Per Bucket	Grout	\$781.25	TBD	TBD
32	Labor	Leak Stop, if needed (hourly)	Leak Stop	\$682.50	TBD	TBD
10	PRES - BYPASS - 1012OPER	Operation of 10" - 12" AWWA approved bypass (Monday - Friday), Per Week	Bypass	\$18,750.00	4	\$75,000.00
10	PRES - BYPASS - 1012OPEROT	Operation of 10" - 12" AWWA approved bypass (Saturday and Sunday/OT), Per Week (Monday - Friday), Per Week	Bypass	\$28,125.00	2	\$56,250.00
10	PRES - BYPASS - 1012SETUP	Set up and Tear Down of bypass of mainlines sizes 10"-12" AWWA approved bypass, Per Linear Foot	Bypass	\$37.50	350.0	\$13,125.00
10	Mobilization/Demobilization	Bypass Mob/Demob	Bypass	\$3,562.50	1.0	\$3,562.50
33	Labor	Installation of Scaffolding (hourly)	Scaffold	\$14,635.20	1.8	\$25,611.60
5	CLEAN - COMBO80 - 3	Combination Vacuum Jet Units (Wet/Dry) - 80 GPM, 16"-18" Hg, 3500 CFM, 12 CuYd (Supervac, Vactor, Vacall), Weekly Rental	Cleaning	\$4,950.00	1.0	\$4,950.00
32	Labor	Cleaning of Wet Well (hourly)	Cleaning	\$682.50	40.0	\$27,300.00
5	Mobilization/Demobilization	Mob/Demob (15%)	Cleaning	\$742.50	1.0	\$742.50
5	CLEAN - DISPOSE - 1	Cost of Disposal of debris removed (will be charged at Cost Plus), if City does not provide dump site (per yard)	Disposal	\$108.00	60.0	\$6,480.00
	Bonds	Performance & Payment Bond	Bonds	\$3,236.00	1.0	\$3,236.00

**Grand Total:** **\$591,613.85**

CLARIFICATIONS/ASSUMPTIONS: ATTACHED

### **CLARIFICATIONS / ASSUMPTIONS**

All pricing is conditioned upon the Clarifications/Assumptions listed below.

#### 1. CLARIFICATIONS:

- a. The Proposal excludes any sales or use or other similar taxes. If the Project is tax exempt, Customer shall provide NWM the appropriate documentation.
- b. Price includes a performance/payment bond.
- c. NWM is not responsible for Liquidated Damages.
- d. Except as otherwise stated herein, the Proposal does not include payment of prevailing wages or certified payroll reporting. If payment of prevailing wages or submission of certified payroll reports is required, Owner shall provide a wage determination sheet and/or certified payroll instructions.
- e. Any corrections, repairs or extractions required due to existing structural defects or failures are excluded from the Work.
- f. NWM will follow the manufacturers recommendations for prep and application process. This does not include sand blasting the structure interior surface.
- g. The epoxy coating cannot be applied if there is active ground water infiltration entering the concrete structure. The price does not include the control of active infiltration (leaks). If it is required for NWM to stop active infiltration, the fee for chemical injection grout is \$475 per crew installation hour plus \$150 per gallon used.
- h. NWM will provide light traffic control (cones) to secure the work area. All other traffic by others.
- i. Pricing is based on the condition of the structure as inspected. If cleaning and prep reveal significant unknown structural issues (large void in wall, etc.) NWM reserves the right to request additional compensation for materials and time required to repair the unforeseen issues.
- j. Any touch-ups or coating repairs required (that is no fault of NWM) after a structure has been completed will be billed at \$495 per hour, plus mobilization. This rate includes 3 men and equipment, plus up to 1.5 gallons of epoxy or epoxy mastic. Any work exceeding this will be negotiated.
- k. It is expected that all structures will be ready for lining prior to NWM's arrival. A remobilization fee of \$1,200 for each return trip will be charged if all structures are not ready upon arrival.
- l. Stand-by time, beyond our control, will be billed at \$475 per hour billed on the quarter hour.
- m. All structures that will be epoxy lined must be vacuum tested first per the specifications of the project. If the epoxy lining is compromised due to vacuum testing performed after the installation of the epoxy lining, the rework to repair damage will be billed at time and material rates. (See clarification l. for rates)
- n. Any modifications to the structure, other than those performed by NWM, voids the warranty.
- o. Except as otherwise provided herein, the Proposal is for normal cleaning only. Normal cleaning is considered three passes or less using high-velocity hydraulic equipment capable of pumping 80 gpm up to 2,000 psi. Heavy cleaning shall be considered all cleaning other than normal cleaning but does not include mechanical cleaning with bucket machines and winches. Heavy cleaning will be charged at a negotiated hourly rate.

#### 2. ASSUMPTIONS:

- a. Structure has passed a vacuum test prior to NWM's notice to proceed.
- b. Customer will provide free access to the work site which will be adequate for NWM's equipment (within 75 feet from the structure). NWM reserves the right to charge Customer if additional mobilizations are required if access is not available.
- c. Customer will provide water for cleaning and access to hydrant and hydrant meter.
- d. Customer will provide environmentally responsible disposal site.
- e. Customer will obtain all necessary permits.
- f. Pricing is subject to change 30 days from the date of the proposal.
- g. There are no hazardous materials present in the project area.
- h. Customer will provide the project plans and specifications prior to the start of work.



## Terms and Conditions

1. **General Conditions:** These general terms and conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Customer. Customer's signature and return of the proposal as presented, or Customer's authorization of Contractor to commence the work, shall constitute acceptance of all of its terms and conditions.

2. **Warranty:** Contractor warrants that its work will be free from defects caused by faulty workmanship for a period of twelve months after substantial completion of the work. Any warranty claim must be presented in writing to Contractor within 12 months after the substantial completion of Contractor's work, or the claim shall be waived.

3. **Terms of Payment:** Unless otherwise noted, payments are due within thirty days from the submission to Customer of an invoice. A "late payment" charge of one and one-half percent (1½ %) per month or the maximum legal interest rate, whichever is greater, will be made on all monies past due and shall be paid immediately.

4. **Customer Responsibilities:** Customer will provide mechanical services. Operation and control of Customer's equipment is the Customer's responsibility. If Contractor's work is interrupted due to circumstances caused or allowed by Customer and of which Contractor was not apprised prior to starting the work, an hourly fee will be charged.

5. **Pre-existing Conditions:** The Contractor is not responsible for liability, loss or expense (including damage caused by the backup of basement sewers) caused by pre-existing conditions, including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customer is responsible for loss of service equipment caused by the pre-existing condition at the job site.

6. **Environmental Conditions:** The debris is represented to Contractor to be non-hazardous, requiring no manifesting or special permitting. The Customer will be responsible for any additional costs or claims associated with the treatment, storage, disposal of the removed debris, or breach of the above representation, at any time during or after the completion of this project. Notwithstanding anything herein to the contrary, when the Work includes removal of industrial waste, Customer represents and warrants it holds clear title to all waste debris or other materials Contractor may handle, process or transport and Customer agrees to supply all necessary manifests or permits and Customer shall indemnify Contractor for liability, loss and expense caused by discharge, escape, release of liquids, gases or any other material contaminant or pollutant into the atmosphere or into or onto land, water or property, except to the extent such liability, loss and expense is caused by Contractor's negligence.

7. **Indemnification:** The Customer and Contractor will each indemnify the other in proportion to relative fault for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement. The Customer also will indemnify Contractor for liability, loss and expense resulting from Contractor services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer. Where the Customer provides labor for the Contractor, the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to those laborers not provided by the Contractor.

8. **Entire Agreement:** This proposal together with any written documents which may be incorporated by specific references

herein, constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by Contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition or provision hereof.

9. **Performance Dates:** The performance schedule, if stated in the proposal, is approximate and is not guaranteed by Contractor. Contractor shall not be liable for delays in the progress of the Work due to acts of government, acts of God, adverse weather, war, riot, labor disputes, civil insurrection or any other causes beyond Contractor's reasonable control, and the date of performance shall be adjusted for any such delays. Further, Contractor shall not be responsible for delays in the project caused by the failure of material/equipment suppliers to deliver material, equipment or services in the time and manner agreed upon or in the time and manner anticipated.

10. **Scope Limitations:** Any material, equipment, structure or service item that is not explicitly a part of this Contract is specifically excluded from Contractor's Work.

11. **Contract Amendments:** The following contract amendment procedure is to be used for work performed for the Customer by Contractor, which is beyond the scope of the proposal. (a) As change order items are identified and before any work is done, Contractor and the Customer will review and agree on the work to be performed; (b) A contract amendment or change order will be completed with regard to scope and price and any schedule impact. All parties involved will sign the contract amendment or change order; and (c) Contractor will perform the work and bill the Customer. For time and materials work, back-up documentation will be provided.

12. **Limitation of Liability:** In no event shall Contractor be liable for any indirect, special or consequential loss or damage arising out of any work performed for Customer. To the fullest extent permitted by law, the total liability, in the aggregate, of Contractor to Customer or anyone claiming by or through Customer, for any and all liabilities, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Contractor's services, the Project, or the Proposal, from any cause or causes whatsoever, including without limitation, negligence, strict liability, indemnity, warranty, or breach of contract, shall not exceed the Contract Amount. The Contractor is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services. Customer and Contractor waive all rights of subrogation for claims covered by the parties' insurance.

13. **Attorney's Fees:** The prevailing party in any dispute between Contractor and Customer shall be entitled to receive attorneys' fees, court costs and other legal fees from the non-prevailing party. NWM shall be entitled to collect reasonable attorney's fees incurred to collect any "late payments".

14. NOTICE TO OWNER FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

**MEETING DATE:** 06/04/2024

**PRESENTER:** Clark A. Davis Jr., Assistant Director of Transportation & Mobility

**TITLE:** Award construction contract to Klutz Construction, LLC for the Dry Branch Channel Slope Reconstruction Project in the amount not to exceed \$672,774.00

**REVIEWING COMMITTEE:** (Reviewed by the City Council Development Committee on 05/21/2024)

**SUMMARY:**

<u>Vendor Name</u>	<u>Annual Cost</u>	<u>Total Cost</u>
Klutz Construction, LLC		672,774.00

**PURPOSE OF REQUEST:**

Due to severe buckling and cracking concrete in the Dry Branch Channel Slope, City Council, on September 21, 2021, approved the contract for Cobb, Fendley & Associates to provide professional engineering service for the Dry Branch Channel Slope Reconstruction Project that includes Design, Bidding, Construction, Topographic Survey and Boundary Survey/Temporary Construction Easement. As part of the Bidding Services, Cobb & Fendley evaluated the results of Request for Bid (RFB)#24089 dated April 03, 2024, to seek the appropriate contractor for this project.

Notice of Bid#24089 was advertised on the Fort Worth Star Telegram and Planet Bids; it was sent to 150 vendors, 97 of which are Historically Underutilized Business (HUB)/Minority Women Business Enterprise (MWBE) and 1 local vendor. Only 4 bids were received of which 2 are MBE (Minority Business Enterprise) and 1 local vendor.

The low bid was submitted by Klutz Construction, LLC in the amount of \$672,774.00 for the base bid. A bid bond was submitted for 5% of the total amount as required by the bid documents.

On the recommendation of Cobb, Fendley & Associates, the City awards the Dry Branch Channel Slope Reconstruction Project to Klutz Construction, LLC in the amount not to exceed \$672,774.00 based upon the evaluation of their bid and reference checks.

**PROCUREMENT DETAILS:**

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

Local Vendor  MBE Vendor

Number of Responses: 4 RFP/RFB #: 24089

Selection Details:  Low Bid  Best Value

**FINANCIAL CONSIDERATION:**

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	Stormwater Drainage CIP Fund
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If Capital Improvement:					
Total Project Budget	\$876,775	Proposed New Funding:	\$0.00	Remaining Funding:	\$204,001

**ATTACHMENTS / SUPPORTING DOCUMENTS:**

- 1- Bid Summary
- 2- Award Recommendation Letter from Cobb, Fendley & Associates



**Bid Tabulation**  
**Repair: Dry Branch Channel**  
**RFB 24089**

Item	Item Code	Description	Quantity	Unit of Measure	Klutz Construction, LLC		McMahon Contracting		Capko Concrete Structures LLC		Urban Infraconstruction	
					Kennedale, TX		Grand Prairie, TX		Azle, TX		Irving, TX	
					Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	DB.1	Site Preparation, including mobilization and permits, clearing, removals, disposal, Trash, and Temporary Construction Fence, maintenance, and all incidentals, all work fully performed as per specifications.	1	LS	\$24,200.00	\$24,200.00	\$75,623.00	\$75,623.00	\$50,000.00	\$50,000.00	\$150,000.00	\$150,000.00
2	DB.2	Joint SWPPP and Erosion Control, including specifications, furnish and install complete with NOI and NOT submittals and permitting, including type II rock filter dams, construction exit, silt fence, all work fully performed and maintained as per specifications.	1	LS	\$9,400.00	\$9,400.00	\$6,410.88	\$6,410.88	\$13,000.00	\$13,000.00	\$20,000.00	\$20,000.00
3	DB.3	Barricading and Traffic Control, including Traffic Control Plan, all materials, labor, permits, appurtenances, maintenance and all incidentals, complete in place, all work fully performed and maintained as per specifications.	1	LS	\$5,900.00	\$5,900.00	\$9,059.78	\$9,059.78	\$10,000.00	\$10,000.00	\$50,000.00	\$50,000.00
4	DB.4	Unclassified Slope Excavation, of all material removed on slopes to construct slope stabilization structures, including all materials, equipment, labor, permits, appurtenances, maintenance and all incidentals required, all work fully performed as per specifications..	270	CY	\$169.00	\$45,630.00	\$40.94	\$11,053.80	\$50.00	\$13,500.00	\$100.00	\$27,000.00
5	DB.5	Remove 6" Reinforced Concrete Channel (at Headwall), furnish materials, labor, and equipment, complete in place as per details and specifications.	53	SY	\$50.00	\$2,650.00	\$27.01	\$1,431.53	\$300.00	\$15,900.00	\$115.00	\$6,095.00
6	DB.6	Full Depth Sawcut of Concrete Channel Slope, furnish materials, labor, and equipment, complete in place as per details and specifications.	607	LF	\$3.00	\$1,821.00	\$8.08	\$4,904.56	\$20.00	\$12,140.00	\$10.00	\$6,070.00
7	DB.7	Remove 6" Reinforced Concrete Channel Slope, furnish materials, labor, and equipment, complete in place, all work fully performed as per plans and specifications.	1616	SY	\$28.00	\$45,248.00	\$26.79	\$43,292.64	\$36.00	\$58,176.00	\$115.00	\$185,840.00
8	DB.8	Install Compacted Earth Slope Fill, select fill to be used as necessary for slope repair for sidewalks, flumes, concrete walls and channel work, including delivery, placement, and all associated labor, work fully performed as per details and specifications.	270	CY	\$120.00	\$32,400.00	\$47.21	\$12,746.70	\$200.00	\$54,000.00	\$250.00	\$67,500.00
9	DB.9	6" Reinforced Concrete Channel Slope, furnish materials, labor, and equipment, complete in place as per details and specifications.	1616	SY	\$145.00	\$234,320.00	\$203.93	\$329,550.88	\$231.00	\$373,296.00	\$325.00	\$525,200.00
10	DB.10	6" Diameter Perforated Drain Pipe Wrapped with Filter Fabric, furnish materials, labor, and equipment, complete in place, work fully performed as per details and specifications.	563	LF	\$69.00	\$38,847.00	\$44.83	\$25,239.29	\$40.00	\$22,520.00	\$10.00	\$5,630.00
11	DB.11	3" Diameter PVC Weep Hole Drains @ 20 ft Centers, furnish materials, labor, and equipment, complete in place, work fully performed as per details and specifications.	112	LF	\$68.00	\$7,616.00	\$8.20	\$918.40	\$20.00	\$2,240.00	\$10.00	\$1,120.00
12	DB.12	Filter Material for Drain Pipes, furnish materials, labor, and equipment, complete in place, work fully performed as per details and specifications.	113	CY	\$75.00	\$8,475.00	\$142.89	\$16,146.57	\$140.00	\$15,820.00	\$100.00	\$11,300.00
13	DB.13	4' X 8" Toe Walls Top and Bottom of Slope, furnish materials, labor, and equipment, complete in place, work fully performed as per details and specifications.	111	CY	\$850.00	\$94,350.00	\$875.17	\$97,143.87	\$400.00	\$44,400.00	\$825.00	\$91,575.00
14	DB.14	Slurry Grout Allowance, furnish materials, labor, and equipment, complete in place, work fully performed as per details and specifications.	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
15	DB.15	Double TxDOT Headwall w/ 2 - 30 LF, Class III, 36" RCP, furnish materials, labor, and equipment, complete in place, work fully performed as per details and specifications.	1	LS	\$50,310.00	\$50,310.00	\$28,314.64	\$28,314.64	\$32,000.00	\$32,000.00	\$45,230.00	\$45,230.00
16	DB.16	6" Reinforced Concrete Channel (at Headwall), furnish materials, labor, and equipment, complete in place, work fully performed as per details and specifications.	53	SY	\$145.00	\$7,685.00	\$168.91	\$8,952.23	\$230.00	\$12,190.00	\$325.00	\$17,225.00
17	DB.17	24" Class III RCP, furnish materials, labor, and equipment, complete in place, work fully performed as per details and specifications.	14	LF	\$355.00	\$4,970.00	\$157.91	\$2,210.74	\$280.00	\$3,920.00	\$250.00	\$3,500.00
18	DB.18	Divert Channel Water Flow around project site, furnish materials, labor, and equipment, complete in place as per plans and specifications.	1	LS	\$7,400.00	\$7,400.00	\$32,092.53	\$32,092.53	\$5,000.00	\$5,000.00	\$100,000.00	\$100,000.00
19	DB.19	Install Solid Block Bermuda Sod for Disturbed Areas, furnish materials, labor, maintenance, watering and equipment, complete in place, work fully performed and maintained as per details and specifications.	1150	SY	\$11.00	\$12,650.00	\$10.43	\$11,994.50	\$20.00	\$23,000.00	\$15.00	\$17,250.00
20	DB.20	6' Chain Link Fence, furnish materials, labor, and equipment, complete in place, work fully performed as per details and specifications.	563	LF	\$54.00	\$30,402.00	\$54.42	\$30,638.46	\$30.00	\$16,890.00	\$55.00	\$30,965.00
21	DB.21	Landscape Irrigation Restoration Allowance, furnish materials, labor, and equipment, complete in place as per details and specifications.	1	LS	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
<b>Subtotal</b>						<b>\$672,774.00</b>		<b>\$756,225.00</b>		<b>\$786,492.00</b>		<b>\$1,370,000.00</b>

April 29, 2024

Mr. Antonio Lazo  
Concrete Operations Supervisor  
City of Grand Prairie  
1821 South SH 161  
Grand Prairie, Texas 75050

RE: **Repair: Dry Branch Channel**  
**Bid No. 24089**

Dear Mr. Lazo,

Bids were received for the above referenced project on Wednesday, April 3, 2024 at 10:00 am. Four bids were received; the contractors provided the required bidding materials and their bids were received and read aloud.

The project base bid consists of removing and replacing +/- 1616 SY of reinforced concrete channel side slope; removing +/- 53 SY of reinforced concrete channel (at headwall) and RCP storm drain; installation of new concrete channel and two 36" RCP storm drain pipes; installation of 14 LF of 24" RCP; installation of solid block Bermuda sod; and the removal and replacement of +/- 563 LF of chain link fence. All disturbed areas will be resodded.

The low bid was submitted by Klutz Construction, LLC of Kennedale, Texas in the amount of \$672,774.00 for the Base Bid. A bid bond was submitted for 5% of the total amount as required by the bid documents. We recommend award of the project to Klutz Construction, LLC in the amount of \$672,774.00 based upon the evaluation of their bid and the reference checks. The contract documents require that this project be completed within 150 consecutive calendar days after the issuance of the Notice to Proceed.

The Contractor shall commence work after the execution of all contract and bond forms, receipt of insurance certificates and issuance of a Notice to Proceed. A preconstruction conference shall be conducted with the contractor, City of Grand Prairie personnel, and our engineers. If you have any questions on this matter, please feel free to contact me at (972) 335-3214.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.



Michael Duval, P.E.  
Senior Project Manager



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

**MEETING DATE:** 06/04/2024

**PRESENTER:** Caryl DeVries, P.E., PTOE, Director of Transportation & Mobility

**TITLE:** 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

**REVIEWING COMMITTEE:** (Reviewed by the City Council Development Committee on 05/21/2024)

**SUMMARY:**

<i>Vendor Name</i>	<i>Total Cost</i>
Kimley-Horn and Associates, Inc	\$131,605

**PURPOSE OF REQUEST:**

The City desires 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.

Request for qualifications #24042 was advertised in the Fort Worth Star-Telegram and Planet Bids. A total of 3 responses came back. The city evaluated each of the 3 vendors and Kimley-Horn and Associates, Inc. came back with the highest qualifying score.

The professional services are not to exceed a total of \$131,605.

**PROCUREMENT DETAILS:**

Procurement Method:  Cooperative/Interlocal  Request for Qualifications  Sole Source   
 Professional Services  Exempt  
 Number of Responses:3 Request for Qualifications #:24042  
 Selection Details:  Low Bid  Best Value

**FINANCIAL CONSIDERATION:**

Budgeted?	<input type="checkbox"/>	Fund Name:	Grant Fund
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**ATTACHMENTS / SUPPORTING DOCUMENTS:**

- 1- SH 161 Local Let ITS Project Scorecard

SH161 Local Lets ITS Project

RFQ #24042

SCORECARD



Evaluation Criteria	Maximum Score	Iteris	Kimley Horn	Halff Associates
		West Lake Hills, TX	Richardson, TX	Richardson, TX
		Score	Score	Score
Qualification and previous related experience of key personnel assigned to this project	30.00	22.00	29.00	23.50
Proven track record in the Intelligent Transportation System (ITS) industry	20.00	15.33	18.67	13.33
Knowledge of Center-to-Center communication software and TxDOT CCTV Subsystem	20.00	14.67	17.33	13.33
Team's Project Understanding and methodology	30.00	20.00	27.00	20.00
<b>Total</b>	<b>100.00</b>	<b>72.00</b>	<b>92.00</b>	<b>70.17</b>





## CITY OF GRAND PRAIRIE COMMUNICATION

**MEETING DATE:** 06/04/2024

**PRESENTER:** Caryl DeVries, P.E., PTOE, Director of Transportation and Mobility

**TITLE:** 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

**REVIEWING COMMITTEE:** (Reviewed by the City Council Development Committee on 05/21/2024)

### **SUMMARY:**

<i>Vendor Name</i>	<i>Annual Cost</i>	<i>Total Cost</i>
Rembert Concrete & Construction	\$1,021,000.00	\$5,105,000.00
Legacy Ready Mix	\$1,050,000.00	\$5,250,000.00

### **PURPOSE OF REQUEST:**

Notice of Bid# 24122 was advertised in the Fort Worth Telegram and Planet Bids. It was sent to 280 Historically Underutilized Businesses (HUBs) and six local vendors. Two vendors responded with Rembert Concrete and Construction being the lowest bidder at up to \$1,021,000 annually followed by Legacy Ready Mix at up to \$1,050,000 annually.

This contract will be utilized to purchase ready mix concrete for street pavement repairs and improvements. Primary award is to Rembert Concrete and Construction with up to four additional one-year renewal periods totaling up to \$5,105,000 if all extensions are exercised. Secondary award is to Legacy Ready Mix with up to four additional one-year renewal periods totaling up to \$5,250,000 if all extensions are exercised and is to be used only if the primary contractor is unable to fulfill the needs of the city.

### **EXPENDITURE HISTORY**

<i>Effective Date</i>	<i>Amount</i>	<i>Purchase Order #</i>	<i>Vendor</i>
12/01/21-11/30/2022	\$111,082.50	PO#1271	Redi-Mix LLC
02/21/2023-01/31/2024	\$134,462.50	PO#1271	Redi-Mix LLC
02/21/2024-07/31/2024	\$96,385.50	PO#1414	Smyrna Ready Mix Concrete LLC

**PROCUREMENT DETAILS:**

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

Local Vendor  HUB Vendor

Number of Responses: 2 RFP/RFB #: 24122

Selection Details:  Low Bid  Best Value

**FINANCIAL CONSIDERATION:**

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

1- Bid Summary

TITLE  
RFB #24122  
TABULATION

				Rembert Concrete & Construction Flower Mound, TX		Legacy Ready Mix Irving, TX	
Item	Description	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price
1	4500 psi	5,000	CY	\$177.00	\$885,000.00	\$180.00	\$900,000.00
2	Flowable Fill (alternate)	200	CY	\$154.00	\$30,800.00	\$125.00	\$25,000.00
3	Grout 3000 psi	200	CY	\$181.00	\$36,200.00	\$155.00	\$31,000.00
4	Short Load Fee (load less than 6 cy)	100	EA	\$150.00	\$15,000.00	\$150.00	\$15,000.00
5	Site Fresh (Retarder)	25,000	EA	\$2.00	\$50,000.00	\$3.00	\$75,000.00
6	Miscellaneous Charges Not to Exceed	1	EA	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
<b>Total</b>					<b>\$ 1,021,000.00</b>		<b>\$1,050,000.00</b>



## CITY OF GRAND PRAIRIE COMMUNICATION

**MEETING DATE:** 06/04/2024

**PRESENTER:** Caryl DeVries, P.E., PTOE, Director of Transportation and Mobility

**TITLE:** 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

**REVIEWING COMMITTEE:** (Reviewed by the City Council Development Committee on 05/21/2024)

### **SUMMARY:**

<i>Vendor Name</i>	<i>Total Cost</i>
Florida Traffic Control Devices	\$1,240,958.98

### **PURPOSE OF REQUEST:**

This agreement is 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.

Notice of bid #24103 was advertised in the Fort Worth Star-Telegram and Planet Bids; it was distributed to 54 vendors including 22 HUB/MWBE and 4 local vendors. Three bids were received as shown in attachment A.

From the three responses received, Florida Traffic Control Devices came back as lowest bid for a total of \$1,240,958.98.

### **PROCUREMENT DETAILS:**

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

Local Vendor  HUB Vendor

Number of Responses: 3

RFB #: 24103

Selection Details:  Low Bid  Best Value

**FINANCIAL CONSIDERATION:**

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	Streets CIP Fund
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If Capital Improvement:					
Total Project Budget	\$1,500,700	Proposed New Funding:	\$0	Remaining Funding:	\$259,741.02

**ATTACHMENTS / SUPPORTING DOCUMENTS:**

1- Bid Tabulation

Traffic Signal Improvements at Arlington Webb Britton Road and England Parkway, AND AT Bardin Road and Sgt. Greg Hunter Lane

Item 16.

RFB 24103  
TABULATION

Item	Description	QTY	UOM	MWBE				Local	
				Florida Traffic Control Devices		EAR Telecommunications, LLC		Durable Specialties, Inc	
				Houston, TX	Manor, TX	Grand Prairie, TX	Unit Price	Extended Price	Unit Price
1	REMOVING CONC (MEDIANS)	14	SY	\$75.76	\$1,060.64	\$90.00	\$1,260.00	\$80.00	\$1,120.00
2	REMOVING CONC (CURB OR CURB & GUTTER)	302	LF	\$101.02	\$30,508.04	\$20.00	\$6,040.00	\$100.00	\$30,200.00
3	REMOVING CONC (SIDEWALK OR RAMP)	174	SY	\$75.76	\$13,182.24	\$90.00	\$15,660.00	\$80.00	\$13,920.00
4	EXCAVATION (ROADWAY)	65	CY	\$126.27	\$8,207.55	\$75.00	\$4,875.00	\$130.00	\$8,450.00
5	DRILL SHAFT (TRF SIG POLE) (30 IN)	44	LF	\$641.25	\$28,215.00	\$400.00	\$17,600.00	\$775.00	\$34,100.00
6	DRILL SHAFT (TRF SIG POLE) (36 IN)	78	LF	\$696.51	\$54,327.78	\$450.00	\$35,100.00	\$950.00	\$74,100.00
7	MOBILIZATION	1	LS	\$50,963.67	\$50,963.67	\$100,000.00	\$100,000.00	\$64,000.00	\$64,000.00
8	BARRICADES, SIGNS AND TRAFFIC HANDLING	6	MO	\$2,471.65	\$14,829.90	\$5,500.00	\$33,000.00	\$6,800.00	\$40,800.00
9	CONC CURB & GUTTER (TY II)	108	LF	\$121.22	\$13,091.76	\$70.00	\$7,560.00	\$125.00	\$13,500.00
10	CONC SIDEWALKS (4")	183	SY	\$151.53	\$27,729.99	\$150.00	\$27,450.00	\$155.00	\$28,365.00
11	CURB RAMPS (TY 7)	12	EA	\$3,788.13	\$45,457.56	\$4,500.00	\$54,000.00	\$4,000.00	\$48,000.00
12	CONDT (PVC) (SCH 40) (2")	522	LF	\$14.13	\$7,375.86	\$20.00	\$10,440.00	\$30.00	\$15,660.00
13	CONDT (PVC) (SCH 40) (2") (BORE)	50	LF	\$36.51	\$1,825.50	\$25.00	\$1,250.00	\$62.00	\$3,100.00
14	CONDT (PVC) (SCH 40) (3")	240	LF	\$18.93	\$4,543.20	\$30.00	\$7,200.00	\$32.00	\$7,680.00
15	CONDT (PVC) (SCH 40) (4")	405	LF	\$20.83	\$8,436.15	\$35.00	\$14,175.00	\$35.00	\$14,175.00
16	CONDT (PVC) (SCH 40) (4")(BORE)	995	LF	\$50.83	\$50,575.85	\$45.00	\$44,775.00	\$70.00	\$69,650.00
17	CONDT (HDPE) (1-1/4") (BORE)	7,920	LF	\$34.26	\$271,339.20	\$15.00	\$118,800.00	\$64.00	\$506,880.00
18	ELEC CONDR (NO. 8) INSULATED	4,810	LF	\$1.62	\$7,792.20	\$3.25	\$15,632.50	\$3.00	\$14,430.00
19	ELEC CONDR (NO.6) BARE	2,045	LF	\$1.52	\$3,108.40	\$3.50	\$7,157.50	\$4.00	\$8,180.00
20	ELEC CONDR (NO. 6) INSULATED	560	LF	\$1.90	\$1,064.00	\$3.50	\$1,960.00	\$4.00	\$2,240.00
21	GROUND BOX TY D (162922) W/APRON	15	EA	\$1,598.82	\$23,982.30	\$1,500.00	\$22,500.00	\$2,950.00	\$44,250.00
22	ELC SRVTY D 120/240 070 (NS) SS (E) PS (U)	2	EA	\$9,386.96	\$18,773.92	\$9,500.00	\$19,000.00	\$10,500.00	\$21,000.00
23	REFL PAV MRK TY I (W) 6" (DOT) (100MIL)	190	LF	\$2.53	\$480.70	\$3.80	\$722.00	\$1.50	\$285.00
24	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	365	LF	\$2.84	\$1,036.60	\$4.80	\$1,752.00	\$2.00	\$730.00
25	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	600	LF	\$3.79	\$2,274.00	\$7.20	\$4,320.00	\$5.00	\$3,000.00
26	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	265	LF	\$6.31	\$1,672.15	\$14.33	\$3,797.45	\$10.00	\$2,650.00
27	REFL PAV MRK TY I (W) (ARROW) (100MIL)	8	EA	\$220.97	\$1,767.76	\$585.00	\$4,680.00	\$230.00	\$1,840.00
28	REFL PAV MRK TY I (W) (DBL ARROW) (100MIL)	2	EA	\$2.53	\$5.06	\$1,170.00	\$2,340.00	\$418.00	\$836.00
29	REFL PAV MRK TY I (Y) 4"(SLD) (100MIL)	585	LF	\$2.34	\$1,368.90	\$2.25	\$1,316.25	\$1.00	\$585.00
30	REFL PAV MRK TY II (W) 4" (SLD)	400	LF	\$1.65	\$660.00	\$1.15	\$460.00	\$0.15	\$60.00
31	REFL PAV MRK TY II (W) 6" (DOT)	190	LF	\$1.70	\$323.00	\$1.95	\$370.50	\$0.20	\$38.00
32	REFL PAV MRK TY II (W) 8" (SLD)	365	LF	\$1.77	\$646.05	\$2.40	\$876.00	\$0.30	\$109.50
33	REFL PAV MRK TY II (W) 12" (SLD)	600	LF	\$2.18	\$1,308.00	\$3.60	\$2,160.00	\$1.50	\$900.00
34	REFL PAV MRK TY II (W) 24" (SLD)	265	LF	\$4.10	\$1,086.50	\$7.15	\$1,894.75	\$3.00	\$795.00
35	REFL PAV MRK TY II (W) (ARROW)	8	EA	\$189.41	\$1,515.28	\$145.00	\$1,160.00	\$20.00	\$160.00
36	REFL PAV MRK TY II (W) (DBL ARROW)	2	EA	\$202.03	\$404.06	\$290.00	\$580.00	\$40.00	\$80.00
37	REFL PAV MRK TY II (Y) 4" (SLD)	585	LF	\$1.68	\$982.80	\$2.25	\$1,316.25	\$0.10	\$58.50
38	REFL PAV MRKR TY II-A-A	16	EA	\$6.31	\$100.96	\$11.00	\$176.00	\$5.00	\$80.00
39	REFL PAV MRKR TY II-C-R	20	EA	\$6.31	\$126.20	\$11.00	\$220.00	\$5.00	\$100.00
40	ELIM EXT PAV MRK & MRKS (4")	588	LF	\$0.54	\$317.52	\$1.80	\$1,058.40	\$1.00	\$588.00
41	ELIM EXT PAV MRK & MRKS (6")	260	LF	\$0.58	\$150.80	\$2.25	\$585.00	\$1.50	\$390.00
42	ELIM EXT PAV MRK & MRKS (8")	170	LF	\$0.62	\$105.40	\$2.70	\$459.00	\$2.00	\$340.00
43	ELIM EXT PAV MRK & MRKS (12")	470	LF	\$0.71	\$333.70	\$3.60	\$1,692.00	\$2.50	\$1,175.00
44	ELIM EXT PAV MRK & MRKS (24")	181	LF	\$0.77	\$139.37	\$1.80	\$325.80	\$50.00	\$9,050.00
45	PAV SURF PREP FOR MRK (4")	985	LF	\$0.38	\$374.30	\$1.80	\$1,773.00	\$0.10	\$98.50
46	PAV SURF PREP FOR MRK (6")	190	LF	\$0.40	\$76.00	\$2.25	\$427.50	\$0.10	\$19.00
47	PAV SURF PREP FOR MRK (8")	365	LF	\$0.47	\$171.55	\$2.70	\$985.50	\$0.15	\$54.75
48	PAV SURF PREP FOR MRK (12")	600	LF	\$0.57	\$342.00	\$3.60	\$2,160.00	\$0.50	\$300.00
49	PAV SURF PREP FOR MRK (24")	265	LF	\$0.63	\$166.95	\$7.20	\$1,908.00	\$1.00	\$265.00
50	PAV SURF PREP FOR MRK (ARROW)	8	EA	\$18.94	\$151.52	\$90.00	\$720.00	\$14.00	\$112.00
51	PAV SURF PREP FOR MRK (DBL ARROW)	2	EA	\$18.94	\$37.88	\$180.00	\$360.00	\$28.00	\$56.00
52	INSTALL HWY TRF SIG (ISOLATED)	2	EA	\$8,556.25	\$17,112.50	\$44,000.00	\$88,000.00	\$30,000.00	\$60,000.00
53	VEH SIG SEC (12") LED (GRN)	20	EA	\$282.90	\$5,658.00	\$430.00	\$8,600.00	\$700.00	\$14,000.00

54	VEH SIG SEC (12") LED (GRN ARW)	12	EA	\$298.05	\$3,576.60	\$430.00	\$5,160.00	\$700.00	\$8,400.00
55	VEH SIG SEC (12") LED (YEL)	20	EA	\$282.90	\$5,658.00	\$430.00	\$8,600.00	\$700.00	\$14,000.00
56	VEH SIG SEC (12") LED (YEL ARW)	15	EA	\$287.95	\$4,319.25	\$430.00	\$6,450.00	\$700.00	\$10,500.00
57	VEH SIG SEC (12") LED (RED)	22	EA	\$282.90	\$6,223.80	\$430.00	\$9,460.00	\$700.00	\$15,400.00
58	VEH SIG SEC (12") LED (RED ARW)	10	EA	\$287.95	\$2,879.50	\$430.00	\$4,300.00	\$700.00	\$7,000.00
59	PED SIG SEC (LED) (COUNTDOWN)	14	EA	\$680.73	\$9,530.22	\$1,000.00	\$14,000.00	\$1,600.00	\$22,400.00
60	BACKPLATE W/REF BRDR (3 SEC) (VENT) ALUM	19	EA	\$264.87	\$5,032.53	\$130.00	\$2,470.00	\$250.00	\$4,750.00
61	BACKPLATE W/REF BRDR (4 SEC) (VENT) ALUM	2	EA	\$279.11	\$558.22	\$200.00	\$400.00	\$265.00	\$530.00
62	BACKPLATE W/REF BRDR (5 SEC) (VENT) ALUM	6	EA	\$303.10	\$1,818.60	\$210.00	\$1,260.00	\$280.00	\$1,680.00
63	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	1375	LF	\$1.98	\$2,722.50	\$3.75	\$5,156.25	\$3.00	\$4,125.00
64	TRF SIG CBL (TY A) (14 AWG) (7 CONDR)	380	LF	\$2.51	\$953.80	\$4.00	\$1,520.00	\$3.00	\$1,140.00
65	TRF SIG CBL (TY A) (14 AWG) (10 CONDR)	505	LF	\$3.17	\$1,600.85	\$5.00	\$2,525.00	\$6.00	\$3,030.00
66	TRF SIG CBL (TY A) (14 AWG) (20 CONDR)	1120	LF	\$5.44	\$6,092.80	\$7.75	\$8,680.00	\$9.00	\$10,080.00
67	TRF SIG CBL (TY C) (12 AWG) (2 CONDR)	2540	LF	\$1.77	\$4,495.80	\$3.75	\$9,525.00	\$3.00	\$7,620.00
68	INS TRF SIG PL AM (S)1 ARM(28')LUM	1	EA	\$12,352.80	\$12,352.80	\$14,650.00	\$14,650.00	\$16,200.00	\$16,200.00
69	INS TRF SIG PL AM(S)1 ARM(32')LUM	3	EA	\$13,203.86	\$39,611.58	\$15,500.00	\$46,500.00	\$17,600.00	\$52,800.00
70	INS TRF SIG PL AM(S)1 ARM(36')LUM	2	EA	\$15,365.62	\$30,731.24	\$17,000.00	\$34,000.00	\$18,600.00	\$37,200.00
71	INS TRF SIG PL AM(S)1 ARM(40')LUM	1	EA	\$14,556.60	\$14,556.60	\$17,850.00	\$17,850.00	\$19,700.00	\$19,700.00
72	INS TRF SIG PL AM(S)1 ARM(44')LUM	3	EA	\$16,193.07	\$48,579.21	\$18,250.00	\$54,750.00	\$20,400.00	\$61,200.00
73	PED POLE ASSEMBLY	8	EA	\$3,874.67	\$30,997.36	\$3,300.00	\$26,400.00	\$6,200.00	\$49,600.00
74	PED DETECT PUSH BUTTON (APS)	14	EA	\$1,078.73	\$15,102.22	\$1,250.00	\$17,500.00	\$1,400.00	\$19,600.00
75	PED DETECTOR CONTROLLER UNIT	2	EA	\$3,735.76	\$7,471.52	\$3,900.00	\$7,800.00	\$5,500.00	\$11,000.00
76	TREE REMOVAL (18" - 24" DIA)	2	EA	\$3,535.58	\$7,071.16	\$4,000.00	\$8,000.00	\$3,000.00	\$6,000.00
77	FIBER OPTIC CBL (SNGLE-MODE) (48 FIBER)	2015	LF	\$5.65	\$11,384.75	\$5.00	\$10,075.00	\$12.00	\$24,180.00
78	FIBER OPTIC PATCH PANEL (12 POSITION)	1	EA	\$689.91	\$689.91	\$585.00	\$585.00	\$3,000.00	\$3,000.00
79	FO SPLICE ENCLOSURE (TYPE 1)	2	EA	\$431.44	\$862.88	\$1,000.00	\$2,000.00	\$4,500.00	\$9,000.00
80	FIBER OPTIC FUSION SPLICE	8	EA	\$72.32	\$578.56	\$50.00	\$400.00	\$150.00	\$1,200.00
81	CCTV FIELD EQUIPMENT (DIGITAL)	3	EA	\$7,733.23	\$23,199.69	\$9,500.00	\$28,500.00	\$8,500.00	\$25,500.00
82	CCTV MOUNT (POLE)	3	EA	\$430.68	\$1,292.04	\$500.00	\$1,500.00	\$950.00	\$2,850.00
83	BBU SYSTEM (EXTERNAL BATT CABINET)	2	EA	\$8,138.36	\$16,276.72	\$10,500.00	\$21,000.00	\$9,500.00	\$19,000.00
84	ITS RADIO (DUAL) (5 GHZ/5 GHZ)-C-U	1	EA	\$6,907.37	\$6,907.37	\$9,500.00	\$9,500.00	\$6,000.00	\$6,000.00
85	ITS GND BOX (PCAST) TY 2 (366036)	1	EA	\$4,893.20	\$4,893.20	\$10,800.00	\$10,800.00	\$9,000.00	\$9,000.00
86	ITS GND BOX (POLY) TY 1 (243624 )W/APRN	2	EA	\$3,841.11	\$7,682.22	\$7,500.00	\$15,000.00	\$5,500.00	\$11,000.00
87	RVDS (PRESENCE DETECTION ONLY)	10	EA	\$9,041.90	\$90,419.00	\$12,500.00	\$125,000.00	\$10,800.00	\$108,000.00
88	FURNISH AND INSTALL OPTICOM SYSTEM	2	LS	\$11,313.33	\$22,626.66	\$17,500.00	\$35,000.00	\$16,500.00	\$33,000.00
89	CONCRETE PAVING 12"	190	SY	\$220.97	\$41,984.30	\$300.00	\$57,000.00	\$230.00	\$43,700.00
90	MONO CURB TY II	142	LF	\$121.22	\$17,213.24	\$70.00	\$9,940.00	\$30.00	\$4,260.00
91	CONCRETE FOUNDATION REMOVAL	0.23	CY	\$3,156.77	\$726.06	\$450.00	\$103.50	\$13,500.00	\$3,105.00
92	IRRIGATION ALLOWANCE	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
				<b>Total</b>	<b>\$1,240,958.98</b>		<b>\$1,340,990.15</b>		<b>\$1,854,305.25</b>





**CITY OF GRAND PRAIRIE  
COMMUNICATION**

**MEETING DATE:** 06/04/2024

**PRESENTER:** Lee Harriss, Special District Administrator, Finance

**TITLE:** 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)

**REVIEWING COMMITTEE:** (Approved by the Peninsula PID Advisory Board on 5/20/2024)

**SUMMARY:**

<i>Vendor Name</i>	<i>Annual Cost</i>	<i>Total Cost</i>
American Underwater Services	\$71,870	\$71,870

**PURPOSE OF REQUEST:**

The PID Board recommended that American Underwater Services be awarded a contract for wall repairs. The term extends from June 15, 2024 through May 31, 2025.

Texas Local Government Code, Chapter 252.022 (a) (9) exempts public improvement districts from competitive bidding requirements. Per that statute, the PID Advisory Board is empowered to enter into contracts such as the ones with American Underwater Services following approval by the City Council.

**FINANCIAL CONSIDERATION:**

Budgeted?	<input checked="" type="checkbox"/>	Fund Name: Peninsula	Account Unit or Activity* – 321892
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\* Provide Accounting Unit for Operating funds. Provide the Activity for CIP and Grant projects.

**ATTACHMENTS / SUPPORTING DOCUMENTS:**

- 1- Budget

**GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 8  
Peninsula  
Five Year Service Plan 2024 - 2028 BUDGET**

Income based on Assessment Rate of \$0.115 per \$100 of appraised value.  
Service Plan projects a 10% increase in assessed value per year.

<b>INCOME:</b>		Value	Assess Rate	Revenue		
<b>Appraised Value</b>		2,453,002,808	\$ 0.115	\$ 2,820,953		
<b>Description</b>	<b>Account</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
<b>Beginning Balance (Estimated)</b>		<b>\$ 121,480</b>	<b>\$ 82,231</b>	<b>\$ 85,730</b>	<b>\$ 233,786</b>	<b>\$ 480,182</b>
P.I.D. Assessment	42620	\$ 2,820,953	3,180,855	3,110,214	3,495,659	3,935,277
Developer Participation (L V)	46110	5,900	6,195	6,505	6,830	7,171
City Contribution	49780	112,521	112,521	112,521	112,521	112,521
<b>TOTAL INCOME</b>		<b>\$ 2,939,374</b>	<b>\$ 3,299,571</b>	<b>\$ 3,229,240</b>	<b>\$ 3,615,010</b>	<b>\$ 4,054,969</b>
<b>Amount Available</b>		<b>\$ 3,060,854</b>	<b>\$ 3,381,802</b>	<b>\$ 3,314,970</b>	<b>\$ 3,848,796</b>	<b>\$ 4,535,151</b>

<b>EXPENSES:</b>		<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
<b>Description</b>						
Supplies	60020	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Decorations	60132	89,005	93,455	98,128	103,034	108,186
Beautification	60490	200,000	300,000	100,000	100,000	100,000
Wall Maintenance	60776	213,000	213,000	213,000	213,000	213,000
Professional Engineering Services	61041	-	-	-	-	-
Mowing	61225	685,250	719,513	755,488	793,263	832,926
Tree Services	61226	188,500	-	-	197,925	-
Collection Service	61380	13,538	13,848	14,158	14,468	14,778
Misc.	61485	1,000	1,000	1,000	1,000	1,000
Accounting/Audit		-	-	-	-	-
Admin./Management	61510	30,030	31,532	33,108	34,763	36,502
Postage	61520	100	100	100	100	100
Banners	61601	-	-	-	-	-
Electric Power	62030	55,000	57,800	60,700	63,700	66,900
Water Utility	62035	300,000	315,000	331,000	348,000	365,000
Bldgs And Grounds Maint.	63010	2,000	2,000	2,000	2,000	2,000
Pavement Leveling	63031	21,000	22,100	23,200	24,400	25,600
Pond Maint-Dredging	63037	75,000	200,000	-	-	-
Pond Maint-Aquatic	63038	123,200	129,400	135,900	142,700	149,800
Pond Maint-Equipment	63039	45,000	47,300	49,700	52,200	54,800
Water Well Maintenance	63045	8,500	8,925	9,371	9,840	10,332
Irrigation System Maintenance	63065	210,000	220,500	231,525	243,101	255,256
Decorative Roadway Signs Maint	63115	3,500	3,500	3,500	3,500	3,500
Playgrounds/Picnic Area Maint.	63135	6,500	6,500	6,500	6,500	6,500
Decorative Lighting Maint.	63146	30,000	31,500	33,075	34,729	36,465
Property Insurance Premium	64080	6,000	6,300	6,615	6,946	7,293
Liability Insurance Premium	64090	6,000	6,300	6,615	6,946	7,293
Construction Miscellaneous	68151	-	-	-	-	-
Pond Improvement	68206	600,000	800,000	900,000	900,000	1,200,000
Fountains	68207	50,000	50,000	50,000	50,000	50,000
Street Signs	68210	-	-	-	-	-
Other Equipment	68360	-	-	-	-	-
Construction	68540	-	-	-	-	-
Irrigation Systems	68635	-	-	-	-	-
Water Wells (Tr To Wter, 5005)	90009	16,000	16,000	16,000	16,000	16,000
		-	-	-	-	-
<b>TOTAL EXPENSES</b>		<b>\$ 2,978,623</b>	<b>\$ 3,296,072</b>	<b>\$ 3,081,183</b>	<b>\$ 3,368,614</b>	<b>\$ 3,563,731</b>
<b>Ending Balance*</b>		<b>\$ 82,231</b>	<b>\$ 85,730</b>	<b>\$ 233,786</b>	<b>\$ 480,182</b>	<b>\$ 971,420</b>

**Avg. Annual Assessment by Home Value:**

Value	Yrly Assmnt.		
\$100,000	\$115		
\$200,000	\$230		
\$300,000	\$345	Avg. Property Value:	\$ 559,153
\$400,000	\$460	Avg. Property Assessment:	\$ 643
\$500,000	\$575	No. of Properties:	4,387
\$600,000	\$690		
\$700,000	\$805		

\*Future wall replacement



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

**MEETING DATE:** 06/04/2024

**PRESENTER:** Lee Harriss, Special District Administrator, Finance

**TITLE:** 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)

**REVIEWING COMMITTEE:** (Approved by the Peninsula PID Advisory Board on 5/20/2024)

**SUMMARY:**

<i>Vendor Name</i>	<i>Annual Cost</i>	<i>Total Cost</i>
Cardinal Strategies	\$80,459.26	\$80,459.26

**PURPOSE OF REQUEST:**

The PID Board recommended that Cardinal Strategies be awarded a contract for wall repairs. The term extends from June 15, 2024 through May 31, 2025.

Texas Local Government Code, Chapter 252.022 (a) (9) exempts public improvement districts from competitive bidding requirements. Per that statute, the PID Advisory Board is empowered to enter into contracts such as the ones with Cardinal Strategies following approval by the City Council.

**FINANCIAL CONSIDERATION:**

Budgeted?	<input checked="" type="checkbox"/>	Fund Name: Peninsula	Account Unit or Activity* – 321892
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\* Provide Accounting Unit for Operating funds. Provide the Activity for CIP and Grant projects.

**ATTACHMENTS / SUPPORTING DOCUMENTS:**

- 1- Budget

**GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 8  
Peninsula  
Five Year Service Plan 2024 - 2028 BUDGET**

Income based on Assessment Rate of \$0.115 per \$100 of appraised value.  
Service Plan projects a 10% increase in assessed value per year.

<b>INCOME:</b>		Value	Assess Rate	Revenue		
<b>Appraised Value</b>		2,453,002,808	\$ 0.115	\$ 2,820,953		
<b>Description</b>	<b>Account</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
<b>Beginning Balance (Estimated)</b>		<b>\$ 121,480</b>	<b>\$ 82,231</b>	<b>\$ 85,730</b>	<b>\$ 233,786</b>	<b>\$ 480,182</b>
P.I.D. Assessment	42620	\$ 2,820,953	3,180,855	3,110,214	3,495,659	3,935,277
Developer Participation (L V)	46110	5,900	6,195	6,505	6,830	7,171
City Contribution	49780	112,521	112,521	112,521	112,521	112,521
<b>TOTAL INCOME</b>		<b>\$ 2,939,374</b>	<b>\$ 3,299,571</b>	<b>\$ 3,229,240</b>	<b>\$ 3,615,010</b>	<b>\$ 4,054,969</b>
<b>Amount Available</b>		<b>\$ 3,060,854</b>	<b>\$ 3,381,802</b>	<b>\$ 3,314,970</b>	<b>\$ 3,848,796</b>	<b>\$ 4,535,151</b>

<b>EXPENSES:</b>		<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>
<b>Description</b>						
Supplies	60020	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Decorations	60132	89,005	93,455	98,128	103,034	108,186
Beautification	60490	200,000	300,000	100,000	100,000	100,000
Wall Maintenance	60776	213,000	213,000	213,000	213,000	213,000
Professional Engineering Services	61041	-	-	-	-	-
Mowing	61225	685,250	719,513	755,488	793,263	832,926
Tree Services	61226	188,500	-	-	197,925	-
Collection Service	61380	13,538	13,848	14,158	14,468	14,778
Misc.	61485	1,000	1,000	1,000	1,000	1,000
Accounting/Audit		-	-	-	-	-
Admin./Management	61510	30,030	31,532	33,108	34,763	36,502
Postage	61520	100	100	100	100	100
Banners	61601	-	-	-	-	-
Electric Power	62030	55,000	57,800	60,700	63,700	66,900
Water Utility	62035	300,000	315,000	331,000	348,000	365,000
Bldgs And Grounds Maint.	63010	2,000	2,000	2,000	2,000	2,000
Pavement Leveling	63031	21,000	22,100	23,200	24,400	25,600
Pond Maint-Dredging	63037	75,000	200,000	-	-	-
Pond Maint-Aquatic	63038	123,200	129,400	135,900	142,700	149,800
Pond Maint-Equipment	63039	45,000	47,300	49,700	52,200	54,800
Water Well Maintenance	63045	8,500	8,925	9,371	9,840	10,332
Irrigation System Maintenance	63065	210,000	220,500	231,525	243,101	255,256
Decorative Roadway Signs Maint	63115	3,500	3,500	3,500	3,500	3,500
Playgrounds/Picnic Area Maint.	63135	6,500	6,500	6,500	6,500	6,500
Decorative Lighting Maint.	63146	30,000	31,500	33,075	34,729	36,465
Property Insurance Premium	64080	6,000	6,300	6,615	6,946	7,293
Liability Insurance Premium	64090	6,000	6,300	6,615	6,946	7,293
Construction Miscellaneous	68151	-	-	-	-	-
Pond Improvement	68206	600,000	800,000	900,000	900,000	1,200,000
Fountains	68207	50,000	50,000	50,000	50,000	50,000
Street Signs	68210	-	-	-	-	-
Other Equipment	68360	-	-	-	-	-
Construction	68540	-	-	-	-	-
Irrigation Systems	68635	-	-	-	-	-
Water Wells (Tr To Wter, 5005)	90009	16,000	16,000	16,000	16,000	16,000
		-	-	-	-	-
<b>TOTAL EXPENSES</b>		<b>\$ 2,978,623</b>	<b>\$ 3,296,072</b>	<b>\$ 3,081,183</b>	<b>\$ 3,368,614</b>	<b>\$ 3,563,731</b>
<b>Ending Balance*</b>		<b>\$ 82,231</b>	<b>\$ 85,730</b>	<b>\$ 233,786</b>	<b>\$ 480,182</b>	<b>\$ 971,420</b>

**Avg. Annual Assessment by Home Value:**

Value	Yrly Assmnt.		
\$100,000	\$115		
\$200,000	\$230		
\$300,000	\$345	Avg. Property Value:	\$ 559,153
\$400,000	\$460	Avg. Property Assessment:	\$ 643
\$500,000	\$575	No. of Properties:	4,387
\$600,000	\$690		
\$700,000	\$805		

\*Future wall replacement



**CITY OF GRAND PRAIRIE  
RESOLUTION**

**MEETING DATE:** 06/04/2024

**PRESENTER:** Caryl DeVries, P.E., PTOE, Director of Transportation and Mobility

**TITLE:** 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

**REVIEWING COMMITTEE:** (Reviewed by the City Council Development Committee on 05/21/2024)

**SUMMARY:**

<u>Vendor Name</u>	<u>FY24 Funding</u>	<u>Total Project Funding</u>
Tarrant County	\$714,681	\$5,748,450

**PURPOSE OF REQUEST:**

The City of Grand Prairie and Tarrant County entered into an Interlocal Agreement, for financial support of up to \$5,748,450.00, for the reconstruction of Jefferson Street from SW 23rd Street to Great Southwest Parkway.

On Tuesday, December 12, 2023, the Grand Prairie Council approved amendment #1 renewing the agreement and amending the payment schedule.

This amendment #2 repeals and replaces paragraphs III, IV and V of the original ILA to (i) extend the Term of the agreement through September 30, 2026; (ii) clarify the Fiscal Funding Acknowledgment to indicate that bond funds will be encumbered on a fiscal year basis as funds are available; and (iii) replace Attachment A with a revised payment schedule clarifying that the county will retain control over the timing for reimbursement payments.

**HISTORY:**

	<u>Amount</u>	<u>Approval Date</u>	<u>Reason</u>
<i>Original ILA:</i>	\$5,748,450	11/01/2022	Initial agreement
<i>Amendment #1</i>	\$5,748,450	12/12/2023	Annual renewal and schedule amendment

Amendment #2	\$5,748,450	06/04/2024	Amendment to extend the term of the agreement, modify the fiscal funding acknowledgment, and replace the payment schedule of the original ILA
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**FINANCIAL CONSIDERATION:**

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	Streets CIP Fund
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If Capital Improvement:			
Total Project Budget:	\$2,531,265	Remaining Funding:	\$1,816,584

**ATTACHMENTS / SUPPORTING DOCUMENTS:**

- 1- Amendment #2

**BODY**

**A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT AMENDMENT 2 TO THE INTER LOCAL AGREEMENT WITH TARRANT COUNTY FOR THE RECONSTRUCTION AND WIDENING OF JEFFERSON STREET FROM SW 23RD STREET TO GREAT SOUTHWEST PARKWAY.**

**WHEREAS,** Tarrant County (“COUNTY”) and the City of Grand Prairie (“CITY”) entered into an Interlocal Agreement approved by Tarrant County Commissioners Court Order No. 140452, for financial support of up to \$5,748,450.00, for the cooperative funding of improvements to the construction (or reconstruction) of Jefferson Street from Great Southwest Parkway to SW 23rd Street (“Project”) as described in the 2021 Tarrant County Bond Program.

**WHEREAS,** the COUNTY and CITY agree to amend the Agreement as set forth in the Amendment of Interlocal Agreement for Jefferson Street Widening, by repealing and replacing paragraphs III, IV, and V as listed in the attached amendment 2.

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

**SECTION 1.** The City Manager is hereby authorized to accept amendment 2 to the Inter Local Agreement with Tarrant County for the reconstruction and widening of Jefferson Street from SW 23<sup>rd</sup> Street to Great Southwest Parkway.

**SECTION 2.** This ILA shall become effective upon the approval of both parties and shall terminate on September 30, 2026, unless terminated as described in Section XII in the original ILA or extended in writing and approved by both parties.

**SECTION 3.** Reimbursement payments will be issued by the COUNTY for eligible expenses incurred during the Fiscal Year for which bond funds are certified by the Tarrant County Auditor.

**SECTION 4.** The CITY understands that the CITY will be responsible for cost overruns and any other expenses incurred by the CITY in performing the services described herein. The CITY agrees that the COUNTY retains control over when reimbursement payments will be disbursed to the CITY.

**SECTION 5.** Attachment A initial project schedule is removed and deleted from the original Interlocal Agreement in full. All other paragraphs, terms, and language outside of paragraphs III, IV, and V as well as Attachment A remain unchanged and in effect.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 4TH DAY OF JUNE 2024.**



STATE OF TEXAS §  
§ **Amendment of Interlocal Agreement**  
§ **for Jefferson Street Widening**  
COUNTY OF TARRANT §

**BACKGROUND**

Tarrant County (“COUNTY”) and the City of Grand Prairie (“CITY”) entered into an Interlocal Agreement approved by Tarrant County Commissioners Court Order No. 140452, for financial support of up to \$5,748,450.00, for the cooperative funding of improvements to the construction (or reconstruction) of Jefferson Street from Great Southwest Parkway to SW 23rd Street (“Project”) as described in the 2021 Tarrant County Bond Program.

Therefore, the COUNTY and CITY agree to the following revisions. Paragraphs III, IV, and V from the original Interlocal Agreement are repealed and replaced with the following language:

**III.**  
**TERM**

This ILA shall become effective upon the approval of both parties and shall terminate on September 30, 2026, unless terminated as described in Section XII in the original ILA or extended in writing and approved by both parties.

**IV.**  
**FISCAL FUNDING ACKNOWLEDGEMENT**

Tarrant County bond funds will be encumbered on a fiscal year basis in accordance with the Certification of Available Funds shown herein. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payments due under this ILA Amendment, then the affected party will immediately notify the other party of such occurrence and this Amendment may be terminated on the last day of the fiscal period for which appropriations were received without penalty or expense to the affected party of any kind whatsoever, except to the portions of annual payments herein agreed upon for which funds shall have been appropriated.

**V.**  
**REIMBURSEMENT PROCESS**

The COUNTY agrees to reimburse the CITY for 50% of the actual eligible PROJECT costs in an amount not to exceed \$5,748,450.00. Any reimbursement request from the CITY should include: 1) a copy of the invoice or billing for design services, right-of-way acquisition purchase, and construction; and 2) a copy of the check, a certification letter, or other documentation to verify the CITY’s proof of payment. The final reimbursement payment to the CITY will be contingent upon the City Manager or Mayor providing written notification to the COUNTY that the project is complete along with identification of final project costs. COUNTY bond funds for the Project are allocated as follows:

**County Payment by Phase\***

Design:	\$419,481.00
ROW Acquisition:	\$295,200.00
Construction:	<u>\$5,033,769.00</u>
TOTAL:	\$5,748,450.00

TBP Funding Category: 2021 Call for Projects

*\* Reimbursement payments will be issued by the COUNTY for eligible expenses incurred during the Fiscal Year for which bond funds are certified by the Tarrant County Auditor.*

The CITY understands that the CITY will be responsible for cost overruns and any other expenses incurred by the CITY in performing the services described herein. The CITY agrees that the COUNTY retains control over when reimbursement payments will be disbursed to the CITY.

In addition to the foregoing replacement language, Attachment A is removed and deleted from the original Interlocal Agreement in full. All other paragraphs, terms and language outside of paragraphs III, IV, and V as well as Attachment A remain unchanged and in effect.

**APPROVED** on this day the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Tarrant County.

Commissioners Court Order No. \_\_\_\_\_.

**TARRANT COUNTY, TEXAS**

**CITY OF GRAND PRAIRIE**

\_\_\_\_\_  
Tim O'Hare, County Judge

\_\_\_\_\_  
Bill Hills, City Manager

***APPROVED AS TO FORM:***

\_\_\_\_\_  
Criminal District Attorney's Office\*

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Secretary (If applicable)

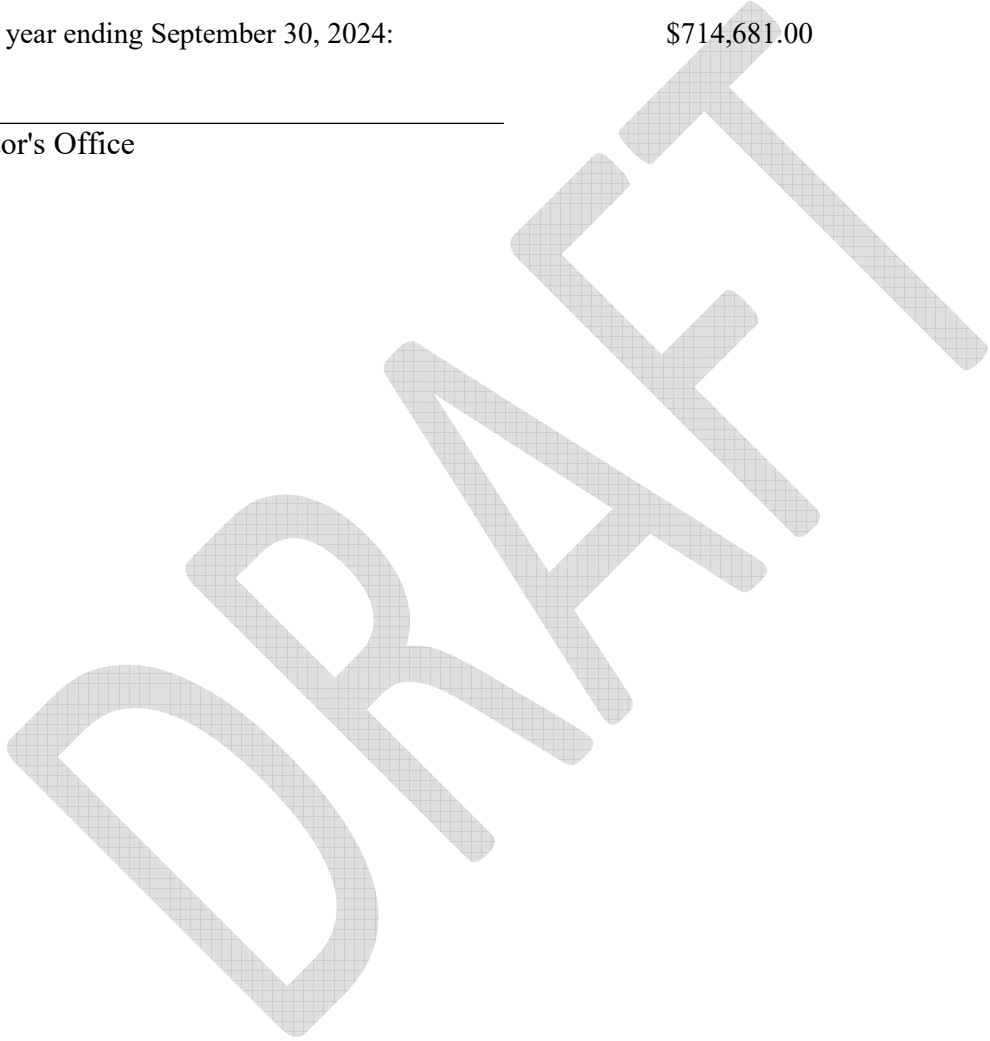
\* By law, the Criminal District Attorney’s Office may only approve contracts for its clients. We reviewed this document as to form from our client’s legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

**CERTIFICATION OF AVAILABLE FUNDS IN THE AMOUNT OF:**

\$ \_\_\_\_\_ as follows:

Fiscal year ending September 30, 2024: \$714,681.00

\_\_\_\_\_  
Auditor's Office





## CITY OF GRAND PRAIRIE COMMUNICATION

**MEETING DATE:** 06/04/2024

**PRESENTER:** Mark Divita, Airport Director

**TITLE:** 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

**REVIEWING COMMITTEE:** (Reviewed by the Public Safety, Health, and Environmental Committee on 05/13/2024)

### **SUMMARY:**

<u>Vendor Name</u>	<u>Annual Cost</u>	<u>Total Cost</u>
AvFuel Corporation	1,300,000.00	\$6,500,000.00

### **PURPOSE OF REQUEST:**

Vendor shall provide aviation fuel per bid awarded resulting from VENDOR'S response to RFB#24097.

### **EXPENDITURE HISTORY (2 to 3 yrs info):**

	<u>Amount</u>	<u>Approval Date</u>	<u>Reason</u>
<i>Original Contract:</i>	1,000,000.00	9/21/2021	Fuel/ Annual for 5 years
<i>Change Order #1</i>	1,075,000.00		
<b><u>TOTAL:</u></b>	6,075,000.00		over 5 years

### **PROCUREMENT DETAILS:**

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

Local Vendor  HUB Vendor

Number of Responses: 5 RFP/RFB #: 24097

Selection Details:  Low Bid  Best Value

### **FINANCIAL CONSIDERATION:**

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

- 1- Bid Summary
- 2- Change Order Details

**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)
Airport Fund	\$58,000	\$58,000

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 21<sup>st</sup> DAY OF MAY 2024.**

		<b>Bid Tabulation</b>				
		<b>Avfuel Corporation Abilene, TX</b>	<b>Titan Aviation Fuels New Bern, NC</b>	<b>Arrow Energy, Inc. Saline, MI</b>	<b>Atlantic Petroleum &amp; Mineral Resources, Inc. Houston, TX</b>	<b>The Bargain Source Garland, TX</b>
<b>Item#</b>	<b>Description</b>	<b>% of Discount or Mark-Up</b>				
1	Avgas 100 LL	Discount: 63%	Tiered Discount 100,000gal- \$0.02 200,000gal-\$0.035 250,000gal-\$0.05	NA*	Mark-Up: 3.07%	Mark Up: % not written @
2	Jet A	Discount: 60%	Tiered Discount 100,000gal- \$0.02 200,000gal-\$0.035 250,000gal-\$0.05	NA*	Mark-Up: 3.30%	Mark Up: % not written @
	(* = Arrow Energy's response shows no mark-up or a discount, but the Scenarios below show a Mark-Up of 14.6% on Avgas 100LL and 1.6% for Jet A)					
	(@= The Bargain Source's response shows a Mark-Up, however, % is not given in their bid response. The scenarios show a 100% mark-up off the unit price					

Scenarios - Unit Prices are for Comparison Only.										
	Avfuel Corporation Abilene, TX		Titan Aviation Fuels New Bern, NC		Arrow Energy, Inc. Saline, MI		Atlantic Petroleum & Mineral Resources, Inc. Houston, TX		The Bargain Source Garland, TX	
Product	Avgas 100 LL	Jet A	Avgas 100 LL	Jet A	Avgas 100 LL	Jet A	Avgas 100 LL	Jet A	Avgas 100 LL	Jet A
Quantity in Gallons	9,500.00	130,000.00	9,500.00	130,000.00	9,500.00	130,000.00	9,500.00	130,000.00	9,500.00	130,000.00
Unit Price per Gallon	\$6.0000	\$6.5000	\$6.00	\$6.50	\$6.0000	\$6.5000	\$6.0000	\$6.5000	\$6.00	\$6.50
Mark Up or Discount Amount	\$2.2450	\$2.6260	\$0.02	\$0.02	\$0.8810	\$0.1040	\$0.3505	\$0.3505	\$6.00	\$6.50
Total Price per Gallon	\$3.7550	\$3.8730	\$5.98	\$6.48	\$6.8810	\$6.6040	\$6.3505	\$6.8505	\$12.00	\$13.00
Extended Price	\$35,672.50	\$503,490.00	\$56,810.00	\$842,400.00	\$65,369.50	\$858,520.00	\$60,329.75	\$890,565.00	\$114,000.00	\$1,690,000.00
Total of the Extended Price	\$539,162.50		\$899,210.00		\$923,889.50		\$950,894.75		\$1,804,000.00	

**SCORE CARD**

Evaluation Criteria	Maximum Score	Avfuel Corporation Abilene TX	Titan Aviation Fuels New Bern, NC	Arrow Energy, Inc. Saline, MI	Atlantic Petroleum & Mineral Resources, Inc. Houston, TX	The Bargain Source Garland, TX
		Score	Score	Score	Score	Score
Price	50.00	50.00	29.98	29.18	28.35	14.94
Qualifications/the extent to which the goods meet the municipality's needs	30.00	30.00	20.00	14.00	14.00	8.00
Past Experience with the City or another municipality	10.00	10.00	7.33	5.33	3.33	3.33
References	10.00	6.00	10.00	4.00	2.00	4.00
<b>Total</b>	<b>100.00</b>	<b>96.00</b>	<b>67.31</b>	<b>52.51</b>	<b>47.68</b>	<b>30.28</b>





**CITY OF GRAND PRAIRIE  
ORDINANCE**

**MEETING DATE:** 06/04/2024

**PRESENTER:** Ray Cerda, Director of Parks, Arts and Recreation

**TITLE:** 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

**REVIEWING COMMITTEE:** (Reviewed by the Finance and Government Committee on 05/07/2024)

**SUMMARY:**

<i>Vendor Name</i>	<i>Total Cost</i>
Dunaway Associates, LLC.	\$197,000 _____

**ANALYSIS:**

The Purchasing Department sent out a Request for Qualification Proposal advertisement in 2017 (RFQ 17108) for professional architectural services in connection with the Turner Park Master Plan. After the evaluation process, City Council approved a contract with Dunaway Associates on December 12, 2017 for Master Planning services. Turner Park Phase I construction documentation and construction administration was approved by City Council on February 15, 2022. Phase I was completed in the Fall of 2023.

The firm will provide site survey, geotechnical investigation, schematic design, cost estimates, phasing plan, construction documentation, and construction administration for Phase IIA. The consultant has submitted a fee of \$197,000 for the project. Services will include design for lighted trails, picnic stations, hillside slide, and landscape and irrigation as well as utility and infrastructure design for a future phased grand pavilion with restroom.

**FINANCIAL CONSIDERATION:**

.Budgeted?	<input type="checkbox"/>	Fund Name:	Park Venue Fund Parks CIP 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 AND ORDINANCE NO. 11422-2023 FOR THE FY 2023/2024 CAPITAL IMPROVEMENT PROJECTS BUDGET BY TRANSFERRING AND APPROPRIATING \$197,000 FROM THE ASSIGNED RESERVE FOR COMMUNITY PROJECTS IN THE PARK VENUE FUND TO THE PARKS CIP FUND FOR PHASE IIA OF THE TURNER PARK PROJECT**

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

**SECTION 1.** The FY 2023/2024 Park Venue Fund budget is hereby incrementally amended by increasing the appropriations and expenditures by \$197,000 from the assigned reserve for Community Projects for transfer to the Park Venue CIP Fund.

**SECTION 2.** The FY 2023/2024 Capital Improvement Projects Budget is hereby amended by transferring and appropriating \$197,000 from the unobligated fund balance in the Parks CIP Fund to the Turner Park project.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 4th DAY OF JUNE 2024.**



**CITY OF GRAND PRAIRIE  
ORDINANCE**

**MEETING DATE:** 06/04/2024

**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 22.

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;

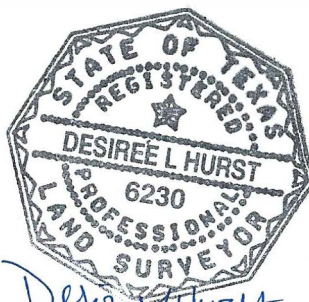
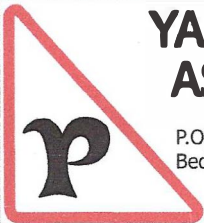
- THENCE with the South line of said Soap Box Partners tract the following three courses and distances:
1. South 59°33'05" West, 2,951.81 feet to a point;
  2. South 5°17'23" West, a distance of 688.79 feet to a point;
  3. South 52°46'34" West, a distance of 1,777.95 feet to the POINT OF BEGINNING and 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**

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



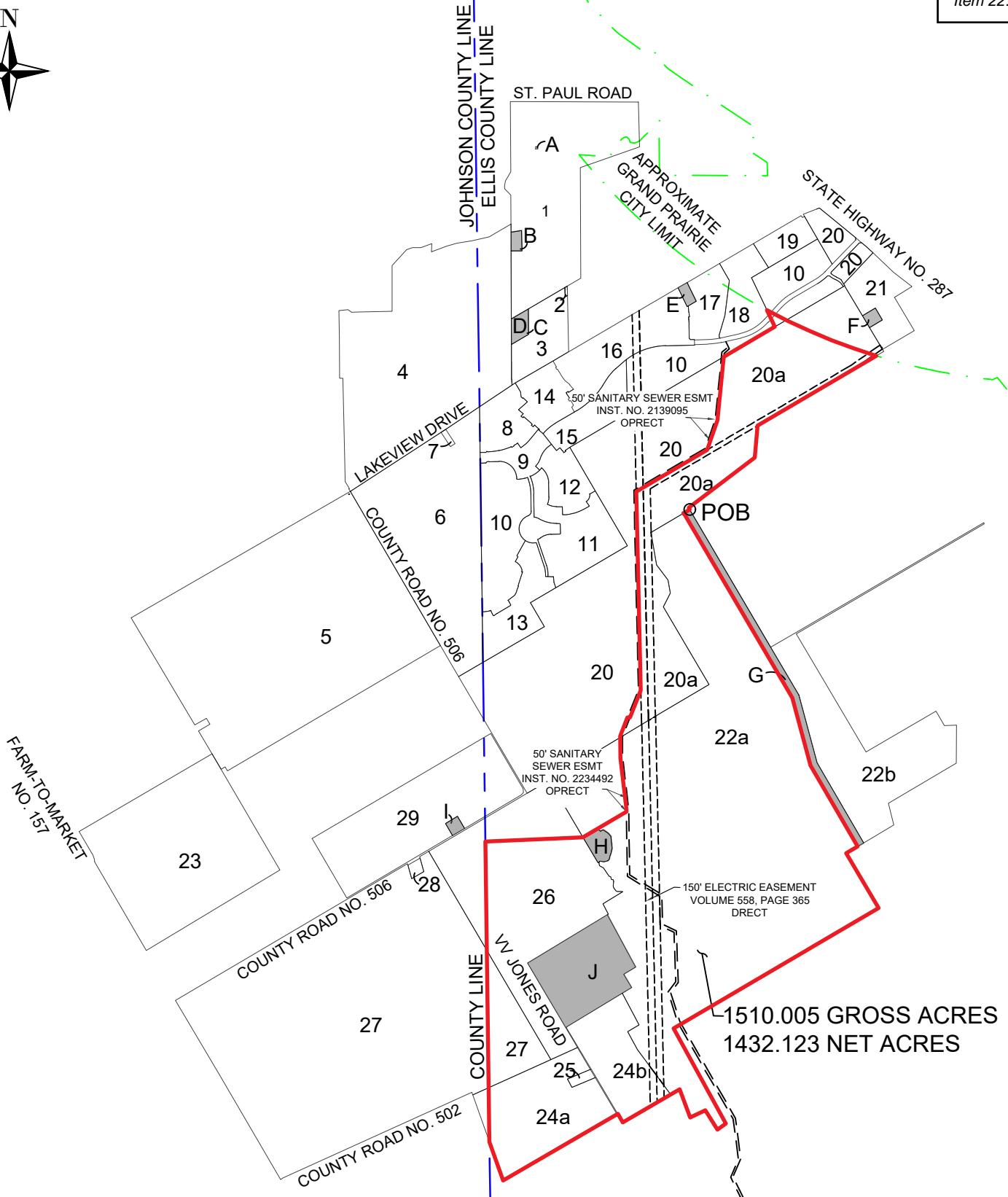
*Desirée L. Hurst*  
 APRIL 17, 2024

**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

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

## 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
			<b>TOTAL</b>	<b>1432.123</b>
SAVE AND EXCEPT				
H	JOSEPH WILLIAM ROTEN	VOL. 524, PG. 373	ELLIS	6.738
J	VARIOUS TRACTS	Various	ELLIS	71.144
			<b>TOTAL S&amp;E</b>	<b>77.882</b>
			<b>GROSS AREA</b>	<b>1510.005</b>

**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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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 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=COORGRPRTE](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:** 06/04/2024

**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:**

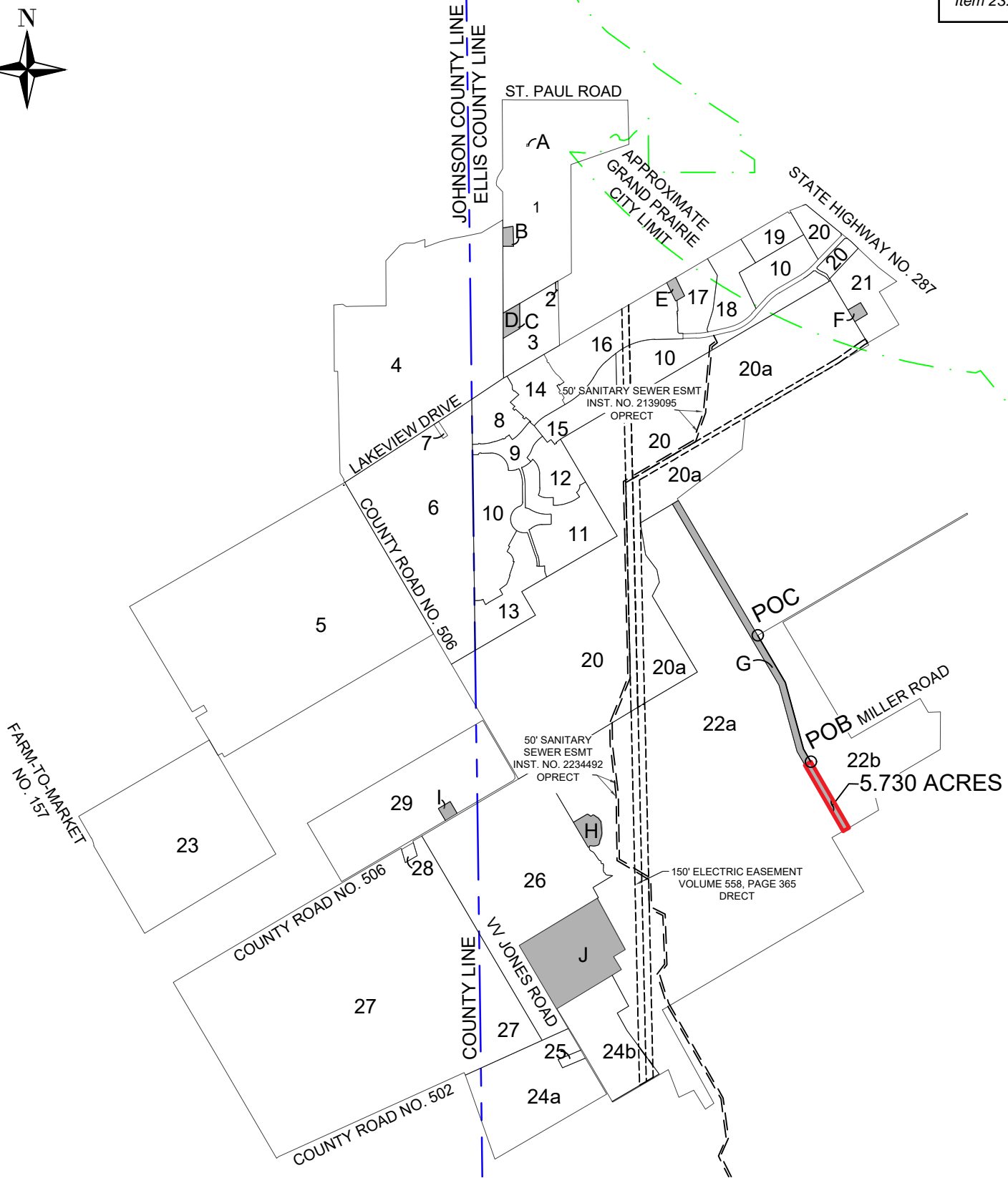
**APPROVED AS TO FORM:**

\_\_\_\_\_  
**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**

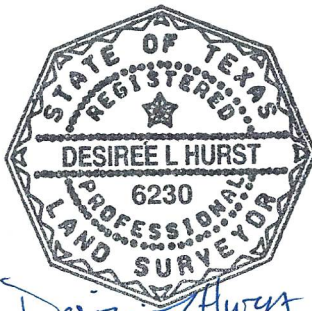
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**5.730 ACRES**  
Survey, Abstract No. 262 and  
R. Wyatt Survey, Abstract No. 1280  
Ellis County, Texas

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:** 06/04/2024

**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**

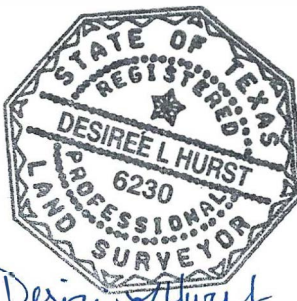
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**817.268.3316**

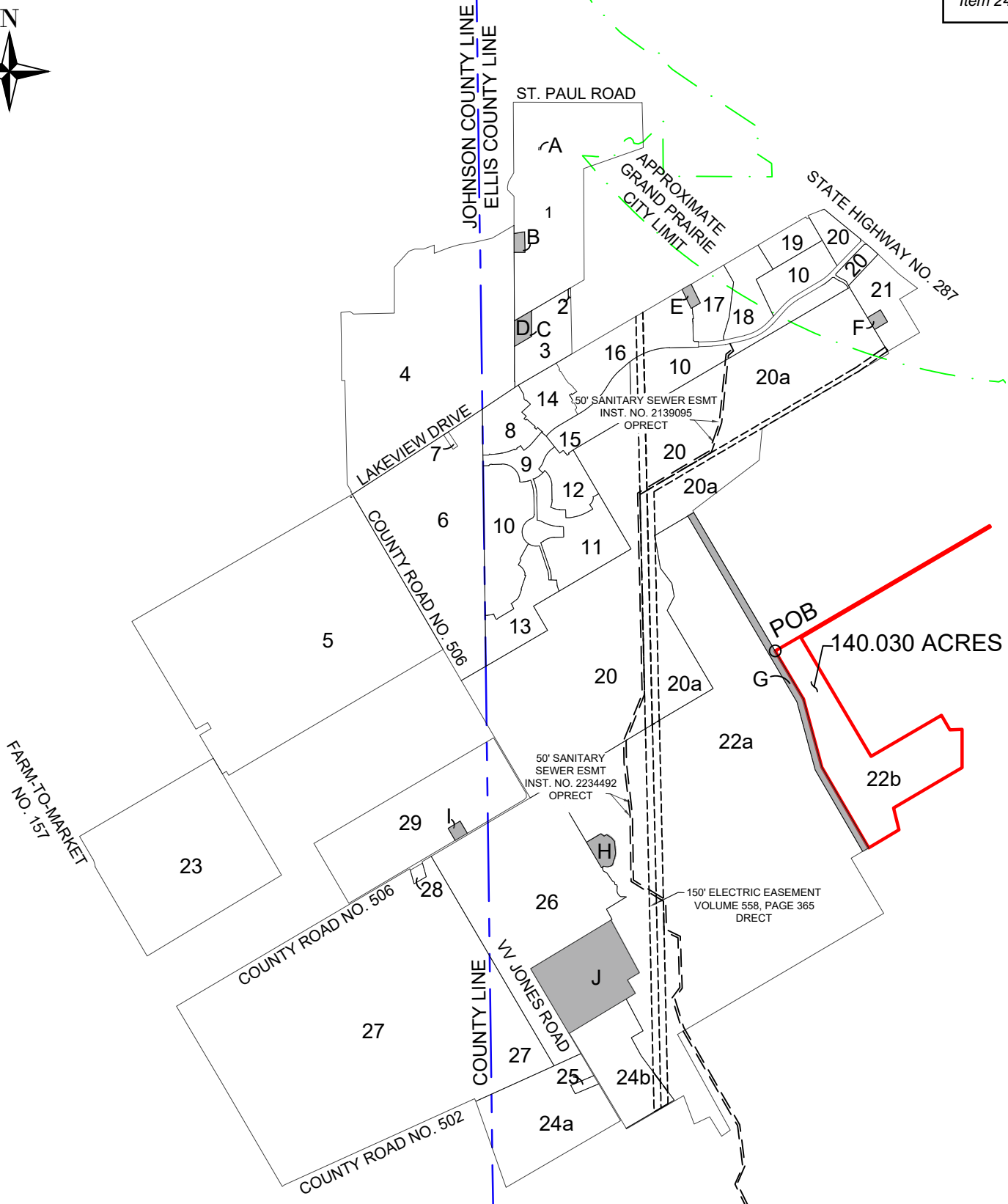
ypassociates.com

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

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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](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  
COMMUNICATION**

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**MEETING DATE:** 06/04/2024

**PRESENTER:** Mayor Ron Jensen

**TITLE:** Appointments of Mayor Pro Tem and Deputy Mayor Pro Tem

**REVIEWING  
COMMITTEE:**

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**CITY OF GRAND PRAIRIE  
ORDINANCE**

**MEETING DATE:** 06/04/2024

**PRESENTER:** Ray Cerda, Director of Parks, Arts and Recreation

**TITLE:** Public Hearing and Standards of Care Ordinance for 2024 After School Program and Camps

**REVIEWING COMMITTEE:**

**ANALYSIS:**

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 attached ordinance be adopted by the City of Grand Prairie.

**FINANCIAL CONSIDERATION:**

None

**BODY:**

**AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, ESTABLISHING STANDARDS OF CARE FOR CITY OF GRAND PRAIRIE YOUTH PROGRAMS; REPEALING ALL PREVIOUS ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SAVINGS CLAUSE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW**

**WHEREAS**, the City of Grand Prairie, through the Department of Parks, Arts and Recreation, provides youth programs that contribute to the overall well-being of youth and families of the City of Grand Prairie; and

**WHEREAS**, these youth programs are presently held at the Charley Taylor, Dalworth, The Epic and Tony Shotwell Life Centers and the other "Outreach" programs are currently operated by the City of Grand Prairie; and

**WHEREAS**, 42.041 (14) of the Texas Human Resources Code, exempts youth programs operated by a municipality from child-care state licensing requirements; and

**WHEREAS**, Section 42.041 (14) of the Texas Human Resources Code 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 a public hearing; and

**WHEREAS**, a public hearing on the standards was held on June 4, 2024; and

**WHEREAS**, the Director of Parks, Arts and Recreation for the City of Grand Prairie recommends that the standards of care as set forth in Exhibit “A” be adopted by the City of Grand Prairie.

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

**SECTION 1.** That all of the recitals and preambles herein above stated are found to be true and correct and are incorporated herein and made a part of this ordinance.

**SECTION 2.** That the Youth Programs’ Standard of Care for the City of Grand Prairie as detailed in Exhibit “A” attached hereto and incorporated herein for all purposes, is hereby approved.

**SECTION 3.** That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 4.** That if any provision of this ordinance shall be held to be invalid or unconstitutional, the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

**SECTION 5.** That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given as required.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 4th DAY OF JUNE, 2024.**

## EXHIBIT "A"

### GRAND PRAIRIE YOUTH PROGRAMS' STANDARDS OF CARE

The following Standards of Care have been proposed for adoption by the City Council of the City of Grand Prairie, Texas pursuant to Texas Human Resources Code Section 42.041 (14). The Standards of Care are the minimum standards by which the City of Grand Prairie Parks, Arts and Recreation Department will operate the City's Youth Programs.

#### **General Administration**

##### **1. Organization**

- A. The governing body of the City of Grand Prairie Youth Programs is the Grand Prairie City Council.
- B. Implementation of the Youth Program Standards of Care for all Youth Programs is the responsibility of the Director of Parks, Arts and Recreation.
- C. Youth Programs ("Program") to which these Standards will apply are the programs held at the Charley Taylor Recreation Center, Dalworth Recreation Center, The EPIC and Tony Shotwell Life Centers and other "Outreach" programs currently operated by the City of Grand Prairie. Other programs may be subsequently designated by the City of Grand Prairie.
- D. Each Youth Program site will have available for public and staff review, a current copy of the Standards of Care.
- E. Parents of the participants will be provided a current copy of the Standards of Care during the registration process.
- F. Criminal background checks will be conducted on prospective Youth Program employees. If results of the criminal check indicate that an applicant has been convicted of any of the following offenses, he or she will not be considered for employment:
  - (1). a felony or a misdemeanor classified as an offense against a person or family;
  - (2). a felony or misdemeanor classified as public indecency;
  - (3). a felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance;
  - (4). any offense involving moral turpitude;
  - (5). any offense that would potentially put the City of Grand Prairie at risk.
  - (6). City ordinance required that the employee be notified of indictment or complaint within 24 hours of awareness or the next business day.

## 2. Definitions

- A. City of Grand Prairie
- B. City Council: City Council of Grand Prairie
- C. Department; The term “Department” shall mean Parks, Arts and Recreation Department of the City of Grand Prairie when used in connection with those Youth Programs for which the Recreation Division is responsible.
- D. Youth Programs or Program: City of Grand Prairie Youth Programs held at Charley Taylor, Dalworth, The EPIC and Tony Shotwell Life Centers and “Outreach” programs currently operated by the City of Grand Prairie. Other programs may be subsequently designated by the City of Grand Prairie.
- E. Program Manual: Notebook of policies, procedures, required forms, and organizational program information relevant to Grand Prairie Youth Programs.
- F. Director: The term “Director” shall mean the City of Grand Prairie Director of Parks, Arts and Recreation or his or her designee when used in connection with those Youth Programs for which the Recreation Division is responsible.
- G. Recreation Events Supervisor or Center Supervisor: The term “Events Supervisor” or “Supervisor” shall mean the City of Grand Prairie Parks and Recreation Department full-time Center Supervisor who has been assigned administrative responsibility for a Grand Prairie Youth Program for which the Recreation Division is responsible.
- H. Recreation Coordinator: The term “Recreation Coordinator” shall mean the City of Grand Prairie Parks, Arts and Recreation Department full-time programmer who has been assigned day to day responsibilities to implement the City’s youth program for which the Recreation Division is responsible.
- I. Recreation Specialist or Specialists: The term “Recreation Specialist” or “Specialists” shall mean any City of Grand Prairie Parks, Arts and Recreation Department employee (full or part-time) who has been assigned responsibility to implement the City’s Youth Programs for which the Recreation Division is responsible.
- J. Program Site: Any area or facility where Grand Prairie Youth Programs are held.
- K. Participant: Any youth whose parents have completed all required registration procedures and determined to be eligible for a Grand Prairie Youth Program.
- L. Parent(s): This term will be used to represent one or both parent(s) or guardian(s) who have legal custody and authority to enroll their child(ren) in Grand Prairie Youth Programs
- M. Employee(s): Term used to describe people who have been hired to work for the City of Grand Prairie and have been assigned responsibility for managing, administering, or implementing some portions of the Grand Prairie Youth Programs



### 3. Inspections/Monitoring/Enforcement

- A. A bi-annual inspection report will be initiated by the Parks Division Manager-Recreation of each Program to confirm the Standards of Care are being adhered to.
  - (1) Inspection reports will be sent to the Superintendent of Recreation for review and kept on record for at least two years.
  - (2) The Superintendent of Recreation will review the report and establish deadlines and criteria for compliance with the Standards of Care.
- B. The Superintendent of Recreation or his or her Designee will make visual inspections of the facilities based on the following schedule:
  - (1) a pre-summer check in May of each year
  - (2) a winter check in January
- C. Complaints regarding enforcement of the Standards of Care will be directed to the Parks Division Manager - Recreation. The Supervisor will be responsible to take the necessary steps to resolve the problems. Complaints regarding enforcement of Standards of Care and their resolution will be recorded by the Supervisor. Serious complaints regarding enforcement of the Standards of Care will be addressed by the Superintendent of Recreation and the complaint and the resolution will be noted.

### 4. Enrollment

- A. Before a child can be enrolled, the parents must sign registration forms that contain the child's:
  - (1) name, address, home telephone number;
  - (2) name and address of parents and telephone during program hours;
  - (3) names and telephone numbers of people to whom the child can be released;
  - (4) statement of the child's special problems or needs;
  - (5) proof of residency when appropriate
  - (6) a liability waiver which also includes permission for field trips and emergency medical authorization.

### 5. Suspected Abuse

Program employees will report suspected child abuse in accordance with the Texas family Code.

## Staffing Responsibilities and Training

### 6. Youth Program Supervisors Qualifications

- A. Supervisors will be full-time employees of the Grand Prairie Parks, Arts and Recreation Department.
- B. Supervisors must be at least 21 years old
- C. Supervisors must have two years experience planning and implementing recreation activities
- D. Supervisors must be able to pass a background investigation including testing for illegal substances.
- E. As soon as possible after employment with the City of Grand Prairie Supervisors must successfully complete a course in first aid and CPR offered by the City of Grand Prairie or another licensed source i.e. American Red Cross
- F. Coordinators must be able to furnish proof of a clear tuberculosis test within 12 months prior to their employment date. City ordinance requires a TB exam within 10 days of employment

### 7. Recreation Coordinator Responsibilities

- A. Programmers are responsible to administer the Program's daily operations in compliance with the adopted Standards of Care.
- B. Programmers are responsible to recommend for hire, supervise and evaluate Leaders.
- C. Programmers are responsible to plan, implement and evaluate programs.

### 8. Recreation Specialists ("Specialist") Qualifications

- A. Specialist may be full time, part-time or temporary employees of the Parks, Arts and Recreation Department.
- B. Specialist working with children must be age 16 or older; each site will have at least one employee 18 years or older present at all times.
- C. Specialist should be able to consistently exhibit competency, good judgment, and self-control when working with children.
- D. Specialist must relate to children with courtesy, respect, tolerance and patience.
- E. 50% of the Leaders at each site must have successfully completed a course in first aid and CPR offered by the City of Grand Prairie.

- F. Specialist must pass a background investigation including testing for illegal substances.

9. Recreation Center staff Responsibilities

- A. Recreation Center staff will be responsible to provide participants with an environment in which they can feel safe, can enjoy wholesome recreational activities, and can participate in appropriate social opportunities with their peers.
- B. Recreation Center staff will be responsible to know and follow all City, Departmental, and Program standards, policies and procedures that apply to Grand Prairie Youth Programs.
- C. Recreation Center staff will ensure that participants are released only to a parent or an adult designated by the parent. All programs sites will have a copy of the applicable Department approved plan to verify the identity of a person authorized to pick up a participant if that person is not known to the Leader. City Ordinance requires the following:
  - D. An enrollment agreement shall be obtained for each child prior to admission, filed at the child-care center, and the director shall be responsible for assuring that the terms of the agreement related to items (A)-(G) below are met. The agreement signed by the parents shall contain:
    - a) Hours the child shall be in care. (Not to exceed twelve (12) hours except in an emergency.
    - b) Notarized emergency medical authorization.
    - c) 4- digit security code.
      - 1. School-age children who leave the child-care center to go to classes and clubs shall have written permission from the parents. Parents shall specify the activity, time, and method of transportation.
      - 2. Photographs of the parents and other persons authorized to pick up the child shall be kept by the child-care center.
      - 3. It shall be the responsibility of the parent who is granted custody of the child to provide the child-care center with a copy of any custody decree or agreement should they request that the release authorization record be changed.
  - E. A statement that the child will be released only to a parent or a person named by the parent.
  - F. In any instance when the persons listed in item (c)(3) above cannot pick up the child, the procedures describe herein shall be followed.
    - 1. The parent or guardian shall phone the child-care center, shall identify themselves by using a four-digit security code, and shall designate who will pick the child up. The director or staff member shall check the child's enrollment record to verify the code numbers.
    - 2. The person who picks up the child must identify themselves as follows:
      - ( I ) Must present photo identification(Drivers's license or State issued ID)
      - ( II ) Must present the parent's 4-digit security code.
      - ( III ) The unlisted person must sign child out.

- a) The procedure to release children to unlisted persons as required by the City of Grand Prairie shall be posted so that it is readily accessible to all staff.
- b) In the event that a child is found to be missing from a facility, the operator of the facility shall report such fact to the Grand Prairie Police Department and the City of Grand Prairie regulatory authority immediately.

G. A Leader must be with participants at all times.

#### 10. Training/Orientation

- A. The Department is responsible to provide training and orientation to its Program employees in working with children and for specific job responsibilities. Supervisors will provide each Leader with a program manual specific to each Youth Program.
- B. Specialist must be familiar with the Standards of Care for Youth Program operation as adopted by the City Council.
- C. Program employees must be familiar with the Program's policies including discipline, guidance, and release of participants as outlined in the Program Manual.
- D. Program employees will be trained in appropriate procedures to handle emergencies.
- E. Program employees will be trained in areas including City, Departmental, and Program policies and procedures; provision of recreation activities; safety issues; and organization.
- F. All programs employees will receive 8 hours of training annually.
- G. Program employees will be required to sign an acknowledgment that they received the required training.

#### *Operations*

#### 11. Staff-Participant Ratio

- A. In a Grand Prairie Youth Program, the number of participants may not exceed leaders by a minimum ratio of 1 leader per 15 participants 5 years to 15 years of age.
- B. Each participant should have a Program employee who is responsible for him or her and who is aware of details of the participant's habits, interests, and any special problems as identified by the participant's parents during the registration process.

#### 12. Notification

- A. Parents must be notified immediately if:
  - (1) Participant is injured; or

- (2) Participant has a sign or symptom requiring exclusion from the site (i.e. communicable disease, fever, illness).

- B. All parents must be notified if there is an outbreak of any communicable disease that is reportable to the State Department of Health.

### 13. Discipline

- A. Program employees will implement discipline and guidance in a consistent manner based on the best interests of Program participants.
- B. There will be no cruel or harsh punishment or treatment.
- C. Program employees may use brief, supervised separation from the group if necessary.
- D. As necessary, Program employees will initiate discipline reports to the parent(s) of participants. Parents will be asked to sign participant discipline reports to indicate they have been advised about a specific problem or incident.
- E. A sufficient number and/ or severe nature of discipline reports as detailed in the Program manual may result in a participant being suspended/and or expelled from the Program.
- F. In instances where there is a danger to participants or staff, offending, participants will be removed from the Program site as soon as possible.

### 14. Programming

- A. Program employees will attempt to provide activities for each group according to the participants' ages, interests, and abilities. The activities must be appropriate to the participants' health, safety, and well-being. The activities also will be flexible and promote the participants' emotional, social, and mental growth.
- B. Program employees will attempt to provide indoor and outdoor time periods to include:
  - (1) alternating active and passive activities,
  - (2) opportunity for individual and group activities
  - (3) outdoor time each day weather permits.
- C. Program employees will be attentive and considerate of the participants' safety on field trips and during any transportation provided by the Program.
  - (1) During trips, Program employees supervising participants must have phone access to emergency medical forms and emergency contact information for each participant.
  - (2) Program employees must have written list of participants in the group and must check the roll frequently.

- (3) Program employees must have the first aid supplies and a guide to the first aid emergency care available on field trips.
- (4) Notice of any field trips will be displayed at a prominent place at each site.

#### 15. Communication

- A. Each Program site will have a phone to allow the site to be contacted by Recreation Center personnel and each site will have access to a telephone for use in contacting the Recreation Center making emergency calls.
- B. The Supervisor will post the following telephone numbers adjacent to a telephone accessible to all Program employees at each site:
  - (1) Grand Prairie ambulance or emergency medical services.
  - (2) Grand Prairie Police Department
  - (3) Grand Prairie Fire Department
  - (4) Poison Control.
  - (5) The telephone number for the site itself.

#### 16. Transportation

- A. First aid supplies and a first aid and emergency care guide will be available in all Program vehicles that transport children.
- B. All Program vehicles used for transporting participants must have available a portable fire extinguisher which will be installed in the passenger compartment of the vehicle and which must be accessible to the adult occupants.

### ***Facility Standards***

#### 17. Safety

- A. Program employees will inspect Youth Program sites weekly to detect sanitation and safety concerns that might affect the health and safety of the participants. A weekly inspection report will be completed by the Program staff and kept on file by the Program Supervisor.
- B. Buildings, grounds, and equipment on the Program site will be inspected, cleaned, repaired, and maintained to protect the health of the participants,
- C. Program equipment and supplies must be safe for the participant's use.
- D. Program employees must have first aid supplies available at each site, during transportation, and for the duration of any off-site activity.
- E. Program air conditioners, electric fans, and heaters must be mounted out of participants' reach or have safeguards that keep participants from being injured.

- F. Program porches and platforms more than 30 inches above the ground must be quipped with railings participants can reach.
- G. All swing seats at Program sites must be constructed of durable, lightweight, relatively pliable material.
- H. Program employees must have first aid supplies readily available to staff in a designated location. Program employees must have an immediately accessible guide to first aid and emergency care.
- I. Program site will have annual health inspection by the City of Grand Prairie Environment Health Division. The Inspection is addressed in 19 (E)

18. Fire.

- A. In case of fire, danger of fire, explosion, or emergency, Program employees' first priority is to evacuate the participants to a designated safe area.
- B. The program site will have an annual fire inspection by the City Fire Marshall prior to June 1 of each year, and the resulting report will detail any safety concerns observed, the report will be forwarded to the Director who will review and establish deadlines and criteria for compliance.
- C. Each Program site must have at least one fire extinguisher readily available to all Program employees, The fire extinguisher is to be inspected by the Facility Services Division per their maintenance schedule and will be forwarded to the Supervisor's supervisor who will keep the report on file for a minimum of two years. All Youth Program staff members will be trained in the proper use of fire extinguishers.

City Ordinance requires the following:

(5) A fire evacuation, severe weather, and relocation plan shall be posted in each room used by the children in a child-care center and all staff members shall be instructed as to what to do in an emergency. Fire drills shall be held monthly at different times during the center's operation using these plans.

(6) The building shall permit children fast and safe exit within three (3) minutes in an emergency."

A. A facility shall have at least two (2) exits to the outside located on different sides of the building

B. Doors opening into a fenced yard shall be easily opened from the inside by children. Doors between rooms shall not be locked while children are present.

C. Doors and pathways shall not be blocked.

(7) Heating devices and their nearby areas shall not be allowed to present any fire hazards.

- A. Gas appliances shall have metal tubing and connections, unless otherwise approved by the fire marshal.
- B. Open flame space heaters are prohibited. Space heaters shall be enclosed and have the seal of approval of a testing laboratory approved by the fire marshal.
- C. Space heaters designed to be vented shall be vented to the outside as approved by the fire marshal.

(8) Combustible materials shall be kept away from light bulbs and other heat sources.

(9) Gas pipes shall be tested once every two years after a permit is issued by a Texas-licensed and city-required plumber. A copy of the test report shall be available at the facility. Child care centers that are located in a public school shall be exempt from the gas test requirement.

(10) Fire ordinances relevant to commercial child-care centers shall be the applicable standards for day care centers not operating for profit.

(11) Rooms must contain a smoke detector as recommended by the fire marshal.

(12) Child-care centers that have gas pipes must have carbon monoxide detectors as recommended by the fire marshal.

## 19. Health

### A. Illness or Injury

- (1) A participant who is considered to be a health or safety concern to other participants or staff will not be admitted to the Program.
- (2) Illnesses and injuries will be handled in a manner to protect health of all participants and employees.
- (3) Program employees will follow plans to provide emergency care for injured participants or for participants with symptoms of an acute illness as specified in the Program manual.
- (4) Program employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any participant after a communicable disease.

### B. Program employees will administer medication only if:

- (1) Parent(s) or guardian(s) complete and sign a medication form that provides authorization for staff to dispense medication with details as to time and dosages. The form will include a hold harmless clause to protect the City.



- (2) Prescription medications are in containers labeled with the child's name, a date, directions, and the physician's name. Program staff members will administer the medication only as stated on the label. Program staff will not administer medication after the expiration date.
- (3) Nonprescription medications are labeled with the child's name and the date the medication was brought to the Program. Nonprescription medication must be in the original container. The Program staff will administer it only according to label direction.
- (4) Medications dispensed will be limited to routine oral ingestion not requiring special knowledge or skills on the part of Program employees. No injections will be administered by the Program employees.
- (5) Program employees must ensure medications are inaccessible to participants or, if it is necessary to keep medications in the refrigerator (when available). Medications will be kept separate from food.

#### C. Toilet Facilities

- (1) The program site will have inside toilets located and equipped so children can use them independently and program staff can supervise as needed.
- (2) There must be one flush toilet for every 17 children. Urinals may be counted in the ratio of toilets to children, but must not exceed 50% of the total number of toilets.
- (3) An appropriate and adequate number of lavatories will be provided.

#### D. Sanitation

- (1) The Program site must have adequate light, ventilation, and heat.
- (2) The Program must have an adequate supply of water meeting the standards of the Texas Department of Health for drinking water and ensure that it will be supplied to the participants in a safe and sanitary manner.
- (3) Program employees must see that garbage is removed from sites daily.

E. The Program site will have an annual health inspection by the Environment Services Department prior to June 1 of each year, and the resulting report will detail any safety concerns observed, the report will be forwarded to the Director who will review and establish deadlines and criteria for compliances.



## CITY OF GRAND PRAIRIE COMMUNICATION

**MEETING DATE:** 6/04/2024

**REQUESTER:** Monica Espinoza, Administrative Supervisor

**PRESENTER:** Savannah Ware, AICP, Chief City Planner

**TITLE:** 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)

**APPLICANT:** Robert Lewis, Kimley-Horn

**RECOMMENDED ACTION:** Approve

### SUMMARY:

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.

### PURPOSE OF REQUEST:

The applicant seeks approval of a site plan for a Topgolf facility at this location. The zoning of the site is Planned Development (PD-436) which designates the base zoning as General Retail (GR). The Amusement Services (Indoor) and Amusement Services (Outdoor) uses are permitted within PD-436, but all non-residential development located within a Corridor Overlay District requires site plan approval from the Planning and Zoning Commission and City Council.

The purpose of site plan approval is to ensure that development meets requirements in the Unified Development Code (UDC), provides adequate circulation, and uses quality site planning techniques. The UDC identifies criteria for evaluating proposed developments. Criteria include density and dimensional standards, and landscaping and screening requirements.

**ADJACENT LAND USES:**

The following table summarizes the zoning designation and existing use for the surrounding properties.

**Table 1. Zoning and Land Use**

Direction	Zoning	Existing Use
North	Planned Development (PD-294) General Retail, Multi-Family	Ikea
South	Planned Development (PD-424) General Retail, Multi-Family	Bass Pro Shop
West	Planned Development (PD-294) General Retail, Multi-Family	Retail
East	Planned Development (PD-294) General Retail, Multi-Family	Undeveloped

**HISTORY:**

- December 13, 2022: City Council approved the Planned Development (PD-436) for General Retail (GR) uses, along with the additional uses of Amusement Services (Outdoor) and Amusement Services (Indoor) for this site.
- July 11, 2023: City Council approved a Site Plan for an Amusement Services (Indoor) and Amusement Services (Outdoor) facility for this site (Case Number STP-23-02-0005).

**PROPOSED USE CHARACTERISTICS AND FUNCTION:**

The applicant is proposing to construct a 46,615 sq. ft. building on the 11.199-acre site. The site meets the requirements of the Unified Development Code (UDC) except for the variances noted below.

**ZONING REQUIREMENTS:***Density and Dimensional Requirements*

The property will be subject to the following requirements from PD-436 and the Unified Development Code (UDC).

**Table 2. Density and Dimensional Requirements**

Standard	Required	Proposed	Compliance
Minimum Lot Area (Sq. Ft.)	5,000	487,689	Yes
Minimum Lot Width (Ft.)	50	404.38	Yes
Minimum Lot Depth (Ft.)	100	1025.17	Yes
Front Setback (Ft.)	25	10	Variance
Side Setback (Ft.)			
Building Height <25 Ft.	10	-	Variance
Building Height <35 Ft.	15	-	
Building Height >35 Ft.	25	10	
Maximum Floor Area Ratio (FAR)	.5:1	.1:1	Yes

Maximum Building Height (Ft.)	60	41	Yes
Maximum Net Height (Ft.)	195	156	Yes

### *Parking Requirements*

The property is subject to parking requirements in Article 10 and Appendix F of the UDC. The following table summarizes these requirements. Per Appendix F, Section 11.A, parking minimums act as parking maximums in Corridor Overlay Districts. The proposal exceeds parking requirements and will require approval from City Council and an accompanying compensatory measure.

**Table 3. Parking Summary**

Standard	Required	Proposed	Meets
Indoor Amusement (1 space per 200 Sq. Ft.)	298	341	Exceeds

### *Landscape and Screening*

The property is subject to landscape and screening requirements in Article 8 and Appendix F of the UDC. The table below summarizes these requirements. The proposal meets or exceeds the landscape and screening requirements.

**Table 4. Landscape & Screening Requirements**

Standard	Required	Proposed	Meets
10 % Landscape Area (Sq. Ft.)	48,769	101,312	Exceeds
75% in Front Yard (Sq. Ft.)	36,577	36,577	Meets
Street & Buffer Trees (1/500 Sq. Ft.)	98	98	Yes
Parking Island with Tree (1/5 spaces) (Each space within 100' of Tree)	68	68	Exceeds
Total Trees	166	166	Meets
Shrubs 1-5 Gal/50 Sq. Ft.	975	1,058	Exceeds
Flowering/Colorful Plantings	146	497	Exceeds

### *Building Design*

The exterior building materials include stucco, brick, and metal accents. Appendix F generally seeks to avoid blank exterior walls without architectural features and finishes, changes in material, and articulation. This proposal provides articulation features, color contrast, and materials mix along with stone and metal accents to give the building definition. The building elevations meet all Appendix F requirements except for the variances noted below.

Appendix F contains two window requirements. The first is that facades shall consist of windows in an area that equals 50% of the overall vertical surface of all facades or that equals 50% of the length of all facades. The second requirement is that windows account for 30% of the area of street-facing facades. Appendix F also requires that facades include canopies along at least 25% of the length of all four facades. The proposed building elevations require variances to both window requirements and the canopy requirement.

## Appendix F Checklist

Appendix F requires that applicants provide Menu Items from four categories: Usable Open Space and Pedestrian Walkways, Site Design and Building Orientation, Building Design, and Healthy, Smart, and Sustainable Community. The table below lists the Menu Items included in the proposal. The proposal includes 12 Menu Items and meets the Appendix F Menu Items requirements.

**Table 5. Appendix F Menu Items**

Category	Amenity
Site Design and Building Orientation	Add Parking Lot Trees
Site Design and Building Orientation	Ceremonial Drive
Building Design	Materials Mix
Building Design	Stone Accent
Building Design	Color Contrast
Building Design	Specialty Accent
Building Design	Articulated Public Entrance
Building Design	Enhanced Windows
Building Design	Canopy Variation
Healthy, Smart & Sustainable Community	70% Native Plants
Healthy, Smart & Sustainable Community	Wi-Fi (.5)
Healthy, Smart & Sustainable Community	Ride Sharing Drop-Off (.5)
Healthy, Smart & Sustainable Community	Pollinator Friendly Flowers (.5)
Alternative Compliance	Pedestrian Walkway Connection

### VARIANCES:

The following variances are requested:

1. Front Setback –The applicant is requesting a variance to the minimum required setback of 25 feet to allow for a setback of 10 feet.
2. Side Setback – The applicant is requesting a variance to the minimum required setback of 25 feet to allow for a setback of 10 feet.
3. Glazing (Building) - The applicant is requesting a variance from 50% glazing of the length of all four facades to allow 47.2% glazing.
4. Glazing (Primary Facades) - The applicant is requesting a variance from 30% glazing of the area of facades that are parallel to streets to allow 27% glazing.
5. Canopies (Building) - The applicant is requesting a variance from canopies along 25% of the length of all four facades to allow for canopies along 24.1% of the length of all four facades.

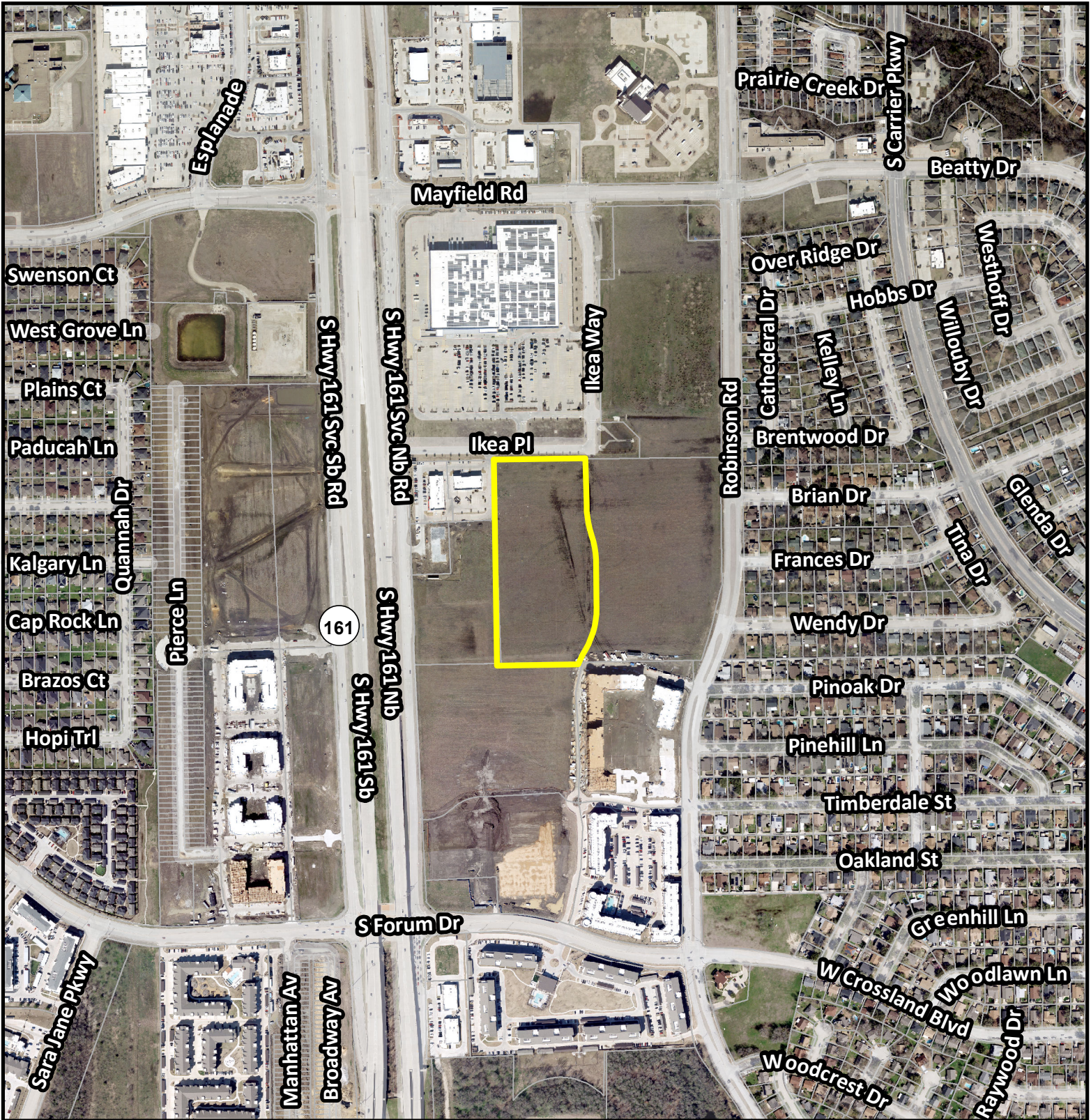
### RECOMMENDATION:

- On May 13, 2024, the Planning and Zoning Commission recommended approval by a vote of 7-0.
- The Development Review Committee (DRC) recommends approval.



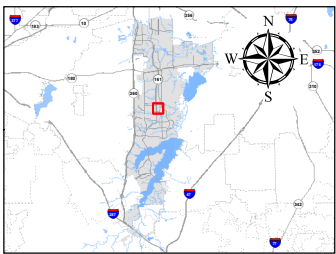
# Exhibit A- Location Map

## Page 1 of 1



- Location
- Street Center Line
- Parcels

The City of Grand Prairie has prepared maps for departmental use. These are not official maps of the City of Grand Prairie and should not be used for legal, engineering, or surveying purposes but rather for reference. These maps are the property of the City of Grand Prairie and have been made available to the public based on the Public Information Act. The City of Grand Prairie make every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. Utilization of this map indicates understanding and acceptance of this statement.



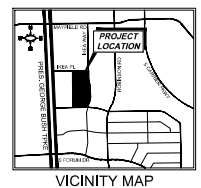
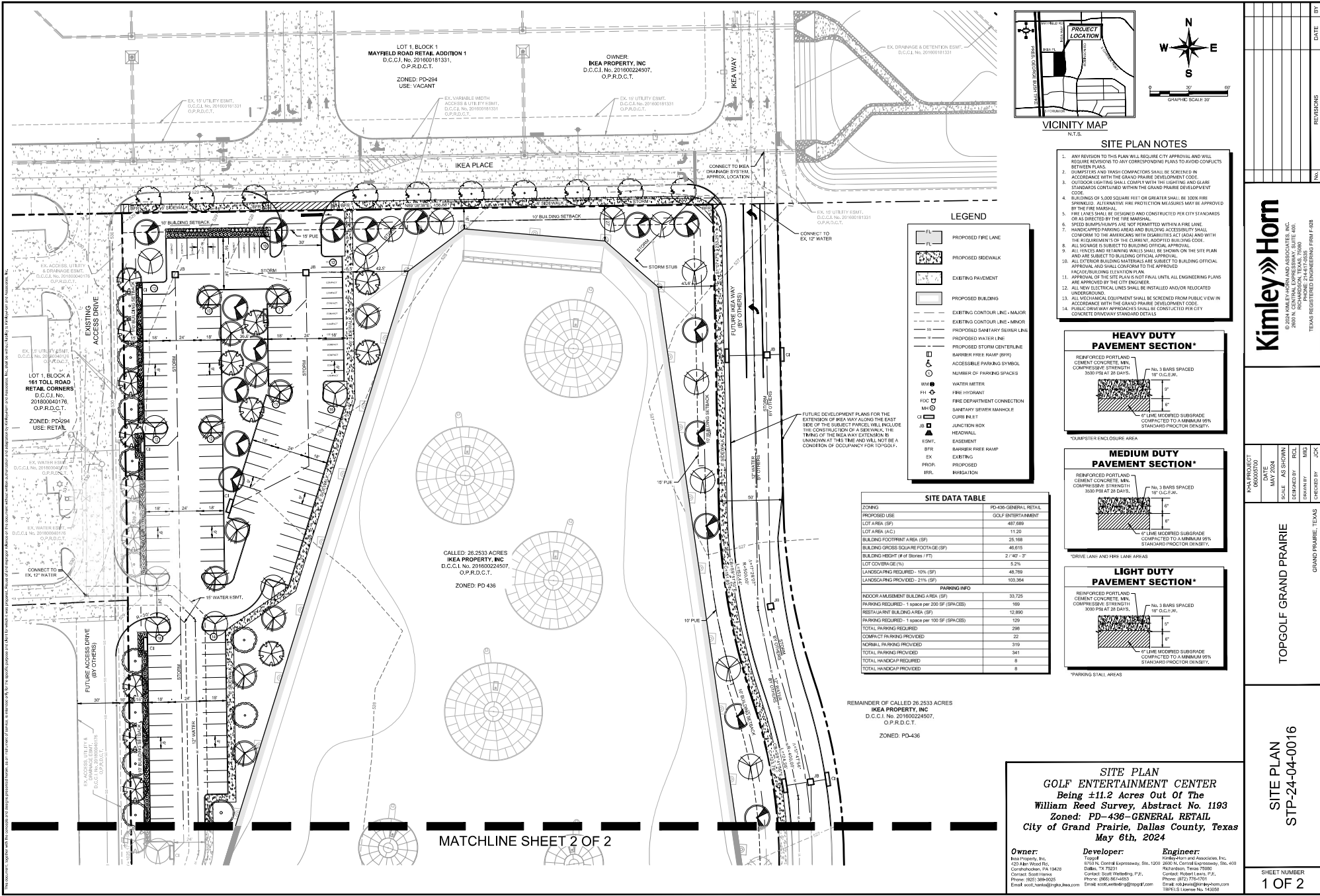
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PLANNING

Date: 4/17/2022

147





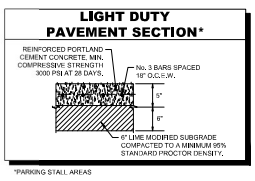
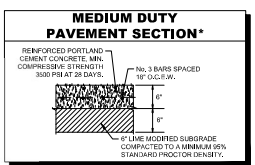
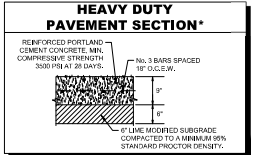
- SITE PLAN NOTES**
- ANY REVISION TO THIS PLAN WILL REQUIRE CITY APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
  - DISMISERS AND FLASH CONDUITS SHALL BE SCREENED IN ACCORDANCE WITH THE GRAND PRAIRIE DEVELOPMENT CODE.
  - OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE GRAND PRAIRIE DEVELOPMENT CODE.
  - BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE MARSHAL.
  - FIRE LINES SHALL BE DESIGNED AND CONSTRUCTED PER CITY STANDARDS OR AS DIRECTED BY THE FIRE MARSHAL.
  - SPED BOARDING PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICAN WITH DISABILITIES ACT (ADA) AND THE REQUIREMENTS OF THE CURRENT ADOPTED BUILDING CODE.
  - ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
  - ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
  - ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED.
  - FAÇADE LIGHTING ELEVATION PLAN APPROVAL OF THE SITE PLAN SHALL BE INSTALLED AND/OR REDUCATED UNDERGROUND.
  - ALL NEW ELECTRICAL PANELS SHALL BE INSTALLED AND/OR REDUCATED UNDERGROUND.
  - ALL NEW ELECTRICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE GRAND PRAIRIE DEVELOPMENT CODE.
  - PUBLIC DRIVEWAY APPROVALS SHALL BE CONSIDERED PER CITY CONCRETE DRIVEWAY STANDARD DETAILS.

**LEGEND**

[Symbol]	PROPOSED FIRE LINE
[Symbol]	PROPOSED SIDEWALK
[Symbol]	EXISTING PAVEMENT
[Symbol]	PROPOSED BUILDING
[Symbol]	EXISTING CONTOUR LINE - MAJOR
[Symbol]	PROPOSED DUTARY SEWER LINE
[Symbol]	PROPOSED WATER LINE
[Symbol]	PROPOSED STORM CENTERLINE
[Symbol]	BARBER FIRE RAMP (BFR)
[Symbol]	ACCESSIBLE PARKING SYMBOL
[Symbol]	NUMBER OF PARKING SPACES
[Symbol]	WATER METER
[Symbol]	FIRE HYDRANT
[Symbol]	FIRE DEPARTMENT CONNECTION
[Symbol]	SANITARY SEWER MANHOLE
[Symbol]	CURB INLET
[Symbol]	JUNCTION BOX
[Symbol]	HEADWALL
[Symbol]	EASEMENT
[Symbol]	SHAWNS FIRE RAMP
[Symbol]	EXISTING
[Symbol]	PROPOSED
[Symbol]	BRIGATION

**SITE DATA TABLE**

ZONING	PD-436-GENERAL RETAIL
PROPOSED USE	GOLF ENTERTAINMENT
LOT AREA (SF)	487,569
LOT AREA (AC)	11.20
BUILDING FOOTPRINT AREA (SF)	25,168
BUILDING GROSS SQUARE FOOTAGE (SF)	46,615
LOT COVERAGE (%)	5.2%
LANDSCAPING REQUIRED - 10% (SF)	46,769
LANDSCAPING PROVIDED - 21% (SF)	103,364
<b>PARKING INFO</b>	
ROOM ADJACENT BUILDING AREA (SF)	33,728
PARKING REQUIRED - 1 space per 200 SF (SPACES)	169
RESTAURANT BUILDING AREA (SF)	12,800
PARKING REQUIRED - 1 space per 100 SF (SPACES)	129
TOTAL PARKING REQUIRED	298
COMPLIANT PARKING PROVIDED	22
NORMAL PARKING PROVIDED	319
TOTAL PARKING PROVIDED	341
TOTAL HANDICAP REQUIRED	8
TOTAL HANDICAP PROVIDED	8



REMAINDER OF CALLED 26.2533 ACRES  
IKEA PROPERTY, INC  
D.C.C.I. No. 20160224507.  
O.P.R.D.C.T.  
ZONED: PD-436

**SITE PLAN**  
**GOLF ENTERTAINMENT CENTER**  
Being ±11.2 Acres Out Of The  
William Reed Survey, Abstract No. 1193  
Zoned: PD-436-GENERAL RETAIL  
City of Grand Prairie, Dallas County, Texas  
May 6th, 2024

**Owner:** Ikea Property, Inc.  
420 Abu Wood Rd.  
Conshohocken, PA 19380  
Contact: Scott Haines  
Phone: (610) 388-8025  
Email: scott.haines@igjusa.com

**Developer:** Kimley-Horn and Associates, Inc.  
8150 N. Central Expressway, Ste. 400  
Dallas, TX 75251  
Contact: Scott Walling, P.E.  
Phone: (972) 716-7700  
Email: scott.walling@kimley-horn.com

**Engineer:** Kimley-Horn and Associates, Inc.  
2800 N. Central Expressway, Ste. 400  
Richardson, Texas 75082  
Contact: Robert Lewis, P.E.  
Phone: (972) 716-7700  
Email: robert.lewis@kimley-horn.com

NO.	REVISIONS	DATE	BY

**Kimley-Horn**  
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.  
2800 N. CENTRAL EXPRESSWAY, SUITE 400  
RICHARDSON, TEXAS 75082  
PHONE: 972-716-7700  
TEXAS REGISTERED ENGINEERING FIRM # 528

DATE	SCALE	DESIGNED BY	REVISIONS	DATE	BY
MAY 2024	AS SHOWN	SCOTT WALLING			

**TOPGOLF GRAND PRAIRIE**  
GRAND PRAIRIE, TEXAS

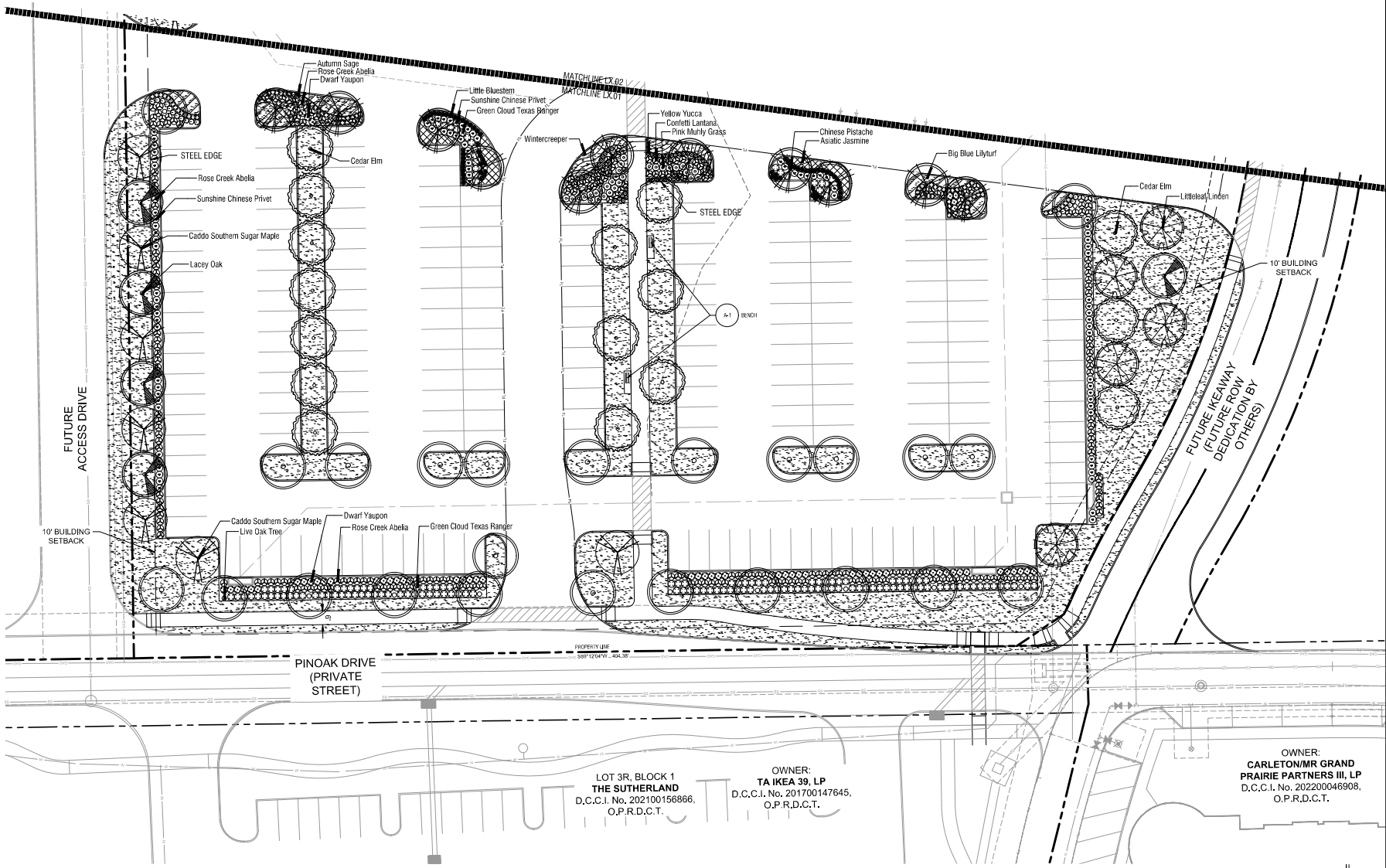
**SITE PLAN**  
STP-24-04-0016

SHEET NUMBER  
**1 OF 2**









DATE: 08/20/2024  
 TIME: 10:45 AM  
 USER: JACOB  
 PROJECT: TOPGOLF GRAND PRAIRIE  
 SHEET: L2.01  
 TITLE: PLANTING ENLARGEMENT  
 DRAWN BY: JACOB  
 CHECKED BY: JACOB  
 APPROVED BY: JACOB  
 PROJECT LOCATION: 10000 W. PINE HOLLOW, GRAND PRAIRIE, TEXAS 75050  
 PROJECT NUMBER: 202200046908



Scale: 1" = 20'-0"

LOT 3R, BLOCK 1  
THE SUTHERLAND  
D.C.C.I. No. 202100156866,  
O.P.R.D.C.T.

OWNER:  
TA IKEA 39, LP  
D.C.C.I. No. 201700147845,  
O.P.R.D.C.T.

OWNER:  
CARLETON/MR GRAND  
PRAIRIE PARTNERS III, LP  
D.C.C.I. No. 202200046908,  
O.P.R.D.C.T.

Planting Enlargement  
Scale: 1" = 20'-0"

A

NO.	REVISIONS	DATE	BY

**Kimley»Horn**  
 © 2024 KIMLEY HORN AND ASSOCIATES, INC.  
 108 W. LOUISIANA STREET, AUBURN, TX 75009  
 PHONE: 817.255.1500  
 FAX: 817.255.1500  
 WWW.KIMLEY-HORN.COM 24-2424

**PRELIMINARY**  
**Kimley»Horn**  
 PRELIMINARY DESIGN  
 NOT FOR CONSTRUCTION

NO.	DATE	SCALE	AS SHOWN	REVISED BY	DATE	BY	MEET.

**TOPGOLF GRAND PRAIRIE**  
 GRAND PRAIRIE, TEXAS

**PLANTING ENLARGEMENT**  
 20240820

SHEET NUMBER  
L2.01



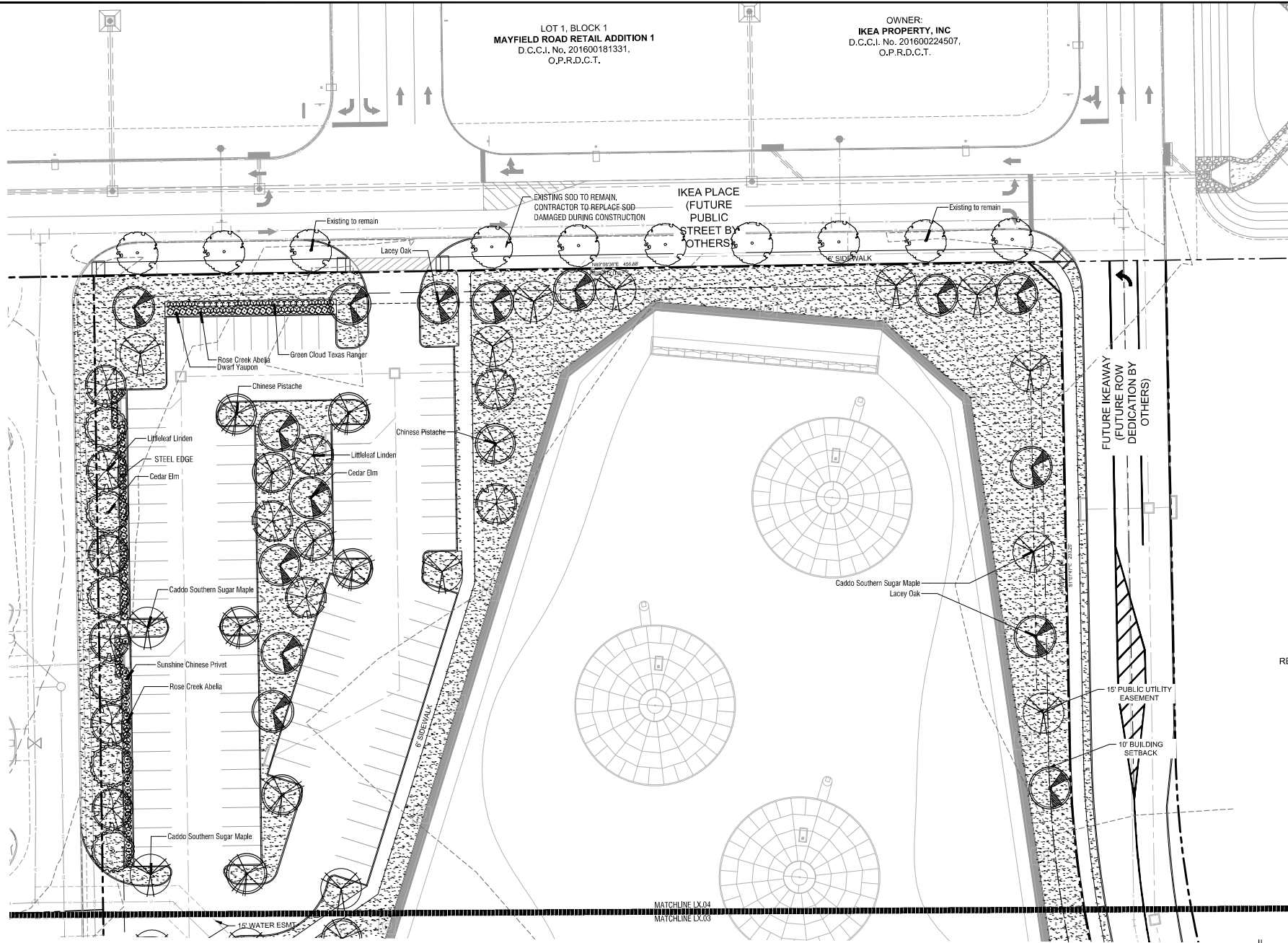


Exhibit C - Landscape Plan  
Page 5 of 9

Item 27.

LOT 1, BLOCK 1  
MAYFIELD ROAD RETAIL ADDITION 1  
D.C.C.I. No. 201600181331,  
O.P.R.D.C.T.

OWNER:  
IKEA PROPERTY, INC  
D.C.C.I. No. 201600224507,  
O.P.R.D.C.T.



No.	REVISIONS	DATE	BY

**Kimley»Horn**  
© 2017 KIMLEY-HORN AND ASSOCIATES, INC.  
100 W. LOUISIANA STREET, AUBURN, TX 76909  
PH: 817.255.0550  
WWW.KIMLEY-HORN.COM 73-2426



NO.	PROJECT	DATE	SCALE	DESIGNED BY	DRAWN BY	CHECKED BY	DATE

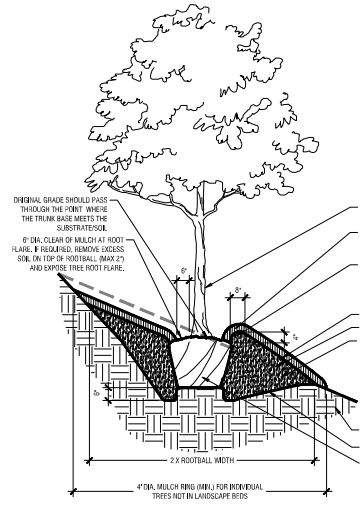
TOPGOLF GRAND PRAIRIE  
GRAND PRAIRIE, TEXAS

PLANTING ENLARGEMENT  
SP7-2426/09

SHEET NUMBER  
L2.04

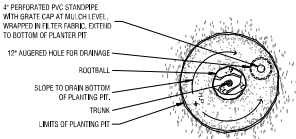
154

- NOTES:**
1. REF. PLANTING AND PLANTING SOIL SPECIFICATIONS FOR ADDITIONAL INFORMATION.
  2. REF. TREE STAKING DETAIL THIS SHEET.

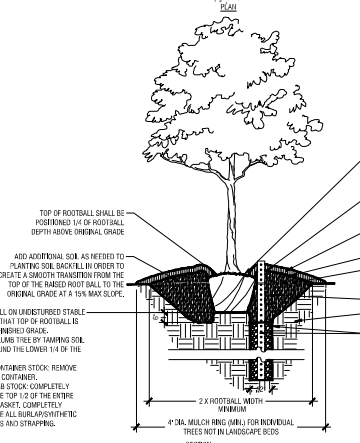


**Tree Planting on 5-25% Slopes (20:1 to 4:1 Slopes)**

Scale: NTS

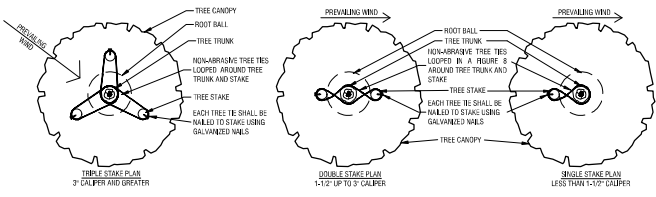


- NOTES:**
1. THIS DETAIL IS FOR TREE PLANTING IN POOR DRAINAGE CONDITIONS ONLY. REF. DETAIL A THIS SHEET FOR TYPICAL TREE PLANTING.

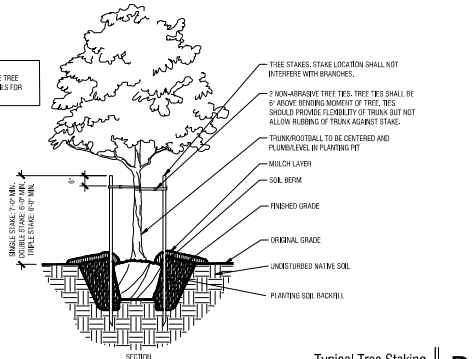


**Tree Planting (Poor Drainage Condition)**

Scale: NTS

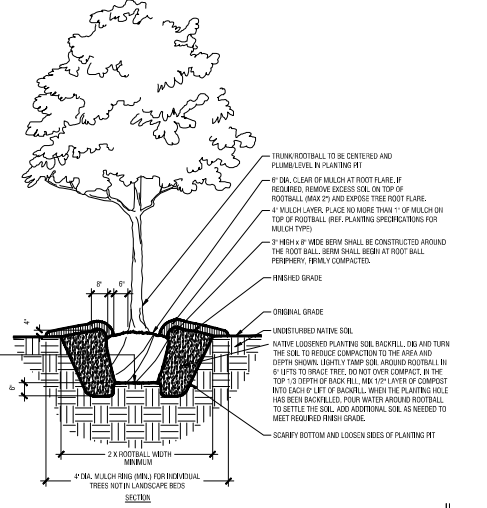


- NOTES:**
1. THIS DETAIL IS FOR ABOVE GRADE TREE STAKING ONLY. REF. OTHER DETAILS FOR TYPICAL TREE PLANTING.



**Typical Tree Staking**

Scale: NTS



**Typical Tree Planting (Up to 3\"/>**

Scale: NTS

NO.	REVISIONS	DATE

**Kimley»Horn**

10101 LEBLANCHE AVENUE SUITE 100  
 HOUSTON, TEXAS 77055  
 TEL: 281.462.1000 FAX: 281.462.1001  
 WWW.KIMLEY-HORN.COM

**PRELIMINARY**

Kimley»Horn  
 10101 LeBlanche Avenue, Suite 100  
 Houston, Texas 77055  
 Tel: 281.462.1000 Fax: 281.462.1001  
 www.kimley-horn.com

PROJECT NO.	DATE	SCALE	AS SHOWN

TOPGOLF GRAND PRAIRIE

GRAND PRAIRIE, TEXAS

PLANTING DETAILS

SP25-04-001B

SHEET NUMBER	A
L2.05	



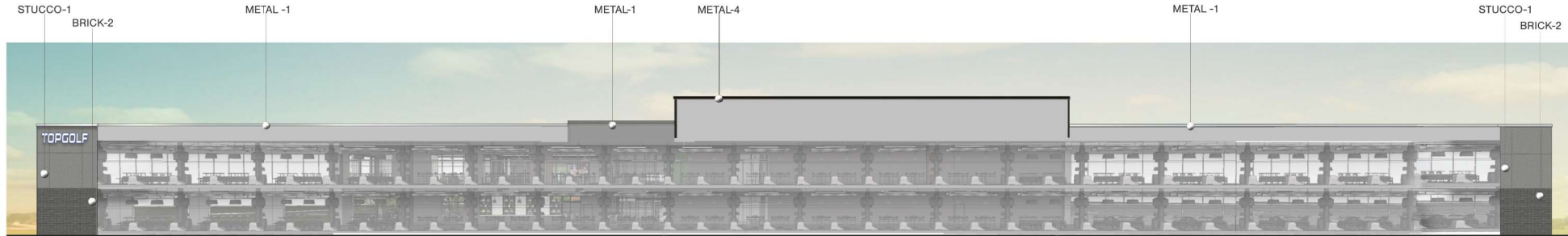








Front Elevation (North)



Rear Elevation (South) \*Excludes Facade Material Calculations since this is facing interior of driving range



**Front North Building Facade Area: 14,610 SF**

- Stucco 1: 2,798 SF (19%)
- Stucco 2: 1,458 SF (10%)
- Metal Louvers: 1,408 SF (10%)
- Brick: 3,908 SF (27%)
- Glazing: 3,999 SF (27%)
- Misc (Metal Canopy, Coping, Hollow Metal Doors, etc.): 1,039 SF (7%)

**Percentage of Covered Walkways in Linear Feet**

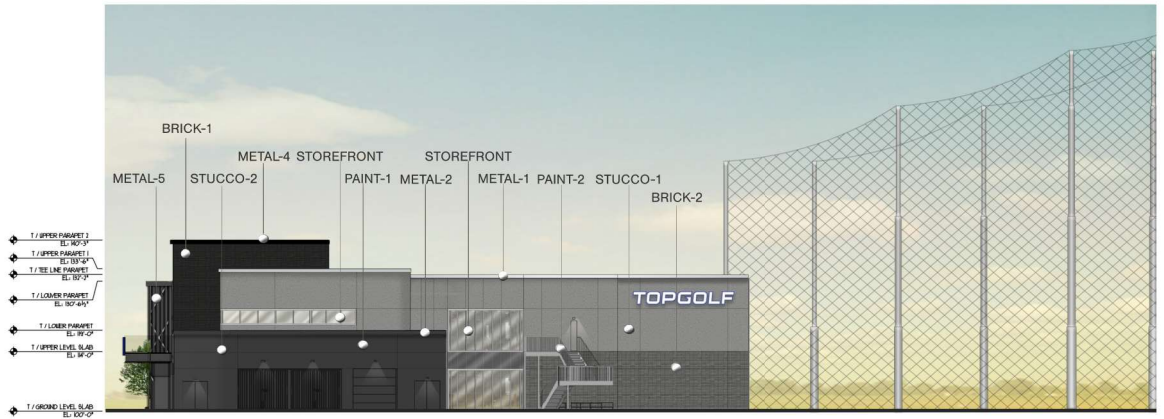
- Building Facade in Linear Feet= 701'-2"
- Covered Walkways in Linear Feet= 169'-2"
- Percent of Covered Walkways= 24.1%

**Percentage of Building Glazing in Linear Feet**

- Building Facade in Linear Feet= 701'-2"
- Total Glazing in Linear Feet= 331'-3"
- Percent of Glazing= 47.2%

								
<b>STUCCO - 1</b> STO CORP POWERWALL STUCCO FINE SAND FINISH COLOR: V1232129	<b>STUCCO - 2</b> STO CORP POWERWALL STUCCO FINE SAND FINISH COLOR: NA17-0049	<b>BRICK - 1</b> ENDICOTT MODULAR THIN BRICK COLOR: SN8	<b>BRICK - 2</b> ENDICOTT MODULAR THIN BRICK COLOR: SN3	<b>METAL - 1</b> PAC CLAD ALUMINUM COPING COLOR: SILVER	<b>METAL - 2</b> PAC CLAD ALUMINUM COPING COLOR: GRAPHITE	<b>METAL - 4</b> PAC CLAD ALUMINUM COPING COLOR: BLACK ALUMINUM	<b>METAL - 5</b> METAL DESIGN SYSTEM METAL LOUVER SYSTEM COLOR: (VERTICAL) PAC CLAD MUSKET GRAY; (DIAGONAL) LINETEC LT122667	<b>PAINT - 1 &amp; 2</b> SHERWIN WILLIAMS COLOR: SW9162 PEPPERCORN COLOR: SW9162 AFRICAN GREY

Exterior Elevations



Right Elevation (East)

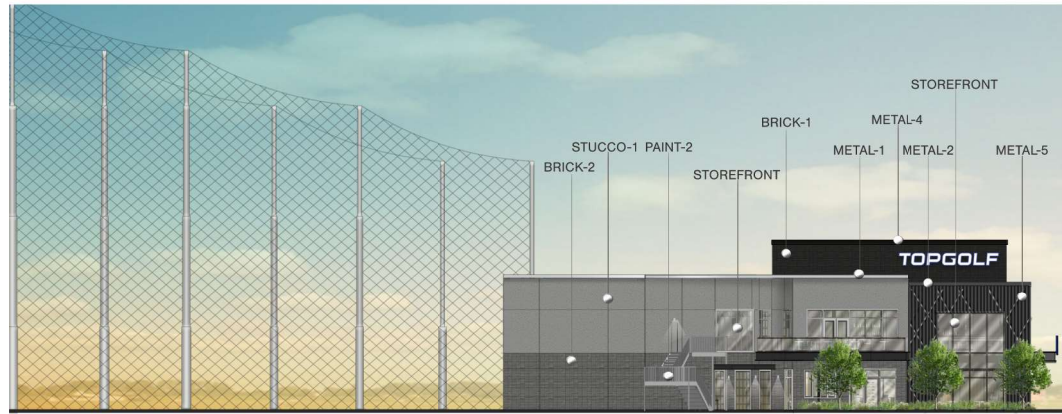


Right East Building Facade Area: 4,755 SF  
 Stucco 1: 1,470 SF (31%)  
 Stucco 2: 714 SF (15%)  
 Metal Louvers: 91 SF (2%)  
 Brick: 1,201 SF (25%)  
 Glazing: 570 SF (12%)  
 Misc (Metal Canopy, Coping, Hollow Metal Doors, etc.): 709 SF (15%)

								
<b>STUCCO - 1</b> STO CORP POWERWALL STUCCO FINE SAND FINISH COLOR: V1232129	<b>STUCCO - 2</b> STO CORP POWERWALL STUCCO FINE SAND FINISH COLOR: NA17-0049	<b>BRICK - 1</b> ENDICOTT MODULAR THIN BRICK COLOR: SN8	<b>BRICK - 2</b> ENDICOTT MODULAR THIN BRICK COLOR: SNS	<b>METAL - 1</b> PAC CLAD ALUMINUM COPING COLOR: SILVER	<b>METAL - 2</b> PAC CLAD ALUMINUM COPING COLOR: GRAPHITE	<b>METAL - 4</b> PAC CLAD ALUMINUM COPING COLOR: BLACK ALUMINUM	<b>METAL - 5</b> METAL DESIGN SYSTEM METAL LOUVER SYSTEM COLOR: (VERTICAL) PAC CLAD MUSKET GRAY; (DIAGONAL) LINETEC LT122667	<b>PAINT - 1 &amp; 2</b> SHERWIN WILLIAMS COLOR: SW9774 PEPPERCORN COLOR: SW9162 AFRICAN GREY

Exterior Elevations





Left Elevation (West)



Left West Building Facade Area: 4,416 SF  
 Stucco 1: 1,305 SF (30%)  
 Stucco 2: 0 SF (0%)  
 Metal Louvers: 443 SF (10%)  
 Brick: 1,392 SF (32%)  
 Glazing: 999 SF (23%)  
 Misc (Metal Canopy, Coping, Hollow Metal Doors, etc.): 277 SF (6%)

								
<b>STUCCO - 1</b> STO CORP POWERWALL STUCCO FINE SAND FINISH COLOR: V1232129	<b>STUCCO - 2</b> STO CORP POWERWALL STUCCO FINE SAND FINISH COLOR: NA17-0049	<b>BRICK - 1</b> ENDICOTT MODULAR THIN BRICK COLOR: SN8	<b>BRICK - 2</b> ENDICOTT MODULAR THIN BRICK COLOR: SN3	<b>METAL - 1</b> PAC CLAD ALUMINUM COPING COLOR: SILVER	<b>METAL - 2</b> PAC CLAD ALUMINUM COPING COLOR: GRAPHITE	<b>METAL - 4</b> PAC CLAD ALUMINUM COPING COLOR: BLACK ALUMINUM	<b>METAL - 5</b> METAL DESIGN SYSTEM METAL LOUVER SYSTEM COLOR: (VERTICAL) PAC CLAD MUSKET GRAY, (DIAGONAL) LINETEC LT122667	<b>PAINT - 1 &amp; 2</b> SHERWIN WILLIAMS COLOR: SW7674 PEPPER CORN COLOR: SW9162 AFRICAN GREY

Exterior Elevations

**Appendix F Menu Items Checklist**

The Appendix F Menu Items Checklist intended to help developers organize their Development Request submittal and communicate Menu Items choices to Staff. This checklist is not intended to be used without first reading Appendix F. Developers must select a total of 12 Menu Items. Unless otherwise indicated, each Menu Item counts as 1 Menu Item.

**Instructions:** Complete checklist by indicating which Menu Items you select. After completing the checklist fill out the Menu Item Summary Table.

Usable Open Space & Pedestrian Linkages		
✓ If Selected	Menu Item	Description
<input type="checkbox"/>	Enhanced Usable Open Space	Usable Open Space that exceeds the minimum requirements with at least four Tier 1 amenities and three or more Tier 2 amenities. <ul style="list-style-type: none"> <li>• Tier 1 Amenities: two types of seating, active water feature, furnished play area, dog park, sculpture, artwork, furnished outdoor game area, or comparable amenity proposed by the developer.</li> <li>• Seasonal plantings in decorative planters, textured paving, living wall, mural, decorative lighting, USB charging station, electrical hook-up to allow programming, or a comparable amenity proposed by the developer.</li> </ul> → Circle or highlight the proposed amenities.
<input type="checkbox"/>	Above-and-Beyond Usable Open Space (2)	Developers who are able to demonstrate to the Planning and Zoning Commission and City Council that the proposed Usable Open Space goes above-and-beyond the Enhanced Usable Open Space may count the space as two Menu Items. <ul style="list-style-type: none"> <li>* Include project narrative or exhibit that lists the proposed amenities and describes why the space should be considered above-and-beyond Usable Open Space.</li> </ul>
<input type="checkbox"/>	Public Art Piece	Dedicate at least 1% of the total project cost to one major public art piece to be centrally located.
<input type="checkbox"/>	Public Art Series	Dedicate at least 1% of the total project cost to multiple public art pieces to be located throughout the development.
Site Design & Building Orientation (Select at Least Two Menu Items)		
✓ If Selected	Menu Item	Description
<input type="checkbox"/>	75% Parking Behind Buildings	Buildings shall be placed towards the street with 75% of off-street parking located to the side or rear of buildings.
<input type="checkbox"/>	100% Parking Behind Buildings (1.5)	Buildings shall be placed towards the street with 100% of off-street parking located to the side or rear of buildings.
<input checked="" type="checkbox"/>	Add Parking Lot Trees	Provide one parking lot tree per five spaces. Parking lot trees should be capable of achieving 30% canopy coverage over the parking area within 10 years of planting.
<input type="checkbox"/>	Rain Gardens	Provide bioretention areas, or rain gardens, between every other row of parking.
<input type="checkbox"/>	Permeable Surface	Use permeable concrete and pavers on 15% of the surface parking lot.
<input type="checkbox"/>	Strategic Parking	Submit one of the following Strategic Parking Plans: <ul style="list-style-type: none"> <li>• Parking Reclamation Plan – Create a parking reclamation plan that includes specific strategies to reclaim surplus parking spaces to expand structures and usable open spaces or create new ones. Developers should anticipate changes in parking demand and design their site to create opportunities for adaptable reuse.</li> <li>• Parking Flex Plan – Create a parking flex plan that shows how parking spaces can be temporarily used for something other than parking, such as festivals, outdoor dining, community gatherings, and other events. The plan should identify the parking spaces and describe how they will be used.</li> </ul>

		<ul style="list-style-type: none"> <li>Phased Parking Plan – Create a phased parking plan and construct parking spaces in phases as demand requires. Areas intended for future parking phases would remain as green spaces until converted to parking spaces. If, after five years, future parking spaces have not been constructed, they shall become permanent green space.</li> </ul> <p>→ Circle or highlight selected parking plan.</p>
<input checked="" type="checkbox"/>	Ceremonial Drive Trees to be planted on the west side of Future IKEA Way	Developments over 20 acres or developments that include multiple lots/buildings shall provide a grand promenade or ceremonial drive with trees planted every 30 feet.
<input type="checkbox"/>	Gateway	Developments over 20 acres or developments that include multiple lots/buildings shall use site layout and building placement to create a gateway, frame usable open space, or create a view corridor with appropriate terminus.
<input type="checkbox"/>	Park Once Environment (1.5)	<p>Developments over 10 acres or developments that include multiple lots/buildings shall use site layout and building placement to create a park once environment.</p> <ul style="list-style-type: none"> <li>Shared parking agreements between different lots/occupants must be in place.</li> </ul>

**Building Design (Select at Least Six Menu Items)**

<input checked="" type="checkbox"/> If Selected	Menu Item	Description
<input checked="" type="checkbox"/>	Materials Mix	A single material, color, or texture shall not exceed 60% of a single facade.
<input checked="" type="checkbox"/>	Stone Accent	All four facades shall include a stone accent in a contrasting color and texture from the primary building material. The combined area of the stone accent shall be at least 25% of the vertical surface area of all facades.
<input checked="" type="checkbox"/>	Color Contrast	Each facade shall include at least two contrasting colors.
<input checked="" type="checkbox"/>	Specialty Accent	Color and/or material shall be used to highlight entrances of multi-tenant buildings. Specialty accents should reflect the personality or character of the occupant.
<input type="checkbox"/>	Corner Treatment	<p>Developers shall use at least three architectural elements to emphasize corners of the buildings: corner entrance, accent material, projecting cornice, tower element, enhanced windows, cupolas, gables, dormers, balconies, articulation, or a comparable element chosen by the developer. Corner treatments must be one of the Menu Items for buildings at key intersections.</p> <p>→ Circle or highlight the proposed architectural elements.</p>
<input checked="" type="checkbox"/>	Articulated Public Entrance	<p>The primary building entrance shall be visibly prominent from a public street. At least three of the following shall be used: recessed facade, projecting facade, <b>raised canopy, taller door dimensions, double doors, lighting fixtures</b> on either side of the entry, steps or stoops, changes in materials, arches, columns, eave treatment, transom windows, or a comparable element chosen by the developer.</p> <p>→ Circle or highlight the proposed elements.</p>
<input type="checkbox"/>	Buildings at Key Intersections	<p>Developers should highlight key intersections by using additional design elements to create gateways or landmarks. Buildings at key intersections shall include at least three of the following features: corner plaza with plantings and seating, corner tower form, cupolas, large window openings, sloped or pitched roof form, richer colors, seasonal plantings, or a comparable element chosen by the developer.</p> <p>→ Circle or highlight the proposed features.</p>
<input type="checkbox"/>	Roof Profile Variation	Developers shall use parapets or another technique to create a distinctive roof profile.
<input type="checkbox"/>	Articulation Elements	Each facade shall include at least three of the following items every 60 feet: change in roofline, facade modulation, window

		fenestration patterns, vertical columns, and change in material texture. → Circle or highlight the proposed items.
<input checked="" type="checkbox"/>	Enhanced Windows	All facades with windows shall include at least two types of windows that differ in the style, size, shape, or placement.
<input checked="" type="checkbox"/>	Canopy Variation	<p>Facades shall include multiple types of canopies. Changes in shape, color, or material should be used to highlight an architectural feature or particular user while complementing the established design theme.</p> <p>* It is likely that individual tenants will determine the final design of the canopy. If tenants are unknown at this time, submit an exhibit that illustrates variations in shape, color, and material within the intended design theme.</p>
<input type="checkbox"/>	Design Elements	<p>Facades shall include at least three other design elements: trellises, towers, overhang eaves, banding, pilasters, projecting cornices, columns, string courses, rustication, lintels, or a comparable element proposed by the developer.</p> <p>→ Circle or highlight the proposed design elements.</p>

**Healthy, Smart, and Sustainable Community (Select at Least Two Menu Items)**

<b>✓ If Selected</b>	<b>Menu Item</b>	<b>Description</b>
<input type="checkbox"/>	Mature Trees	Provide mature trees for 30% of required trees. The locations of the mature trees should be focused in usable open spaces and along pedestrian paths.
<input type="checkbox"/>	Connect to Parks and/or Trails	<p>Provide a connection to existing or proposed parks and/or trails. The connection should function as a continuation, not just a point of access. The connection shall include appropriate amenities such as bike racks, pet waste disposal stations, water fountains, misting stations, or a comparable amenity proposed by the developer.</p> <p>→ Circle or highlight the proposed amenities.</p>
<input type="checkbox"/>	Community Garden	Provide a community garden and participate in the City's community gardens partnership program.
<input type="checkbox"/>	Parking Reclamation Plan	Create a parking reclamation plan that includes specific strategies to reclaim surplus parking spaces to expand structures and usable open spaces or create new ones. Developers should anticipate changes in parking demand and design their site to create opportunities for adaptable reuse.
<input type="checkbox"/>	Parking Flex Plan	Create a parking flex plan that shows how parking spaces can be temporarily used for something other than parking, such as festivals, outdoor dining, community gatherings, and other events. The plan should identify the parking spaces and describe how they will be used.
<input type="checkbox"/>	Phased Parking Plan	Create a phased parking plan and construct parking spaces in phases as demand requires. Areas intended for future parking phases would remain as green space until converted to parking spaces. If, after five years, future parking phases have not been constructed, they shall become permanent green space.
<input type="checkbox"/>	Green Infrastructure	Provide and maintain green infrastructure such as bioretention areas (rain gardens), planter boxes, or vegetated buffer strips consistent with NCTCOG's integrated Stormwater Management (iSWM) Program.
<input type="checkbox"/>	Solar Energy	Use solar energy to satisfy 25% or more of on-site energy demand.
<input type="checkbox"/>	Preserve Open Space	Reserve existing natural areas comprising at least 5% of the overall project size. Such areas should incorporate quality non-invasive tree stands, habitat or riparian areas. Such areas should not include existing floodplain or other areas already protected or inherently unsuitable for development.

<input checked="" type="checkbox"/>	70% Native Plants	Use native and drought tolerant species for at least 70% of planting materials.
<input checked="" type="checkbox"/>	Wi-Fi (.5)	Provide Free Wi-Fi in common areas.
<input type="checkbox"/>	USB Charging Stations (.5)	Provide USB charging stations in usable open spaces.
<input type="checkbox"/>	Smart Parking (.5)	Provide web-connected sensors in pavement that help people find and/or reserve a parking space.
<input checked="" type="checkbox"/>	Ride-Sharing Drop-Off (.5)	Provide designated spaces for ride-sharing pick-ups and drop-offs.
<input type="checkbox"/>	Permeable Paving (.5)	Use permeable pavement on 15% of the parking lot.
<input type="checkbox"/>	Green Roofs (.5)	Provide a green roof that is at least 50% of total roof area.
<input type="checkbox"/>	Living Wall (.5)	Provide a living wall that is at least 60% of the area of the facade on which it is constructed.
<input type="checkbox"/>	Recycling Program (.5)	Institute a mandatory recycling program for occupants. Provide recycling bins in addition to trash bins in common areas.
<input type="checkbox"/>	30% Native Plants (.5)	Use native and drought tolerant species for at least 30% of planting materials.
<input checked="" type="checkbox"/>	Pollinator Friendly Flowers (.5)	Use native plants that attract bees, butterflies, moths, and hummingbirds for at least 20% of required landscape materials.

**Alternative Compliance**

The Menu Items listed do not represent an exhaustive list. Developers may propose a comparable item not listed. If developers are able to prove that the proposed item meets the intent of Appendix F, Staff may recommend that the proposed item be counted as a Menu Item. Indicate the proposed item, identify which of the four elements the proposed item will count towards, and provide a brief description.

<input checked="" type="checkbox"/> If Selected	Proposed Item/Element	Description
<input checked="" type="checkbox"/>	Pedestrian Walkway Connection (1)	A connection to Pinoak Drive shall be proposed in the SE corner of the site, providing a connection to the pedestrian walkway to the south, being provided by Bass Pro
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

**Menu Item Summary Table**

Element	# of Menu Items
Usable Open Space & Pedestrian Walkways	
Site Design & Building Orientation	2
Building Design	7
Healthy, Smart, Sustainable Community	2.5
Alternative Compliance	1
<b>Total Menu Items:</b>	<b>12.5</b>





**CITY OF GRAND PRAIRIE  
COMMUNICATION**

**MEETING DATE:** 06/04/2024

**REQUESTER:** Monica Espinoza, Administrative Supervisor

**PRESENTER:** Savannah Ware, AICP, Chief City Planner

**TITLE:** 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)

**APPLICANT:** Armando Garcia, AG Design Group

**RECOMMENDED ACTION:** Approve

**SUMMARY:**

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.

**PURPOSE OF REQUEST:**

The applicant intends to construct a 5,585 Sq. Ft. car wash that includes an office, retail space and waiting lounge. In addition to the automated car wash and self-service vacuums, the applicant plans to offer various wash plans and detail services.

**ADJACENT LAND USES:**

The following table summarizes the zoning designation and existing use for the surrounding properties.

**Table 1. Zoning and Land Use**

Direction	Zoning	Existing Use
North & West	Light Industrial (LI)	Office/Retail
South	Light Industrial (LI)	Gas Station & Restaurants
East	Light Industrial (LI)	Barbar Shop, Office, and Event Center

**PROPOSED USE CHARACTERISTICS AND FUNCTION:**

The applicant plans to construct a 5,585 Sq. Ft. car wash, including an office, retail space and waiting lounge. The applicant also proposes two driveways, one at W Pioneer Pkwy and another one on Great Southwest Pkwy. The site complies with the requirements of the Unified Development Code (UDC).

**ZONING REQUIREMENTS:**

*Density and Dimensional Requirements*

The property is subject to density and dimensional requirements in Article 6 of the Unified Development Code (UDC). The following table summarizes these requirements.

**Table 2. Site Data Summary**

Standard	Required LI Zoning	Compliance
Min. Lot Area (Sq. Ft.)	15,000	Yes
Min. Lot Width (Ft.)	100	Yes
Min. Lot Depth (Ft.)	150	Yes
Front (Ft.)	25	Yes
Rear (Ft.)	0	Yes
Side <35 Ht. (Ft.)	15	Yes
Max. Height (Ft.)	50	Yes
Max. (FAR)	1:1	Yes

*Parking Requirements*

The property is subject to parking requirements in Article 10 of the UDC. The following table summarizes these requirements. The proposal meets the parking requirements.

**Table 3. Parking Summary**

Standard	Required	Proposed	Meets
Car Wash (1 space per 150 Sq. Ft.*)	32	32	Yes
Retail (1 space per 275 Sq. Ft.) (837 Sq. Ft.)	3	3	Yes
Total Parking Spaces	35	35	Yes

*Landscape and Screening*

The property is subject to landscape and screening requirements in Article 8 of the UDC. The following table summarizes these requirements.

Standard	Required	Provided	Meets
Landscape Area (Sq. Ft.) 5%	4,760	11,869	Yes
Street & Buffer Trees (1/500 Sq. Ft.)	10	12	Yes
Shrubs (1 5-gallon shrub per 50 Sq. Ft. of required landscape area)	95	111	Yes
Parking Trees	2	3	Yes

*Building Design*

The building material mostly consists of fiber-cement architectural panels and corrugated metal panels with a portion of glass windows and metal coping. The building meets the requirements of the Unified Development Code (UDC).

**VARIANCES:**

The applicant is not requesting any variances.

**RECOMMENDATION:**

- On May 13, 2024, the Planning and Zoning Commission recommended approval by a vote of 7-0.
- The Development Review Committee (DRC) recommends approval.



# Exhibit A- Location Map

## Page 1 of 1




CASE LOCATION MAP  
 STP-24-02-0009  
 GRAND PRAIRIE CAR WASH

Item 28.

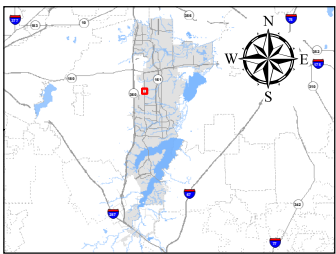
City of Grand Prairie  
 Planning and Development

(972) 237-8255  
 www.gptx.org



-  Location
-  Street Center Line
-  Parcels

The City of Grand Prairie has prepared maps for departmental use. These are not official maps of the City of Grand Prairie and should not be used for legal, engineering, or surveying purposes but rather for reference. These maps are the property of the City of Grand Prairie and have been made available to public based on the Public Information Act. The City of Grand Prairie make every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. Utilization of this map indicates understanding and acceptance of this statement.



0 0.07 Miles

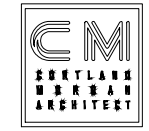
**Grand Prairie**  
 TEXAS  
 PLANNING

Date: 2/20/202

169



DATE: 12.11.2023  
 JOB NO: XXXXX  
 DRAWN: STAFF  
 CHECKED: AG



711 N. FIELDER RD.  
 ARLINGTON, TX 78012  
 PH: (817) 635-5686  
 FAX: (817) 635-5699

GRAND PRAIRIE  
 CARWASH  
 2600 W. PIONEER PKWY.  
 GRAND PRAIRIE, TX. 75051

REVISIONS

SITE PLAN

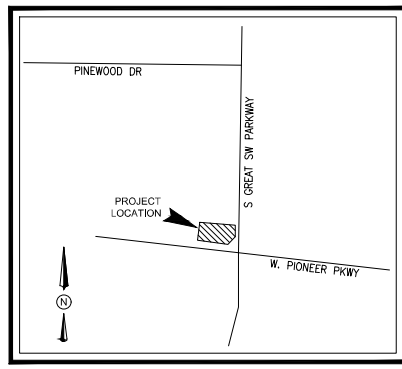
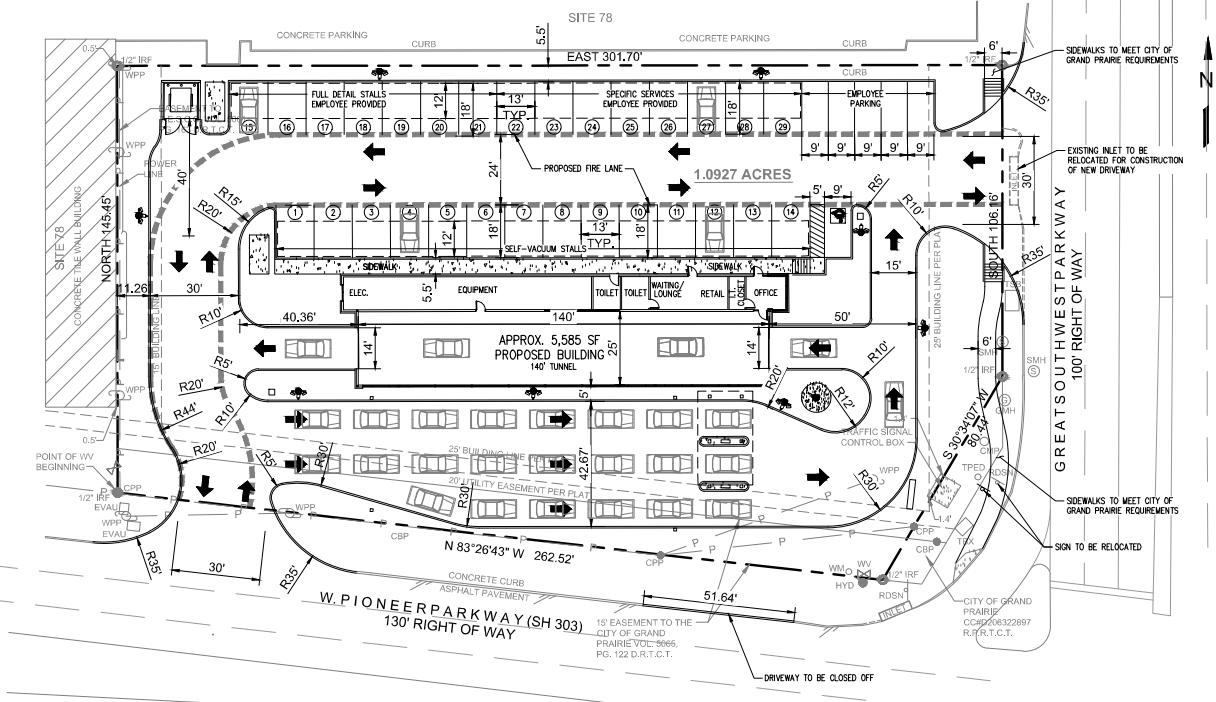
SHEET NUMBER

A1.00

Exhibit B - Site Plan  
 Page 1 of 1

- GENERAL NOTES**
- CONTRACTOR SHALL VERIFY ALL EXISTING SITE AND BUILDING CONDITIONS IN THE FIELD PRIOR TO START OF ANY WORK. A REGISTERED SURVEYOR SHALL BE ENGAGED TO LAY OUT ALL SITE WORK.
  - CONTRACTOR SHALL REVIEW DOCUMENTS AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES IN PROJECT PLANS AND SPECIFICATIONS, IN WRITING.
  - DRAWINGS SHALL NOT BE SCALED FOR BIDDING AND/OR CONSTRUCTION PURPOSES.
  - ALL PLAN DIMENSIONS ARE TO FINISHED FACE OF WALL UNLESS NOTED OTHERWISE.
  - ALL CONSTRUCTION WORK SHALL MEET OR EXCEED ALL LOCAL, STATE AND NATIONAL BUILDING CODES, AND COMPLY WITH THE CITY OF GRAND PRAIRIE BUILDING ORDINANCES. A BUILDING PERMIT SHALL BE OBTAINED FROM THE CITY OF GRAND PRAIRIE.
  - A LANDING MUST BE PROVIDED AT EACH EXIT DOOR. THE FLOOR SURFACE ON BOTH SIDES OF THE DOOR SHALL BE AT THE SAME ELEVATION AS PER THE TEXAS FIRE PREVENTION CODE.
  - VERIFY ALL EXIT DOOR LOOKING HARDWARE COMPLIES WITH THE TEXAS FIRE PREVENTION CODE.
  - ALL NEW CONCRETE FLOOR SLAB AREAS SHALL HAVE TERMITÉ TREATMENT.
  - ALL STRUCTURES SHALL HAVE ADDRESS NUMBERS PLACED ON THE BUILDING IN ACCORDANCE WITH GRAND PRAIRIE MUNICIPAL CODE.
  - ALL SIGNAGE, PERMANENT, PORTABLE, BANNERS, ETC. TO FOLLOW THE GRAND PRAIRIE SIGN ORDINANCE.
  - HOURS OF OPERATION:  
 CAR WASH - 7 DAYS A WEEK, 7:00 AM TO 8:00 PM.  
 BUILDING NOT TO EXCEED 25'-0" IN HEIGHT AND TOWERS NOT TO EXCEED 35'-0" IN HEIGHT.
  - EXTERIOR MATERIALS FOR BUILDING WILL BE SPLIT-FACED CMU BLOCK, GLASS WINDOW PANELS AND STORE FRONT MATERIALS.
  - ALL DOMESTIC WATER SERVICE AND METER SHALL BE 1-1/2".
  - SITE WILL COMPLY WITH LANDSCAPING REQUIREMENTS.
  - BUILDING IS A ONE STORY BUILDING WITH MECHANICAL MEZZANINES ABOVE STORAGE AREA AND OFFICE.

SITE DATA SUMMARY TABLE			
SITE ACREAGE:	1.0927 ACRES (47,603 SQ. FT.)		
ZONING:	LI - LIGHT INDUSTRIAL		
PROPOSED USE:	CARWASH		
BUILDING AREA:	5,585 S.F.		
NUMBER OF STORIES:	1		
BUILDING COVERAGE:	12%		
FLOOR AREA RATIO:	0.12		
EXIST. IMPERVIOUS AREA:	38,850 S.F. (81.8%)		
EXIST. PERVIOUS LANDSCAPE AREA:	8,653 S.F. (18.2%)		
TOT. IMPERVIOUS AREA:	35,448 S.F. (74.1%)		
PROP. PERVIOUS LANDSCAPE AREA:	12,119 S.F. (25.5%)		
VACUUM STALLS PROVIDED:	27		
EMPLOYEES:	7-10		
PARKING SUMMARY:			
STANDARD	REQUIRED	PROPOSED	MEETS
CAR WASH QUE	6	7	YES
CARWASH (1 SPACE PER 150 S.F.)	32	32	YES
4,745/150 = 32 SPACES			
RETAIL (1 SPACE PER 275 S.F.)	3	3	YES
837/275 = 3 SPACES			
HANDICAP PARKING	1	1	YES



CAR WASH MENU	
SERVICE	PRICE
TRIPLE FOAM CAR WASH	PRICE PER WASH PLAN
TAR, BUG & SAP REMOVAL	INCLUDED WITH WASH
TOTAL BODY WASH PROTECTION	INCLUDED WITH WASH
TIRE/WHEEL CLEANING	INCLUDED WITH WASH
SPOT FREE RINSE	INCLUDED WITH WASH
HIGH SPEED POWER DRYING	INCLUDED WITH WASH
TOWEL HAND DRYING	PRICE PER WASH PLAN
WHEEL SHINE	PRICE PER WASH PLAN
EXPRESS SYNTHETIC WAX (MACHINE BUFF & HAND WIPE)	PRICE PER WASH PLAN
VACUUMS	FREE
CARPET CLEANING (VACUUM, SHAMPOO & SPOT REMOVAL)	PRICE PER DETAIL SERVICE PLAN
SEAT CLEANING (SHAMPOO & LEATHER CONDITIONING)	PRICE PER DETAIL SERVICE PLAN
WINDOW CLEANING (INTERIOR & EXTERIOR)	PRICE PER DETAIL SERVICE PLAN
INTERIOR DETAILING (DRESS DOORS, DASH & CONSOLE)	PRICE PER DETAIL SERVICE PLAN
AIR FRESHENER FRAGRANCE APPLICATION	PRICE PER DETAIL SERVICE PLAN

CAR WASH PLANS AND DETAIL SERVICES	
WASH PLANS	PRICE
ULTIMATE EXPERIENCE	\$18
PREMIUM WASH	\$13
DELUXE WASH	\$9
BASIC WASH	\$6
DETAIL SERVICES	
DETAIL SERVICES	PRICE
EXPRESS WAX	\$49
CARPET CLEAN	\$49
SEAT SHAMPOO & TREATMENT	\$49
SUPER CLEAN	\$49
MINI DETAIL	\$200
HEADLIGHT RESTORATION	\$65
FULL SERVICES	
FULL SERVICES	PRICE
PLATINUM PACKAGE	\$30
GOLD PACKAGE	\$25
SILVER PACKAGE	\$21
BRONZE PACKAGE	\$18

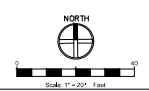
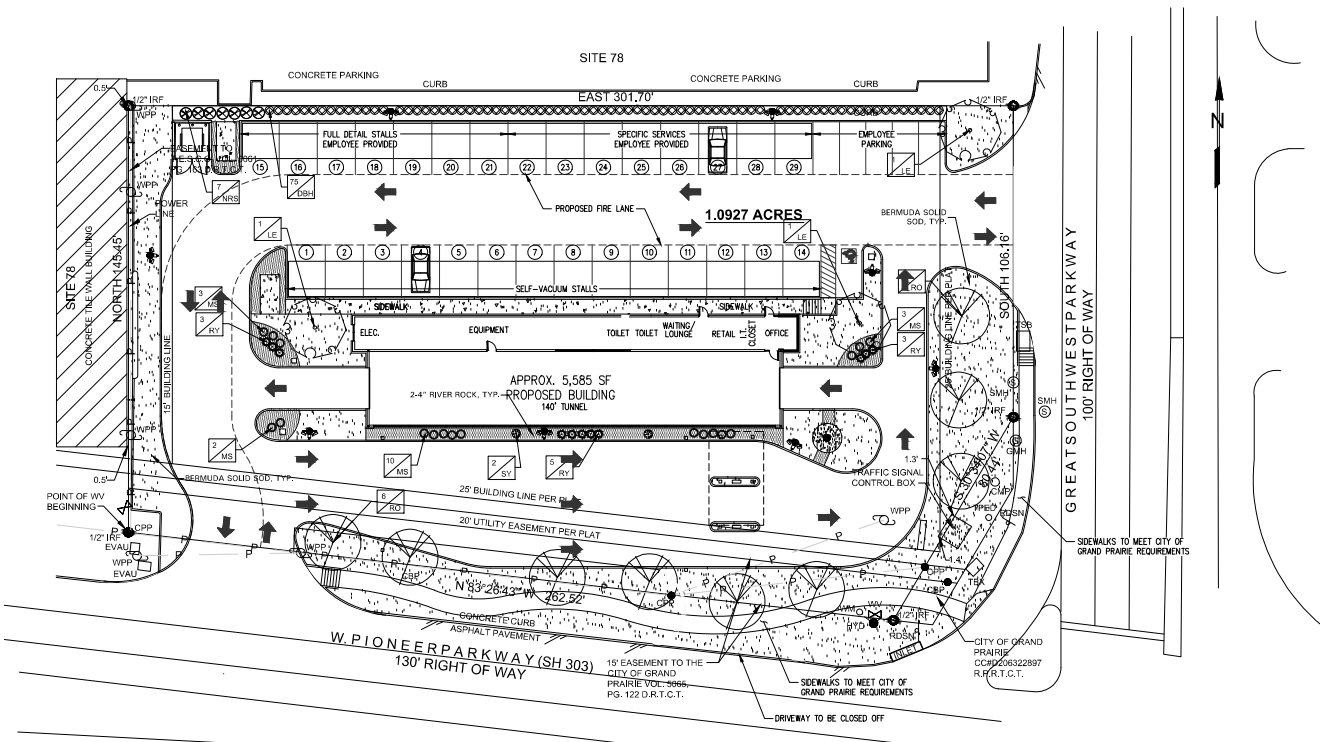


Exhibit C - Landscape Plan  
Page 1 of 1



- GENERAL LAWN NOTES**
- CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION PHASES.
  - LAWN AREAS SHALL BE LEFT 1' BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL AND MULCH APPLICATION.
  - CONTRACTOR TO FINISH GRADE AREAS TO ACHIEVE FINAL CONTIGUOUS SURFACE. ALL FINISH GRADE AREAS SHALL BE FINISHED TO THE PROPOSED FINISH GRADE. SLOPES SHALL BE PROVIDED AND IN OTHER AREAS IN CONCRETE AREAS WHERE STANDING WATER MAY OCCUR.
  - ALL LAWN AREAS SHALL BE FINE GRADED. IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER PRIOR TO CONSTRUCTION. ALL ROCKS 3/4" IN DIAMETER AND LARGER, RIVULUS ALL LEFT CLOSIS, STICKS, CONCRETE DEBRIS, TRASHETS PRIOR TO TOPSOIL, TOPSOIL, AND GRADE.
  - CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE.
  - CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT IF NECESSARY.
- SOLID SOIL**
- SOLID SOIL SHALL BE PLACED ALONG ALL IMPROVED EDGES, AT A MINIMUM 1" THICK. INCLUDE CURBS, WALKS, ALLEYS, DRIVEWAYS AND PLANTING BED AREAS. SOIL SHALL COVER OTHER AREAS COMPLETE AS INDICATED BY PLAN.
  - SOIL SHALL BE STRONGLY WEEDED OR LIGHT RESEED SOIL, NOT LESS THAN 2 YEARS OLD, FREE OF WEEDS AND UNDESIRABLE NATIVE GRASS AND MOISTURE GETS TO PAD THICKNESS OF 3/4" (4" H) EXCLUDING TOP GROWTH AND THATCH.
  - LAY SOIL BY HAND TO COVER INDICATED AREAS COMPLETELY. EXPOSURE EDGES ARE TO BE FINISHED TO FITTING JOINTS. NO OVERLAPS WITH STAGGERED STIRPS TO OFFSET JOINTS.
  - TOP EDGES JOINTS BY HAND WITH TOPSOIL TO 1/2" VOIDS IF NECESSARY.
  - SOIL SHALL BE BULDED TO CREATE A SMOOTH EVEN SURFACE. SOIL SHALL BE WATERED THROUGHOUT DURING INSTALLATION.
  - SOIL SHOULD BE LAYERED TO DEPTHS OF 1ST AND 2ND MARCH 1ST. OVERSEEDS SHOULD BE SOWN WITH WATER FREQUENT AT A RATE OF 1 POUND PER 1000 S.F.

- LANDSCAPE NOTES**
- CONTRACTOR TO VERIFY AND LOCATE ALL PROPOSED AND EXISTING ELEMENTS, NOTIFY LANDSCAPE ARCHITECT OR DESIGNATED REPRESENTATIVE FOR ANY LANDSCAPE ELEMENTS OR ANY CONDITION THAT WOULD PREVENT THE INSTALLATION OR SPECIAL SURVEY DATA. IF EXISTING CONDITIONS ARE SUPPLIED BY OTHERS.
  - CONTRACTOR SHALL CALL 811 TO VERIFY AND LOCATE ANY AND ALL UTILITIES ON SITE PRIOR TO COMMENCING WORK. ANY CONFLICTS, CONTRACTOR TO VERIFY AND LOCATE UTILITIES. WHEN WORKING NEAR UNDERGROUND UTILITIES.
  - A MINIMUM 1" BELOW FINAL GRADE AREAS TO ACHIEVE FINAL CONTIGUOUS SURFACE. ALL FINISH GRADE AREAS SHALL BE FINISHED TO THE PROPOSED FINISH GRADE. SLOPES SHALL BE PROVIDED AND IN OTHER AREAS IN CONCRETE AREAS WHERE STANDING WATER MAY OCCUR.
  - CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE.
  - CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT IF NECESSARY.
  - CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION PHASES.
  - LAWN AREAS SHALL BE LEFT 1' BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL AND MULCH APPLICATION.
  - CONTRACTOR TO FINISH GRADE AREAS TO ACHIEVE FINAL CONTIGUOUS SURFACE. ALL FINISH GRADE AREAS SHALL BE FINISHED TO THE PROPOSED FINISH GRADE. SLOPES SHALL BE PROVIDED AND IN OTHER AREAS IN CONCRETE AREAS WHERE STANDING WATER MAY OCCUR.
  - ALL LAWN AREAS SHALL BE FINE GRADED. IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER PRIOR TO CONSTRUCTION. ALL ROCKS 3/4" IN DIAMETER AND LARGER, RIVULUS ALL LEFT CLOSIS, STICKS, CONCRETE DEBRIS, TRASHETS PRIOR TO TOPSOIL, TOPSOIL, AND GRADE.
  - CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE.
  - CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT IF NECESSARY.

- HYDRONALIC**
- SCAMPY AND LOOSE ALL AREAS TO BE HYDRONALIC TO A MINIMUM DEPTH OF 4" PRIOR TO TOPSOIL AND HYDRONALIC MULCH INSTALLATION.
  - BERMUDA GRASS SEED SHALL BE EXTRA HALLED, TREATED LAWN TYPE SHALL BE DELIVERED TO THE SITE IN ITS ORIGINAL UNDESIGNED CONTAINER AND SHALL MEET ALL STATE LOCAL LAW REQUIREMENTS.
  - THEIR SHALL BE 100% WOOD CELLULOSE FIBER DELIVERED TO THE SITE IN ITS ORIGINAL UNDESIGNED CONTAINER AS MANUFACTURED BY "DOWNS OR EQUAL". THESE TACKS SHALL BE DELIVERED TO THE SITE IN ITS ORIGINAL UNDESIGNED CONTAINER AND SHALL MEET ALL STATE LOCAL LAW REQUIREMENTS.
  - THEIR SHALL BE 100% WOOD CELLULOSE FIBER DELIVERED TO THE SITE IN ITS ORIGINAL UNDESIGNED CONTAINER AS MANUFACTURED BY "DOWNS OR EQUAL". THESE TACKS SHALL BE DELIVERED TO THE SITE IN ITS ORIGINAL UNDESIGNED CONTAINER AND SHALL MEET ALL STATE LOCAL LAW REQUIREMENTS.
  - USE A BATTER BOARD AROUND ALL BED AREAS TO PREVENT OVER SPRAWL.
  - IF INADEQUATE MOISTURE IS PRESENT IN SOIL, APPLY WATER AS NECESSARY FOR OPTIMUM MOISTURE FOR SEED APPLICATION.
  - IF INSTALLATION OCCURS BY TRENCH OR FINISH 1ST AND MAY SET. ALL HYDRONALIC AREAS SHALL BE OVERSEEDS WITH WINTER RYE GRASS AT A RATE OF FOUR POUNDS PER ONE THOUSAND SQUARE FEET. CONTRACTOR SHALL BE REQUIRED TO RE-HYDRONALIC WITH BERMUDA GRASS THE FOLLOWING GROWING SEASON FREE OF THE CONTRACT.
  - AFTER APPLICATION, NO EQUIPMENT SHALL OPERATE OVER APPLIED AREAS. WATER SEEDS AREAS IMMEDIATELY AFTER APPLICATION TO SOIL SURFACE.
  - ALL LAWN AREAS TO BE HYDRONALIC SHALL ACHIEVE 100% COVERAGE PRIOR TO FINAL ACCEPTANCE.

**LANDSCAPE TABULATIONS for Grand Prairie, TX**

**Non Residential Landscaping**

- A minimum of 75% of all required landscape areas shall be located in the front yard.
- The minimum landscape requirement is 10% of the site area.
- One tree shall be provided for over 500 s.f. of landscape required.

REQUIRED	PROVIDED
3070 s.f. (75%)	7405 s.f.
4760 s.f. (10%)	11889 s.f. (24.93%)
10 trees, 3" cal	12 trees, 3" cal

**Landscaping Adjacent to Public R.O.W.**

- Street trees shall be provided and spaced between 25' and 50 feet apart along the property line or linear frontage.

**Parking Areas**

- One tree shall be provided for each 20 parking spaces. No car parking space shall be located greater than 100' from the center of a tree.
- Parking areas shall be screened along all streets by a minimum 3' high solid shrub hedge when mature.

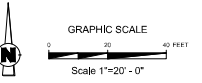
REQUIRED	PROVIDED
2 trees	3 trees
shrub screen	shrub screen

STANDARD	REQUIRED	PROPOSED/MEETS
Landscape Area (Sq. Ft.)	4,760	11,889 YES
Street Trees	10	12 YES
Parking Trees	2	3 YES
Total Site Trees	12	15 YES
Shrubs	95	111 YES

**PLANT SCHEDULE**

QTY	LE	COMMON NAME	SCIENTIFIC NAME	SIZE	NOTES
9	RO	SHADE TREES			
3	LE	'Bosque' Lacebark Elm	<i>Ulmus parvifolia 'LUPM1'</i>	3" cal.	12" ht., 5' spread
6	RO	Texas Red Oak	<i>Quercus buckleyi</i>	3" cal.	12" ht., 5' spread
75	DBH	SHRUBS			
18	MS	Dwarf Burford Holly	<i>Ilex cornuta 'Burford Nano'</i>	5 gal.	full, 20" spread, 38" o.c.
7	MS	Maiden Grass	<i>Miscanthus sinensis 'Gracillimus'</i>	5 gal.	full, 20" spread, 38" o.c.
1	NS	Nala R Stevens Holly	<i>Ilex x Nala R Stevens</i>	7 gal.	full, 40" o.c.
1	RY	Red Yucca	<i>Hesperaloe parviflora</i>	5 gal.	full, 24" sprd, 30" o.c.
2	SY	Softleaf Yucca	<i>Yucca recurvifolia</i>	5 gal.	full, 30" o.c.
		GROUND COVER/VINES/GRASS			
		Bermuda Solid Sod	<i>Cynodon dactylon</i>		
		2-4" River Rock			

Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. Trees shall have a strong central leader and be of matching specimens. All plant material shall meet or exceed marks as indicated.



AWR  
 Grand Prairie  
 Carwash  
 2600 W Pioneer Parkway  
 Grand Prairie, Texas



Project Number: 24029  
 Drawn by: AWR  
 Checked by: AWR  
 Issue Date: 2-13-24  
 Revisions:

Sheet Title:  
**LANDSCAPE PLAN**

Sheet Number:

L1.01





**CITY OF GRAND PRAIRIE  
ORDINANCE**

**MEETING DATE:** 06/04/2024

**REQUESTER:** Monica Espinoza, Administrative Supervisor

**PRESENTER:** Savannah Ware, AICP, Chief City Planner

**TITLE:** 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)

**APPLICANT:** Thomas Vilbig, Vilbig and Associates

**RECOMMENDED ACTION:** Staff is unable to support the request because it is inconsistent with the FLUM. However, staff notes that townhouses are allowed by the existing zoning.

*Please note, the FLUM is not the property zoning, it is the recommended future land use for potential development per the city's comprehensive plan.*

**SUMMARY:**

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.

**PURPOSE OF REQUEST:**

The applicant is proposing to rezone the subject parcels to be able to construct 14 townhomes on 2.004 acres. The purpose of this request is to change the Future Land Use Map (FLUM) designation from Commercial/Retail/Office to Medium Density Residential to align with the proposed zone change.



## ADJACENT LAND USES:

The following table summarizes the zoning designation and existing use for the surrounding properties.

**Table 1. Zoning and Land Use**

Direction	Zoning	Existing Use
North	Multi Family One (MF-1)	Undeveloped
South	Multi Family One (MF-1)	Residential (Four-plex)
West	General Retail (GR)	Hwy 161/ Undeveloped
East	Single Family Two (SF-2)	Residential Homes

## CONFORMANCE WITH THE COMPREHENSIVE PLAN:

### *Future Land Use Map*

The Future Land Use Map (FLUM) is designed to facilitate the efficient, sustainable, and fiscally sound development and redevelopment of Grand Prairie. The purpose of the FLUM is to serve as an outlook for the future use of land and the character of development in the community. The FLUM, along with other community objectives, is used to guide land use decisions.

The FLUM designates this location as Commercial, Retail, and Office. The existing zoning, MF-1, is inconsistent with the FLUM. The proposed townhouse development is allowed in the MF-1 Zoning District. The proposal requests a maximum density of seven (7) dwelling units per acre, which is significantly lower than the allowed density of 13.2 for townhomes. The proposed Medium Density Residential is compatible with the existing developments in the area. The properties to the east are single-family residential and properties to the south are four-plexes. The proposed Medium Density Residential is in alignment with its future use designation to serve as a transitional use between low-density areas and higher intensity uses.

Any amendments to the Comprehensive Plan and accompanying Future Land Use Map are required to be reviewed by the Planning and Zoning Commission. Section 1.11.5.1 of the Unified Development Code of the City of Grand Prairie, Texas stipulates that the Planning and Zoning Commission shall conduct a public hearing and make recommendations to the City Council on amendments to the Comprehensive Plan.

## RECOMMENDATION:

- On May 13, 2024, the Planning and Zoning Commission recommended approval by a vote of 7-0.
- Staff is unable to support the request because it is inconsistent with the FLUM. However, staff notes that townhouses are allowed by the existing zoning. *Please note, the FLUM is not the property zoning, it is the recommended future land use for potential development per the city's comprehensive plan.*

## BODY:

**AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS AMENDING THE 2021 FUTURE LAND USE MAP, A COMPONENT OF THE 2018 COMPREHENSIVE PLAN, TO CHANGE THE CLASSIFICATION OF 2.004 ACRES OF LAND OUT OF THE H. BILSMIRER SURVEY, ABSTRACT NO. 111, CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS,**

**FROM COMMERCIAL, RETAIL, OFFICE TO MEDIUM DENSITY RESIDENTIAL; AND MAKING THIS ORDINANCE CUMULATIVE; CONTAINING A SAVINGS CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND TO BECOME EFFECTIVE UPON ITS PASSAGE AND APPROVAL**

**WHEREAS**, Section 1.11.5.1 of the Unified Development Code of the City of Grand Prairie, Texas stipulates that the Planning and Zoning Commission shall conduct a public hearing and make recommendations to the City Council on amendments to the Comprehensive Plan; and

**WHEREAS**, Notice was given of a public hearing on proposed amendments to the Comprehensive Plan Amendment to be held by the Planning and Zoning Commission of Grand Prairie, Texas, in the City Hall Plaza Building, at 6:30 P.M. on May 13, 2024, such Notice of the time and place of such hearing having been given at least ten (10) days prior to such hearing by publication in the Fort Worth Star Telegram, Fort Worth, Texas, a newspaper of general circulation in such municipality; and

**WHEREAS**, after consideration of said amendment, the Planning and Zoning Commission of the City of Grand Prairie, Texas voted 7 to 0 to recommend approval to the City Council of Grand Prairie, Texas, that said Comprehensive Plan Amendment should be approved since its provisions are in the public interest and will promote the health, safety and welfare of the community; 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 P.M. on June 4, 2024, to consider the advisability of amending the Comprehensive Plan, 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, Fort Worth, Texas, a newspaper of general circulation in such municipality.

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

**SECTION 1.** The Future Land Use Map of the City of Grand Prairie be amended, revised, and described as follows:

- A. Change the Future Land Use Map classification from Commercial/Retail/Office to Medium Density Residential on 2.004 acres 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; as described and depicted in Exhibit A – Location Map.

**SECTION 2.** 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 3.** The Unified Development Code of the City of Grand Prairie, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

**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.** 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, THIS THE 4TH DAY OF JUNE 2024.**

**ORDINANCE NO. X-2024**

**CASE NO. CPA-24-04-0005**

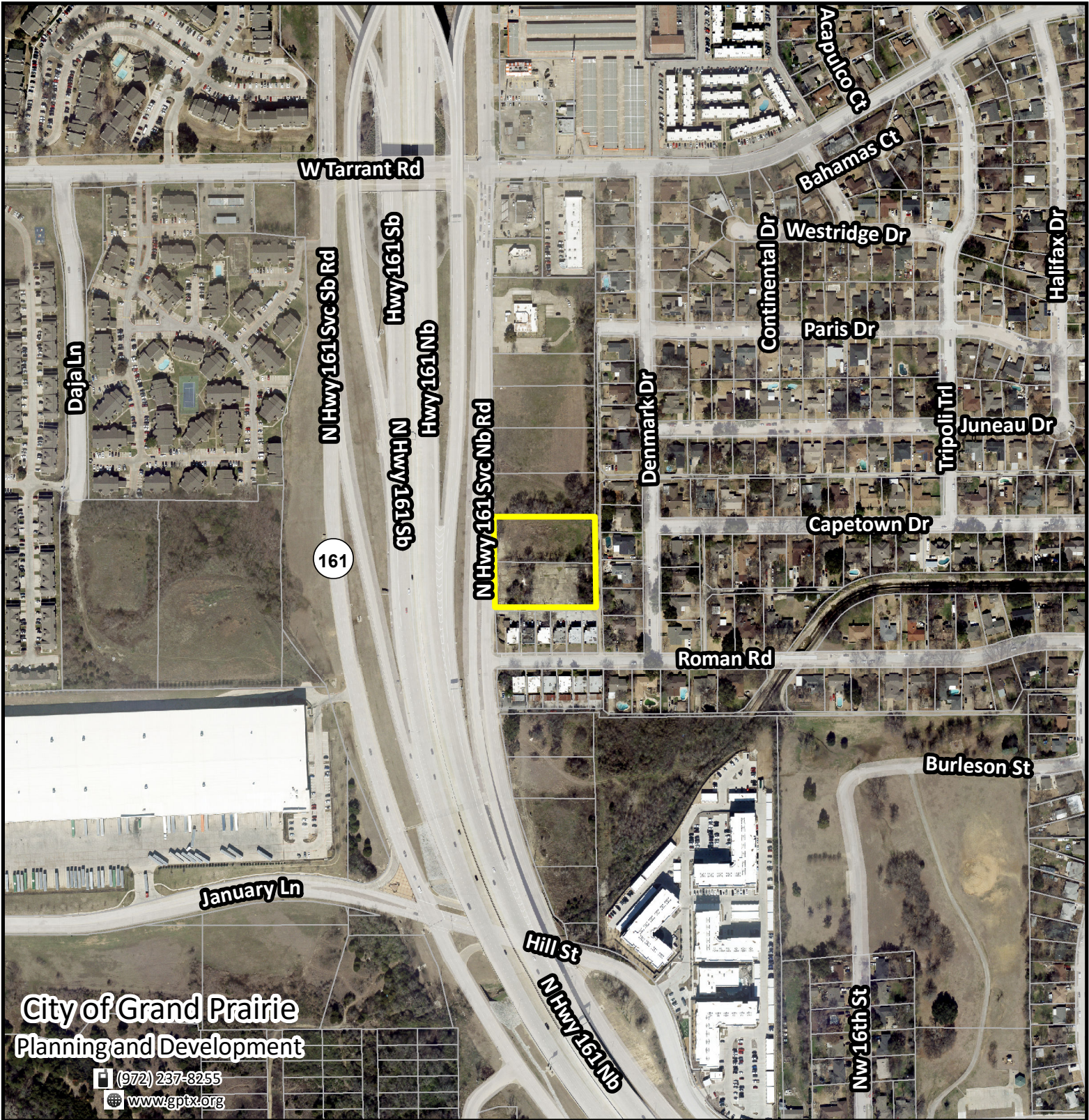


# Exhibit A- Location Map

## Page 1 of 1




CASE LOCATION MAP  
 ZON-24-03-0009  
 1050 N HWY 161

Item 29.

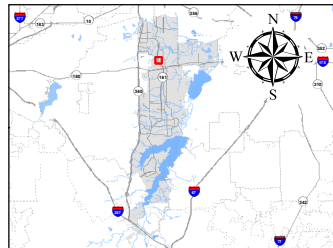


City of Grand Prairie  
 Planning and Development

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 www.gptx.org

-  Location
-  Street Center Line
-  Parcels

The City of Grand Prairie has prepared maps for departmental use. These are not official maps of the City of Grand Prairie and should not be used for legal, engineering, or surveying purposes but rather for reference. These maps are the property of the City of Grand Prairie and have been made available to public based on the Public Information Act. The City of Grand Prairie make every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. Utilization of this map indicates understanding and acceptance of this statement.



0 0.09 Miles

**Grand Prairie**  
 TEXAS  
 PLANNING

Date: 4/16/202

177





CITY OF GRAND PRAIRIE
ORDINANCE

MEETING DATE: 06/04/2024
REQUESTER: Monica Espinoza, Administrative Supervisor
PRESENTER: Savannah Ware, AICP, Chief City Planner
TITLE: 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)
APPLICANT: Thomas Vilbig, Vilbig and Associates
RECOMMENDED ACTION: Approve

SUMMARY:

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, zoned Multi Family-One Residential District and addressed as 1050 and 1100 N Hwy 161.

PURPOSE OF REQUEST:

The applicant wishes to rezone the subject parcels from Multi Family-One (MF-1) District to a Planned Development with base zoning of Single Family-Townhouse (SF-T) District to allow the construction of 14 townhouses.

ADJACENT LAND USES:

The following table summarizes the zoning designation and existing use for the surrounding properties.

**Table 1. Zoning and Land Use**

Direction	Zoning	Existing Use
North	Multi Family One (MF-1)	Undeveloped
South	Multi Family One (MF-1)	Residential (Four-plex)
West	General Retail (GR)	Hwy 161/ Undeveloped
East	Single Family Two (SF-2)	Residential Homes

**HISTORY:**

- September 1985: The City’s 1985 zoning map shows the property zoned as Multi Family-One (MF-1).
- January 17, 2024, the applicant requested to withdraw Zoning Change/Concept Plan (Case Number ZON-23-10-0036).

**PROPOSED USE CHARACTERISTICS AND FUNCTION:**

The proposal includes 14 townhomes on 2.004 acres. Current zoning, Multi Family-One (MF-1), allows townhouses if the proposed development can comply with all UDC requirements. The proposal is considered an infill project and provides transitional use between the highway and the existing single-family neighborhood. Due to the limited parcel area, four of the units will be configured on wider lots with reduced lot depth. The applicant is proposing a Planned Development with these modifications so that the townhouse can be constructed per UDC requirements with deviations for these four lots.

Each townhome will have a two-car garage and a masonry exterior, consisting of cementitious siding and brick veneer. The development has a single access point from the SH 161 Service Road. The Concept Plan includes a 6-foot masonry screening wall along SH 161 Service Road. The amenities and detention pond will be maintained by a mandatory homeowner’s association.

**ZONING REQUIREMENTS:**

*Density and Dimensional Requirements*

The lots meet the density and dimensional requirements stated in the Planned Development.

**Table 2. Summary of Lot Requirements**

Standard	Required (SF-T)	Provided	Meets
Maximum Density	13.2	7	Yes
Min. Living Area (Sq. Ft.)	1,150-1,299 - 30% 1,300 - 70%	1,300	Yes
Min. Lot Area (Sq. Ft.)	1,680-3,299 - 30% 3,300 - 70%	1,680-3,299 (4 lots) - 30 % 3,300 (10 lots) - 70%	Yes
Min. Lot Width (Ft.)	21-29 - 30% 30 - 70%	30	Yes
Min. Lot Depth (Ft.)	80-99 (30%) 100 (70%)	52 (4 lots) - 30% 100 (10 lots) - 70%	Variance
Front Setback (Ft.)	17	17	Yes

Rear Setback (Ft.)	10	10	Yes
Rear Arterial (Ft.)	20	20	Yes
Side on Street (Ft.)	15	10	Variance
Side Setback (Ft.)	5 (not attached) 0 (attached)	5 (not attached) 0 (attached)	Yes
Max. Height (Ft.)	35 (3 stories)	30 (2 stories)	Yes
Max. Lot Coverage (%)	60	60	Yes

*Parking Requirements*

The property is subject to parking requirements in the UDC. The following table summarizes these requirements. The proposal meets the parking requirements.

**Table 3. Parking Summary**

Standard	Required	Proposed	Compliance
2 Garage Parking spaces (2 bedrooms or more)	28	28	Yes
Guest Parking (1 space per 5 units)	3	3	Yes

**PUBLIC NOTICE:**

Notice of this item was published in the Fort Worth Star Telegram and letters were provided to 31 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 (1)

**VARIANCES:**

The applicant is requesting the following variances.

1. Minimum Lot Depth – The applicant is requesting a variance from the the minimum lot depth requirement of 80 feet to allow a minimum lot depth of 52 feet for four units along the southern property line.
2. Minimum Side Yard on Street – The applicant is requesting a variance from the minimum 15 feet side yard setback requirement to allow for a reduced setback of 10 feet for two units along the proposed street.

**RECOMMENDATION:**

- On May 13, 2024, the Planning and Zoning Commission recommended approval by a vote of 7-0.

- The Development Review Committee (DRC) recommends approval. The proposed development is consistent with the existing zoning.

**BODY:**

**AN ORDINANCE AMENDING THE ZONING ORDINANCE AND MAP TO REZONE 2.004 ACRES OF LAND OUT OF THE H. BILSMIRER SURVEY, ABSTRACT NO. 111, CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS, FROM MULTI FAMILY-ONE DISTRICT TO A PLANNED DEVELOPMENT DISTRICT FOR TOWNHOME USE; SAID ZONING MAP AND ORDINANCE BEING ORDINANCE NUMBER 4779 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 rezone and reclassify said property from its classification of Multi Family-One to a Planned Development District for Townhome Use; and

**WHEREAS**, the Planning and Zoning Commission of Grand Prairie, Texas, held a public hearing on said application on May 13, 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 7-0 to recommend approval to the City Council of Grand Prairie, Texas, of the request that the hereinafter described property be rezoned from its classification of Multi Family-One to a Planned Development District for Townhome Use; 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 P.M. on June 4, 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**, all citizens and parties at interest have been given an opportunity to be heard on all 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 from its classification of Multi Family-One to a Planned



Development District for Townhome use; 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 to rezone from its classification of Multi Family-One to a Planned Development District for Townhome Use; as described and depicted in Exhibit A – Location Map and Exhibit B – Boundary Description.

**SECTION 2.** The purpose of this planned development is to establish appropriate restrictions and development controls necessary to ensure predictable land development, safe and efficient vehicular and pedestrian circulation, compatible uses of land, and compliance with appropriate design standards.

**SECTION 3.** The following shall apply to development in the Planned Development District:

- A. Any zoning, land use requirements and restrictions not contained within this Planned Development Ordinance shall conform to those requirements for Townhouse district and Appendix W in the Unified Development Code (UDC), as amended, and as detailed on Exhibit C - Concept Plan.
- B. The development shall be in general compliance, as determined by the Planning and Development Director or designee, with attached Exhibit C – Concept Plan and Exhibit D – Conceptual Landscape Plan. The Concept Plan is intended to be a graphic depiction of the likely lot and block configuration, street layout and amenity plan of the development. It is not intended to constitute a final design or approval, implied or otherwise, of the development. The ultimate development design will be based on the development standards herein contained and/or site limitations at the time of site plan review and final platting.
- C. The building elevations shall be in substantial conformance, as determined by the Planning and Development Director or designee, with attached Exhibit E – Conceptual Building Elevations.
- D. Development Standards

The Townhome development shall be in conformance with the density, dimensional, and development standards of SF Townhouse district and Appendix W of the Unified Development

Code (UDC), as amended, and as detailed on the Exhibit C – Concept Plan, incorporated herein by reference.

Standard	Article 6 Density & Dim. (SF-Townhouse)	By this PD
Min. Lot Area (Sq. Ft.)	1,680-3,299 = 30% (Max) = or >3,300 = 70% (Min)	0% 100%
Min. Lot Width (Ft.)	21-29 = 30% (Max) = or >30 = 70% (Min)	0% 100%
Min. Lot Depth (Ft.)	80-99 = 30% (Max) = or >100 = 70% (Min)	52 = 30% 100 = 70%
Side Setback on Street (Ft.)	15	10

E. A Preliminary Plat and Final Plat shall be reviewed and approved by the City of Grand Prairie Planning and Zoning Commission prior to the issuance of any building permits.

**SECTION 4.** 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 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.** All ordinances or parts of ordinances in conflict herewith are specifically 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 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, THIS THE 4TH DAY OF JUNE, 2024.**

**ORDINANCE NO. #-2024**  
**ZONING CASE NO. ZON-24-03-0009**  
**PLANNED DEVELOPMENT NO. #**



# Exhibit A- Location Map

## Page 1 of 1




CASE LOCATION MAP  
 ZON-24-03-0009  
 1050 N HWY 161

Item 30.

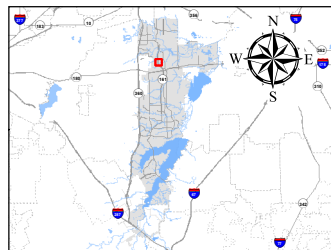


City of Grand Prairie  
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-  Location
-  Street Center Line
-  Parcels

The City of Grand Prairie has prepared maps for departmental use. These are not official maps of the City of Grand Prairie and should not be used for legal, engineering, or surveying purposes but rather for reference. These maps are the property of the City of Grand Prairie and have been made available to public based on the Public Information Act. The City of Grand Prairie make every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. Utilization of this map indicates understanding and acceptance of this statement.



0 0.09 Miles

**Grand Prairie**  
 TEXAS  
 PLANNING

Date: 4/16/202

184



PROPERTY DESCRIPTION

BEING all that certain lot, tract or parcel of land situated in the H. BILSMIRER SURVEY, Abstract No. 111, in the City of Grand Prairie, Dallas County,

Texas and being described in Warranty Deed to Silverio and Corina Garza as recorded under Instrument No. 201300129602, Deed Records, Dallas

County, Texas and being more particularly described as follows:

BEGINNING at a found 1/2 inch iron rod for the northeast corner of the herein described tract, same being the southeast corner of that certain tract

conveyed to Myung Yiu, et al, as recorded in Volume 96034, Page 1791, Deed Records, Dallas County, Texas and in the west line of a 15 foot wide

alley as shown on the Map of Holiday Hill Estates, an Addition to the City of Grand Prairie, according to the Map recorded in Volume 446, Page 1405,

Map Records, Dallas County, Texas;

THENCE South 00 degrees 03 minutes 00 seconds West, in the west line of said 15 foot alley, a distance of 273.48 feet to a set 5/8 inch capped iron

rod for corner;

THENCE North 89 degrees 58 minutes 00 seconds West, in the north line of said 15 foot alley, a distance of 319.19 feet to a set " X " cut in concrete

for corner;

THENCE North 00 degrees 03 minutes 00 seconds East, in the east line of N. Highway 161, a distance of 273.48 feet to a set 5/8 inch capped iron rod

for corner;

THENCE South 89 degrees 58 minutes 00 seconds East, departing said N. Highway 161 and in the common line between said herein described tract

and the aforementioned Yiu tract, a distance of 319.19 feet to the POINT OF BEGINNING and containing 2.004 acres of land, more or less.

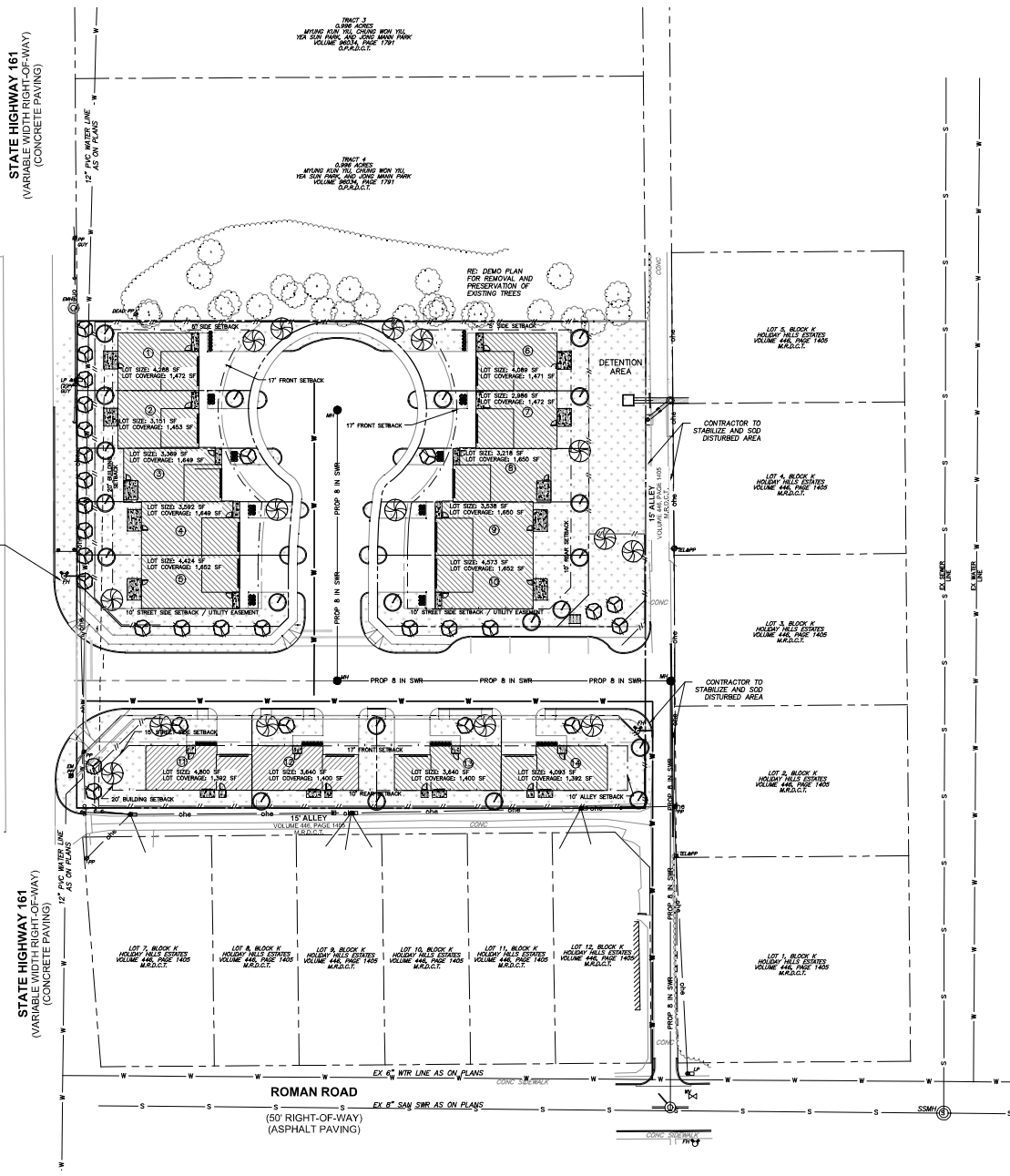


Exhibit D - Conceptual Landscape Plan  
Page 1 of 1

Item 30.

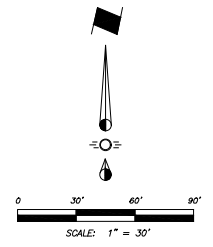
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Apr 25, 2024 - 8:26am User: Moby\_3112789-07 Grand Prairie Area Residential Site Map/plan (10/11/2024-01) Civil Plan/area



PLAN LEGEND

- PROJECT BOUNDARY LINE
- ADJACENT SUBDIVISION BOUNDARIES
- LOT LINE
- LOT SETBACK LINE
- WROUGHT IRON FENCE
- PROPOSED ROAD CENTERLINE
- MH PROPOSED MANHOLE
- FH EXISTING FIRE HYDRANT
- ⊞ EXISTING ELECTRIC METER
- ⊞ PP EXISTING POWER POLE & GUY
- ⊞ EXISTING LIGHT POLE



LANDSCAPE AND SCREENING REQUIREMENTS APPENDIX W

REQUIREMENT	REQUIRED ORDINANCE	PROVIDED
USE PLANTING REQUIREMENT	APPENDIX W 3.M.H.1.G.1.1 FOR LOTS CONTAINING 5,000 SF OR LESS: 1 5-INCH CALIPER TREE PLANTED IN FRONT OF EACH RESIDENCE WITH A 2ND 3-INCH TREE LOCATED PER DEVELOPER/OWNER	53 TREES TOTAL IN LOTS 14 LOTS=28 TREES REQUIRED
SHRUB PLANTING REQUIREMENT	APPENDIX W 3.M.H.1.B.1.1 FRONT YARD SHRUBS SHALL BE PROVIDED FOR EACH RESIDENCE IN ANY SIDE YARD/INSET TOTALING A MINIMUM OF 30 GALLONS PER RESIDENT LOT	14 LOTS= 420 GALLONS REQUIRED 84 5-GALLON SHRUBS PROVIDED 420 GALLONS TOTAL PROVIDED
ADDITIONAL REQUIREMENT	APPENDIX W 3.M.H.1.G.1.1.1 ADDITIONAL TREE PER 2,500 SF OF DEVELOPED AREA, INCLUDING STREETS AND DRIVEWAYS	12 ADDITIONAL TREES PLANTED 65 TREES PROVIDED IN TOTAL

LANDSCAPE SCHEDULE

USE	SYMBOL	COMMON NAME <i>Botanical Name</i>	MINIMUM SIZE/ HEIGHT/SPREAD	QUANTITIES
SHRUBS	○	NEEDLE POINT HOLLY <i>Ilex Cornuta 'Needle Point'</i>	HEIGHT/SPREAD RATIO = 3:2 24" X 16" HT MIN	84
	⊗	GRAPE MYRTLE <i>Lagerstroemia indica</i>	3" CALIPER (TOTAL) 3" CALIPER	29
TREES	⊙	RED BUD <i>Cercis Canadensis</i>	3" CALIPER 12' HT	21
	⊙	SHIMMARD RED OAK <i>Quercus Texana</i>	3" CALIPER 12' HT	15
GRASS		GRASS		32,519 S.F.

PROGRESS PILOTS FOR INTERIM DESIGN REVIEW ONLY NOT FOR CONSTRUCTION DATE: 04/23/24

LEGAL NOTICE: THESE TELEPHONE CABLE AND UTILITY LOCATIONS ARE UNKNOW. CALL BEFORE DIGGING

NO.	DATE	BY	DESCRIPTION

REVISIONS

VILBIG & ASSOCIATES, INC.  
CONSULTING ENGINEERS & SURVEYORS  
517 W. WOODWARD STREET, DENVER, CO 80202  
TELEPHONE: (303) 733-1111  
FAX: (303) 733-1112  
WWW.VILBIG.COM

THIS DOCUMENT IS RELEASED INTERIM REVIEW UNDER THE PROVISIONS OF THE OPEN PUBLIC MEETINGS ACT, APRIL 28TH, 2024. IT IS NOT TO BE USED FOR PERMIT PURPOSES, FINAL BID, OR PERMIT PURPOSES.

DINA ESTATES  
TOWNHOMES  
CITY OF GRAND PRAIRIE  
DALLAS COUNTY, TEXAS

SITE PLAN

SUBMITTAL #1: 4/23/24  
SUBMITTAL #2: 4/23/24  
SUBMITTAL #3: 4/23/24  
SUBMITTAL #4: 4/23/24  
SUBMITTAL #5: 4/23/24  
SCALE: 1" = 30'  
VA PROJECT NO: 2109-01

SHEET  
L1

Exhibit E - Conceptual Building Elevations  
Page 1 of 4

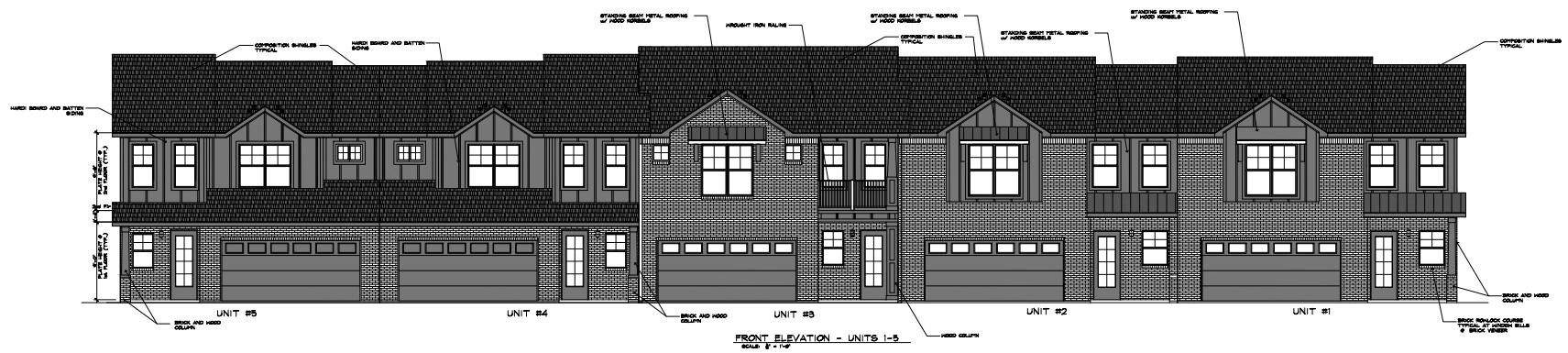
dht Architects, Inc.  
101 S. Main Street, Suite B  
Irving, Texas 75060  
817-691-0062



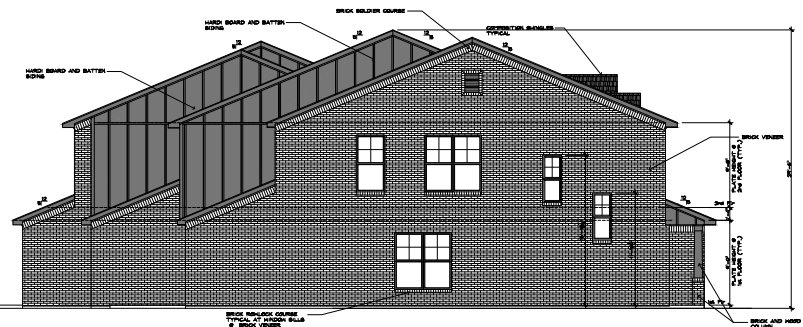
Townhouse Project  
Dina Estates Townhomes  
1050-1100 N. Hwy 161  
Grand Prairie, TX

DATE: 4-24-24  
SCALE: As Noted  
DRAWN: J. DIT  
JOB: 2023-24  
SHEET

A5



FRONT ELEVATION - UNITS 1-5  
SCALE: 1/4" = 1'-0"



LEFT SIDE ELEVATION  
SCALE: 1/4" = 1'-0"



RIGHT SIDE ELEVATION  
SCALE: 1/4" = 1'-0"



REAR ELEVATION  
SCALE: 1/4" = 1'-0"

Dina Estates Townhomes 1050-1100 N. Hwy 161 Grand Prairie, TX	
Boundary: Full Potential Parcelings	
History: 2014-17	
Project No. 2023-24	2023-24
Client: Dina Estates	2023-24
Design: J. DIT	2023-24
Architect: dht	2023-24

Preliminary Drawings  
Not for Construction



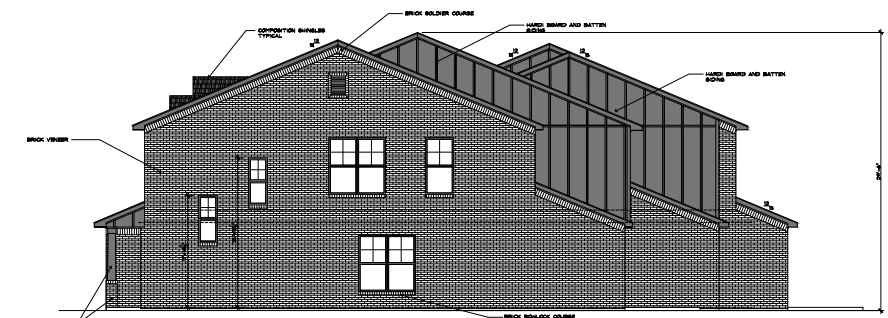
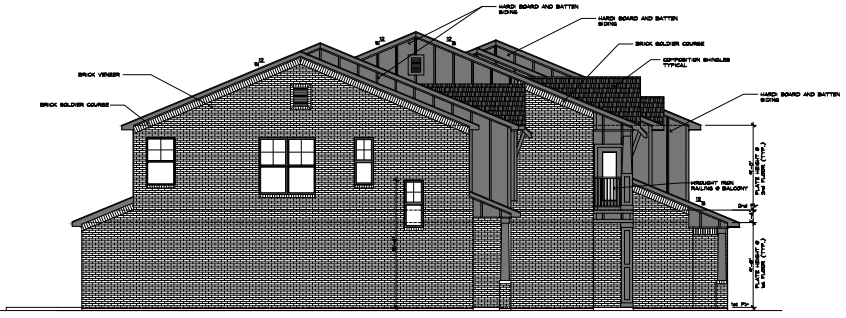
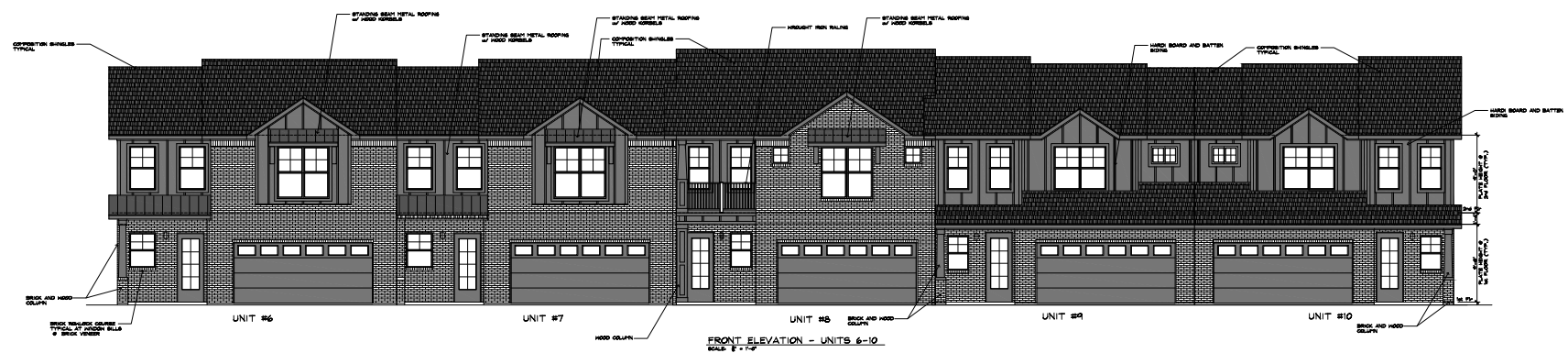
1050-1100 N. Hwy 161 Grand Prairie, TX

These drawings are property of the Architect and are to be used only for the address shown without written permission from the Architect.



Exhibit E - Conceptual Building Elevations  
Page 2 of 4

Item 30.



Some Related Information: 1050-1100 N. Hwy 161, Grand Prairie, TX

Boundary (with) Mailed Parcels

Parcel ID	Area (Acres)	Percentage of Total Area
1050-1100-001	0.10	10.00%
1050-1100-002	0.10	10.00%
1050-1100-003	0.10	10.00%
1050-1100-004	0.10	10.00%
1050-1100-005	0.10	10.00%
1050-1100-006	0.10	10.00%
1050-1100-007	0.10	10.00%
1050-1100-008	0.10	10.00%
1050-1100-009	0.10	10.00%
1050-1100-010	0.10	10.00%
1050-1100-011	0.10	10.00%
1050-1100-012	0.10	10.00%
1050-1100-013	0.10	10.00%
1050-1100-014	0.10	10.00%
1050-1100-015	0.10	10.00%
1050-1100-016	0.10	10.00%
1050-1100-017	0.10	10.00%
1050-1100-018	0.10	10.00%
1050-1100-019	0.10	10.00%
1050-1100-020	0.10	10.00%
1050-1100-021	0.10	10.00%
1050-1100-022	0.10	10.00%
1050-1100-023	0.10	10.00%
1050-1100-024	0.10	10.00%
1050-1100-025	0.10	10.00%
1050-1100-026	0.10	10.00%
1050-1100-027	0.10	10.00%
1050-1100-028	0.10	10.00%
1050-1100-029	0.10	10.00%
1050-1100-030	0.10	10.00%
1050-1100-031	0.10	10.00%
1050-1100-032	0.10	10.00%
1050-1100-033	0.10	10.00%
1050-1100-034	0.10	10.00%
1050-1100-035	0.10	10.00%
1050-1100-036	0.10	10.00%
1050-1100-037	0.10	10.00%
1050-1100-038	0.10	10.00%
1050-1100-039	0.10	10.00%
1050-1100-040	0.10	10.00%
1050-1100-041	0.10	10.00%
1050-1100-042	0.10	10.00%
1050-1100-043	0.10	10.00%
1050-1100-044	0.10	10.00%
1050-1100-045	0.10	10.00%
1050-1100-046	0.10	10.00%
1050-1100-047	0.10	10.00%
1050-1100-048	0.10	10.00%
1050-1100-049	0.10	10.00%
1050-1100-050	0.10	10.00%

1050-1100 N. Hwy 161 Grand Prairie, TX

These drawings are property of the Architect and are to be used only for the address shown without written permission from the Architect.

Preliminary Drawings  
Not for Construction



dht Architects, Inc.  
1015 Main Street, Suite B  
Irving, Texas 75060  
972-691-0062



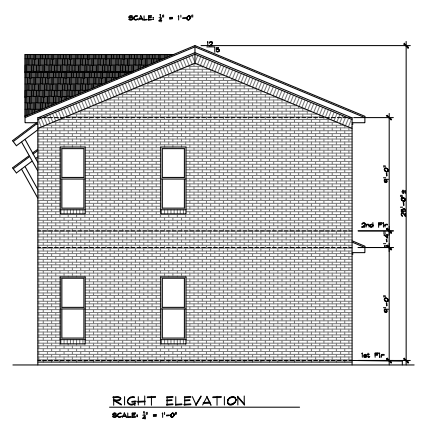
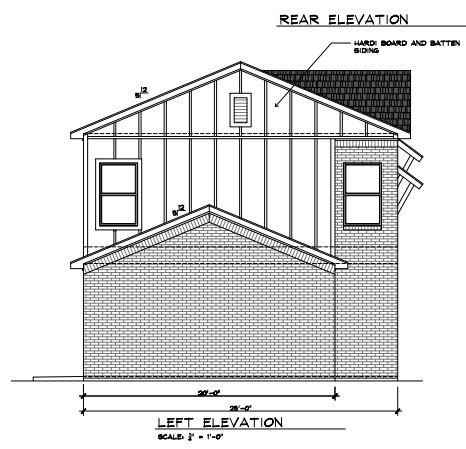
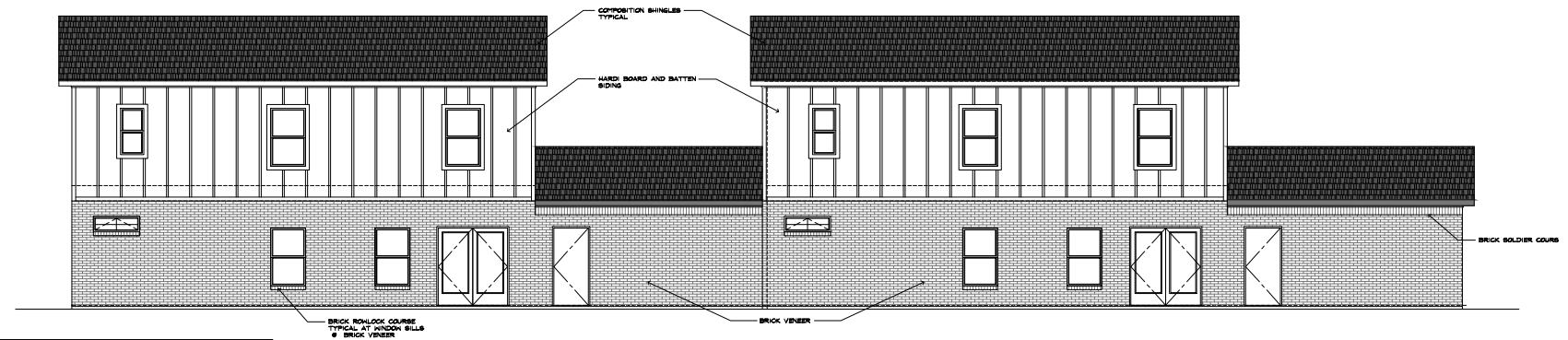
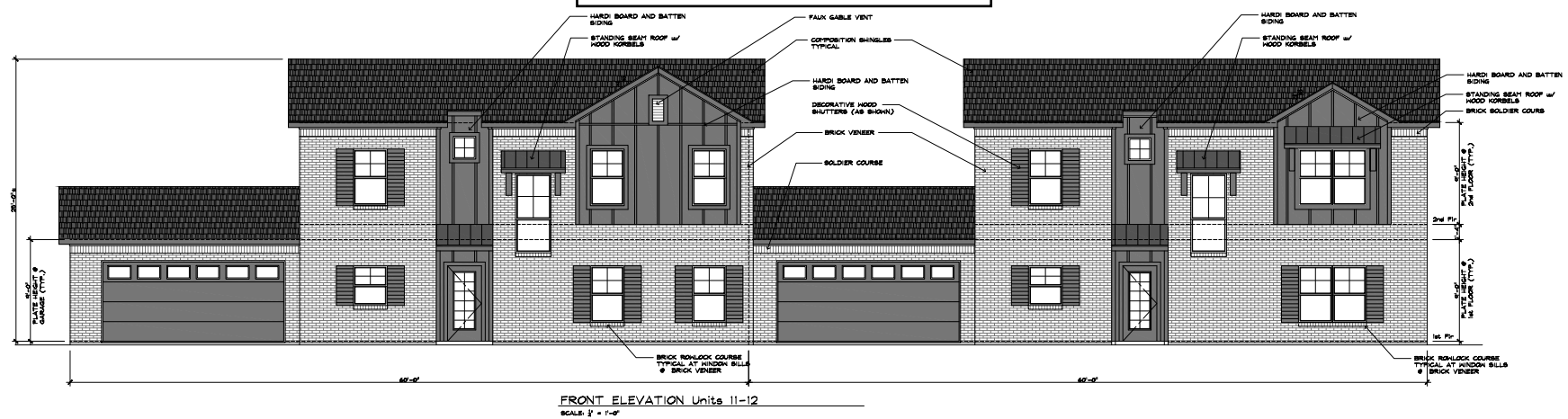
Townhouse Project  
Dina Estates Townhomes  
1050-1100 N. Hwy 161  
Grand Prairie, TX

DATE: 2-24-24  
SCALE: As Noted  
DRAWN: DHT  
JOB: 2022-24  
SHEET

A6

Exhibit E - Conceptual Building Elevations  
Page 3 of 4

Item 30.



Dina Estates Townhomes, 1050-1100 N. Hwy 161 Grand Prairie, TX

Exterior Wall Material Percentages

Material	Area (sq. ft.)	Percentage (%)
Brick	11,200	35.00
Hard Board and Batten	18,800	59.00
Other	200	0.63
<b>Total</b>	<b>32,200</b>	<b>100.00</b>

THESE ARE PRELIMINARY DRAWINGS AND ARE NOT INTENDED FOR CONSTRUCTION.



Townhouse Project  
Dina Estates Townhomes  
1050-1100 N. HWY 161  
Grand Prairie, TX

DATE: 4-24-24  
SCALE: As Noted  
DRAWN: DUT  
JOB: 2022-24  
SHEET

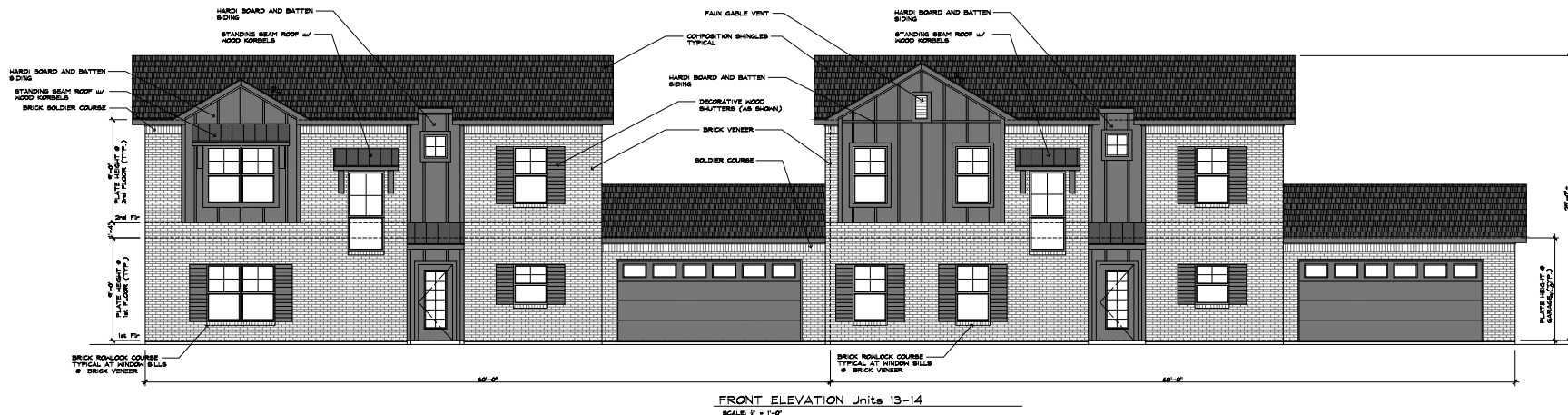
A5

Dina Estates - Units 11-14

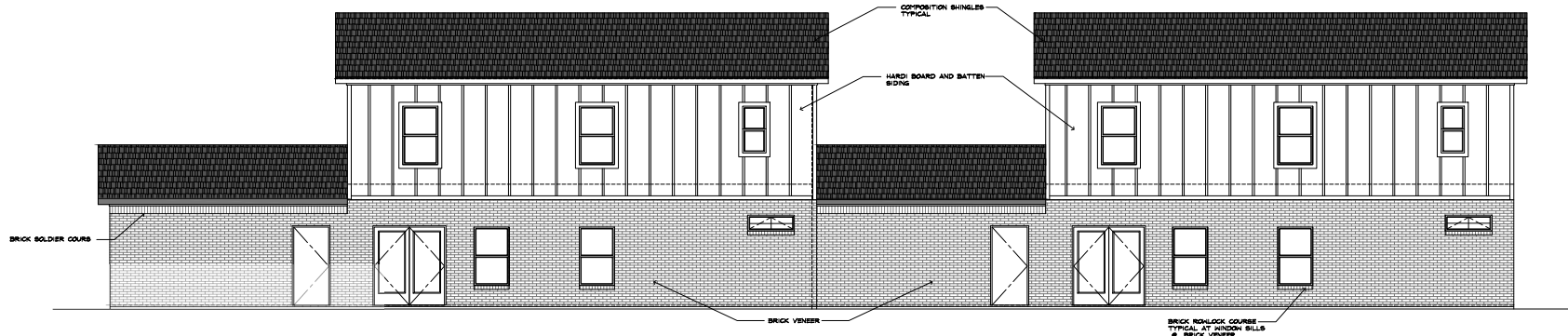
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Exhibit E - Conceptual Building Elevations  
Page 4 of 4

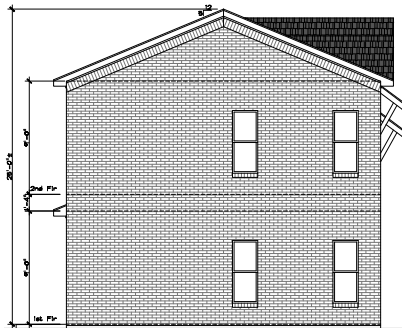
Item 30.



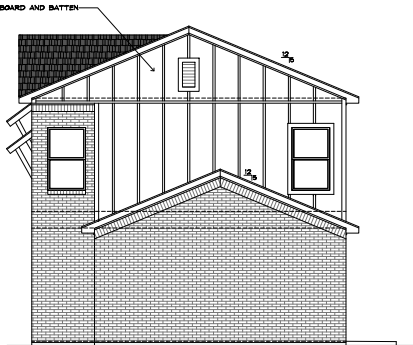
FRONT ELEVATION Units 13-14  
SCALE: 1/2" = 1'-0"



REAR ELEVATION  
SCALE: 1/2" = 1'-0"



LEFT ELEVATION  
SCALE: 1/2" = 1'-0"



RIGHT ELEVATION  
SCALE: 1/2" = 1'-0"

Dina Estates Townhomes 1050-1100 N. Hwy 161 Grand Prairie, TX  
Building 4 - Units 13-14

Exterior Wall Material Percentages			
Total Wall Area (Square Feet)	5453.87	Percentage of Surface	
Area of Brick (Square Feet)	2874.56	0.52	52%
Area of Siding (Square Feet)	1778.21	0.32	32%
Window Openings (Square Feet)	477.20	0.09	9%
Door Openings (Square Feet)	353.90	0.07	7%
	5453.87	1.00	100%

Dina Estates - Units 11-14

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Irving, Texas 75060  
817-651-0062



Townhouse Project  
Dina Estates Townhomes  
1050-1100 N. Hwy 161  
Grand Prairie, TX

DATE: 4-24-24  
SCALE: As Noted  
DRAWN: DHT  
JOB #: 2023-24  
SHEET



David A. Ambushley  
4-24-24

A6

191

THESE ARE PRELIMINARY DRAWINGS AND ARE NOT INTENDED FOR CONSTRUCTION.



**CITY OF GRAND PRAIRIE  
ORDINANCE**

**MEETING DATE:** 06/04/2024

**REQUESTER:** Monica Espinoza, Administrative Supervisor

**PRESENTER:** Savannah Ware, AICP, Chief City Planner

**TITLE:** 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)

**APPLICANT:** Patricia Schulte, Chesney Morales Partners

**RECOMMENDED ACTION:** Approve

**SUMMARY:**

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.

**PURPOSE OF REQUEST:**

The applicant intends to construct a 3,856 sq. ft. drive-through bank with associated parking spaces. Site Plan approval by City Council is required for any project within an overlay district or planned development district. Additionally, a drive-through bank requires a Specific Use Permit approved by City Council.

**ADJACENT LAND USES:**

The following table summarizes the zoning designation and existing use for the surrounding properties.

**Table 1. Zoning and Land Use**

Direction	Zoning	Existing Use
North	PD-364	Veterinary Emergency Facility
South	PD-364	Retail
West	PD-364	Retail & Restaurants
East	PD-364	Kohl's & Hobby Lobby

## PROPOSED USE CHARACTERISTICS AND FUNCTION:

The proposed use is a detached drive-through bank with 27 parking spaces. The site meets the requirements of the Unified Development Code (UDC) and Appendix F, Corridor Overlay District Standards.

### Parking Requirements

The property is subject to parking requirements in Article 10 and Appendix F of the UDC. Appendix F states that the parking calculations in Article 10 of the Unified Development Code (UDC) shall serve as parking maximums. The applicant is proposing 15 permeable paved parking spaces which is 56% of the proposed parking. The following table summarizes these requirements. The proposal meets the parking requirements of the UDC.

**Table 2. Parking Summary**

Standard	Required	Proposed	Meets
Banks (1 space per 325 Sq. Ft.)	12 (Maximum)	27	Yes
Drive Through Queue (One Lane)	6 (Minimum)	6	Yes
Permeable Parking Spaces	-	15 (56%)	Yes

### Landscape and Screening

The property is subject to landscape and screening requirements in Article 8 and Appendix F of the UDC. The following table summarizes these requirements. The proposal meets the landscape and screening requirements.

**Table 3. Landscape & Screening Requirements**

Standard	Required	Provided	Meets
Landscape Area (Sq. Ft.) 10%	4,160	12,081	Yes
Front Yard 75% of Required Landscape in Front Yard	3,120	7,846	Yes
Street & Buffer Trees (1/500 Sq. Ft.)	8	8	Yes
Shrubs (1 5-gallon shrub per 50 Sq. Ft. of required landscape area)	83	162	Yes
Flowering and Colorful Plants (15%)	13	20	Yes

### Building Design

The exterior building materials include stone, stucco, hardie board and aluminum panels. The proposal meets the building design requirements.

### Appendix F Checklist

Appendix F requires that applicants provide Menu Items from four categories: Usable Open and Pedestrian Walkways, Site Design and Building Orientation, Building Design, and Healthy, Smart, and

Sustainable Community. The table below lists the Menu Items included in the proposal. The proposal includes 12 Menu Items and meets the Appendix F Menu Items requirements.

Category	Amenity
Site Design and Building Orientation	Parking Lot Trees
Site Design and Building Orientation	Foundation Planting
Building Design	Material Mix
Building Design	Color Contrast
Building Design	Artictechtrual Elements
Building Design	Roof Variation
Building Design	Articualte Public Entrance
Building Design	Canopy Variation
Healthy, Smart & Sustainable Community	Benches
Healthy, Smart & Sustainable Community	70% Native Plants
Healthy, Smart & Sustainable Community	Wifi (.5)
Healthy, Smart & Sustainable Community	Pollinator-Friendly Flowers (.5)
Alternative Compliance	Bicycle Rack

**Table 5. Windows and Canopies Requirements**

Standard	Required	Provided	Meets
Primary Facade	30%	44%	Yes
Total Length	50%	50%	Yes
Total Canopy	25%	49%	Yes

**PUBLIC NOTICE:**

Notice of this item was published in the Fort Worth Star Telegram and letters were provided to one (1) 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

**VARIANCES:**

The applicant is seeking a variance for exceeding the maximum parking requirement of the SH-161 Corridor Overlay District. Staff supports this request because the applicant will provide a compensatory measure of 15 permeable parking spaces, which constitutes 56% of the total proposed parking.

**RECOMMENDATION:**

- On May 13, 2024, the Planning and Zoning Commission recommended approval by a vote of 7-0.
- The Development Review Committee (DRC) recommends approval.



**BODY:**

**AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS AMENDING THE ZONING ORDINANCE AND MAP BY SHOWING THE LOCATION, BOUNDARY, AND USE OF CERTAIN PROPERTY FOR A SPECIFIC USE PERMIT FOR A BANK WITH A DRIVE-THROUGH WITHIN THE SH-161 CORRIDOR OVERLAY DISTRICT: BEING 0.955 ACRES, LOT 10, BLOCK A, EPIC TOWNE CROSSING PHASE 2, CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS; SAID ZONING MAP AND ORDINANCE BEING NUMBERED ORDINANCE NUMBER 4779 AND PASSED ON NOVEMBER 20, 1990; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE AFTER PUBLICATION**

**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 amend the zoning designation of said site to include a Specific Use Permit for a Bank with a Drive-through; and

**WHEREAS**, the Planning and Zoning Commission of Grand Prairie, Texas, held a public hearing on said application on May 13, 2024, after written notice of such public hearing before the Planning and Zoning Commission on the proposed Specific Use Permit had been sent to owners of real property lying within 300 feet of the property on which the creation of a Specific Use Permit for a Bank with a Drive-through 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 said Zoning Ordinance and Map be amended to allow a Specific Use Permit for a Bank with a Drive-through; 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 June 4, 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, Fort Worth, Texas, a newspaper of general circulation in such municipality; and

**WHEREAS**, all citizens and parties at interest have been given an opportunity to be heard on all the matter of the Specific Use Permit and the City Council of the City of Grand Prairie, Texas, being informed as to the location and nature of the specific 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 to the extent that a specific use may be made of said property as herein provided 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 Unified Development Code 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..."

passed and approved November 20, 1990, as amended, is hereby further amended so as to establish a Specific Use Permit and 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, Texas, addressed as 3162 S Hwy 161 as depicted in Exhibit A – Location Map, attached hereto.

**SECTION 2.** The purpose of this Ordinance is to provide the appropriate restrictions and development controls that ensure this Specific Use Permit is compatible with the surrounding development and zoning and to also ensure that the development complies with the City's Comprehensive Plan and Unified Development Code.

**SECTION 3.** For development and operations of a Bank with a Drive-Through, the following standards and conditions are hereby established as part of this ordinance:

1. The development shall adhere to the City Council approved Exhibit B - Site Plan, Exhibit C - Landscape Plan, and Exhibit D - Building Elevations, which are herein incorporated by reference.
2. The City Council has granted the following variance from Appendix F standards:
  - A. Exceeding Maximum Parking – Variance to allow exceeding the maximum parking requirement due to the provided 15 permeable parking spaces, satisfying Appendix F's compensatory measure.

**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.** The Unified Development Code of the City of Grand Prairie, as amended, shall be and remain in full force and effect save and except as amended by 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.** It is further provided that in the case a section, clause, sentence, or part of this Ordinance shall be deemed or adjudicated by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.

**SECTION 8.** A violation of this Ordinance is a misdemeanor punishable in accordance with Section 1-8 of the Code of Ordinances of the City of Grand Prairie, Texas. The penalty provided herein shall be cumulative of other remedies provided by State law, and the power of injunction as provided in Texas Local Government Code Section 54.016, as amended, may be exercised in enforcing this ordinance whether or not there has been a complaint filed.

**SECTION 9.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, THIS THE 4TH OF JUNE, 2024.**

**SPECIFIC USE PERMIT NO. #  
CASE NO. SUP-24-03-0012  
ORDINANCE NO. #-2024**






# Exhibit A- Location Map

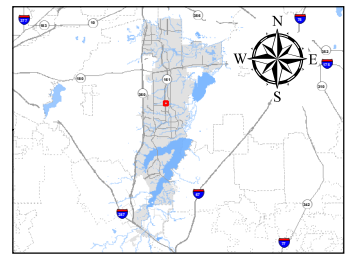
## Page 1 of 1

CASE LOCATION MAP  
 SUP-24-03-0012  
 BANK AT EPIC EAST

Item 31.



-  Location
-  Street Center Line
-  Parcels



0 0.05 Miles

**Grand Prairie**  
 TEXAS  
 PLANNING

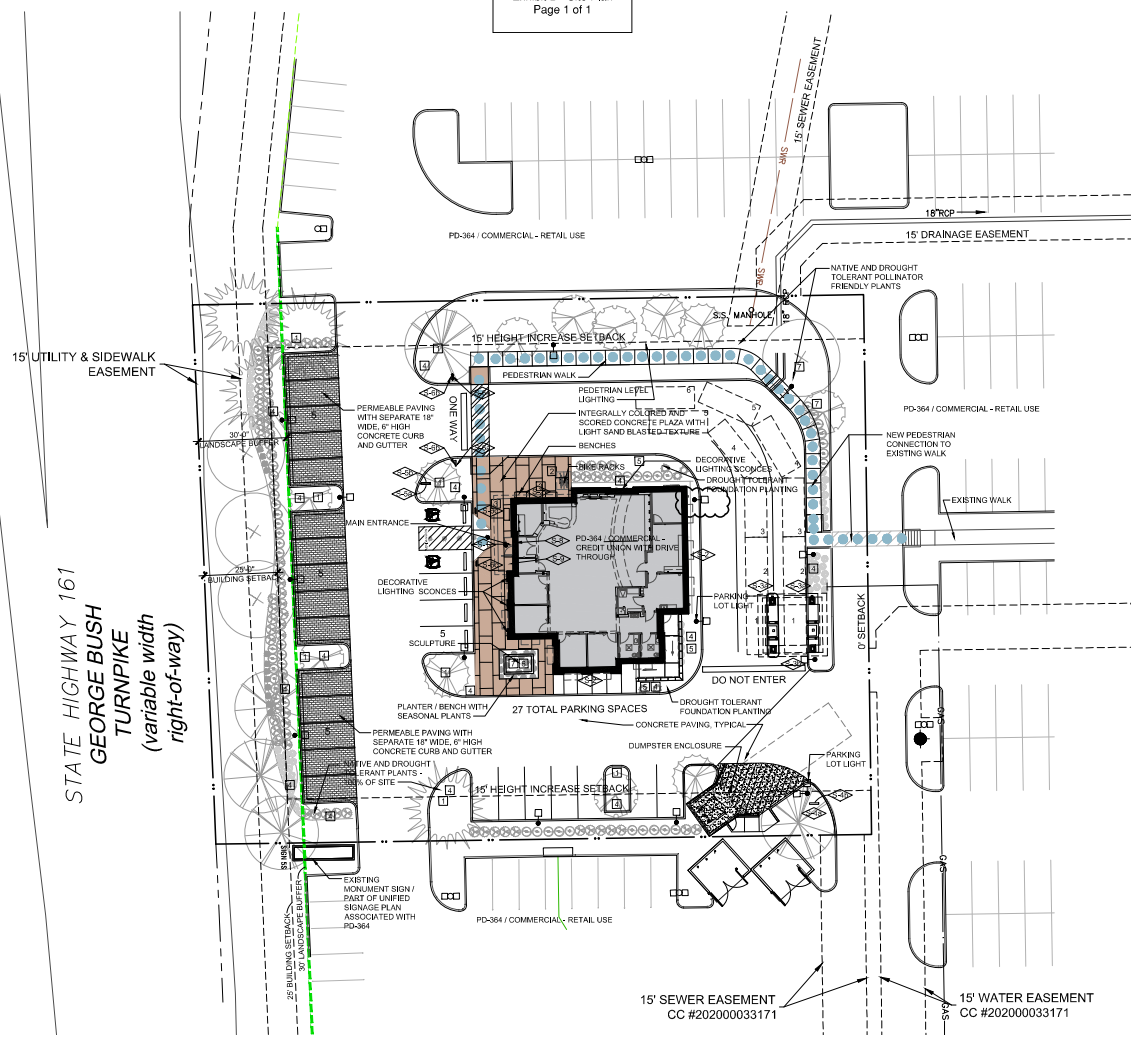
Date: 3/18/202

198

The City of Grand Prairie has prepared maps for departmental use. These are not official maps of the City of Grand Prairie and should not be used for legal, engineering, or surveying purposes but rather for reference. These maps are the property of the City of Grand Prairie and have been made available to public based on the Public Information Act. The City of Grand Prairie make every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. Utilization of this map indicates understanding and acceptance of this statement.

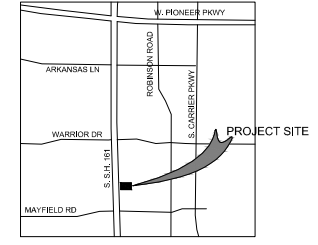


Exhibit B - Site Plan  
Page 1 of 1



STATE HIGHWAY 161  
GEORGE BUSH  
TURNPIKE  
(variable width  
right-of-way)

VICINITY MAP



OWNER INFORMATION

OWNER/DEVELOPER: RBFCU  
ADDRESS: ONE KEAR-BFCU PARKWAY, LIVE OAK, TX 78233  
TELEPHONE: 210-637-4250

ZONING INFORMATION

LOT 10 OF EPIC EAST TOWNE CROSSINGS  
ZONING DISTRICT: COMMERCIAL, S.H. 161 OVERLAY DISTRICT  
LAND USE: CREDIT UNION WITH DRIVE THRU  
FRONT SETBACK: 25'-0"  
REAR SETBACK: 6'-0"  
SIDE SETBACK: 10'-0" IF UNDER 25'-0" HEIGHT  
15'-0" IF OVER 25'-0" AND UNDER 30'-0" HEIGHT  
MAXIMUM HEIGHT: 25'-0"

SITE DATA

	REQUIRED	PROVIDED
SITE AREA		.955 ACRES 41,603 S.F.
SITE AREA OF COMMERCIAL USE		.955 ACRES
TOTAL BUILDING AREA WITH CANOPY		3,856 S.F.
BUILDING AREA WITHOUT CANOPY		3,355 S.F.
FAR	.5 - 1 MAX.	.68 - 1
LOT COVERAGE		
EXISTING IMPERVIOUS AREA		2,427 S.F.
NEW IMPERVIOUS AREA		24,572 S.F.
TOTAL IMPERVIOUS AREA		26,999 S.F.
TOTAL LANDSCAPE AREA		12,410 S.F.
PERCENT SITE LANDSCAPING	10%	27%

KEY TO PROPOSED APPENDIX F MENU ITEMS

- (12 points total required)
- Site Design & Building Orientation (2 minimum)**
- Add Parking Lot Trees (1 point)
  - Benches (1 point)
- Healthy, Smart, and Sustainable Community (2 minimum)**
- Blue Rain (1 point)
  - 70% Native Plants (1 point)
  - W/FI (not shown) (5 points)
  - Foundational Planting (1 point)
  - not used
  - Pollinator Friendly Flowers (5 points)
- Building Design (6 minimum) - refer to building elevations**
- Materials Mix (1 point)
  - Color Contrast (1 point)
  - Articulate Public Entrance (1 point)
  - Roof Profile Variation (1 point)
  - Articulation Elements (1 point)
  - Canopy Variation (1 point)

LEGEND

- PEDESTRIAN CONNECTION
- USABLE OPEN SPACE WITH INTEGRALLY COLORED CONCRETE WITH LIGHT SAND BLASTED FINISH

1 SITE PLAN  
SCALE: 1" = 20' = 0"

PARKING SUMMARY

STANDARD	MAXIMUM	PROPOSED	MEETS
BANKS - 1 SPACE PER 325 SQ.FT.	12	27	NO
			15 SPACES (56%) OF PROPOSED PARKING WILL BE PAVED WITH PERMEABLE PAVING

**PERMEABLE PAVEMENT:** A PAVING MATERIAL THAT PERMITS WATER PENETRATION TO A SOIL DEPTH OF 18 INCHES OR MORE.  
**PERMEABLE PAVEMENT** MAY CONSIST OF NONPOROUS SURFACE MATERIALS POURED OR Laid IN SECTIONS NOT EXCEEDING ONE SQUARE FOOT IN AREA AND COLLECTIVELY COMPRISING LESS THAN TWO-THIRDS OF THE TOTAL SURFACE AREA (REFERENCE ARTICLE 6 - "LANDSCAPE AND SCREENING").  
**PERMEABLE SURFACE PAVING** MEANS A MODULAR POROUS PAVEMENT SYSTEM OR POROUS CONCRETE THAT IS INSTALLED AND MAINTAINED IN ACCORDANCE WITH INTCOOR'S INTEGRATED STORMWATER MANAGEMENT (ISWM) PROGRAM.

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REVISIONS

NO.	DATE	DESCRIPTION

A NEW BRANCH OFFICE for  
**RANDOLPH BROOKS**  
Federal Credit Union  
Grand Prairie, Texas  
3162 S. Hwy 161  
**RBFCU**

**cmp**  
chesneymoralespartners, inc.  
architecture | interior design  
401 Broadway, Suite 250 | San Antonio, Texas 78209  
210.628.9481 | TBAE Firm BR1010

JOB NO: 2412  
DATE: 04/25/24  
DRAWN BY: PAS  
CHECKED BY: FFL  
SHEET

**A1.1**

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REVISIONS		
NO.	DATE	DESCRIPTION

A NEW BRANCH OFFICE for  
**RANDOLPH BROOKS** Federal Credit Union  
 GRAND PRAIRIE, TEXAS.  
 STATE HWY 161.



chesney morales partners, inc.  
 architecture/interior design  
 4803 Inwood, Suite 200 Dallas, Texas 75249  
 214.251.8101 • 1115.2015.7313 • 1115.116.8100  
 cmp@cmppartners.com

JOB NO: 1669  
 DATE: 04/05/24  
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 CHECKED BY: JCL

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 L1.01

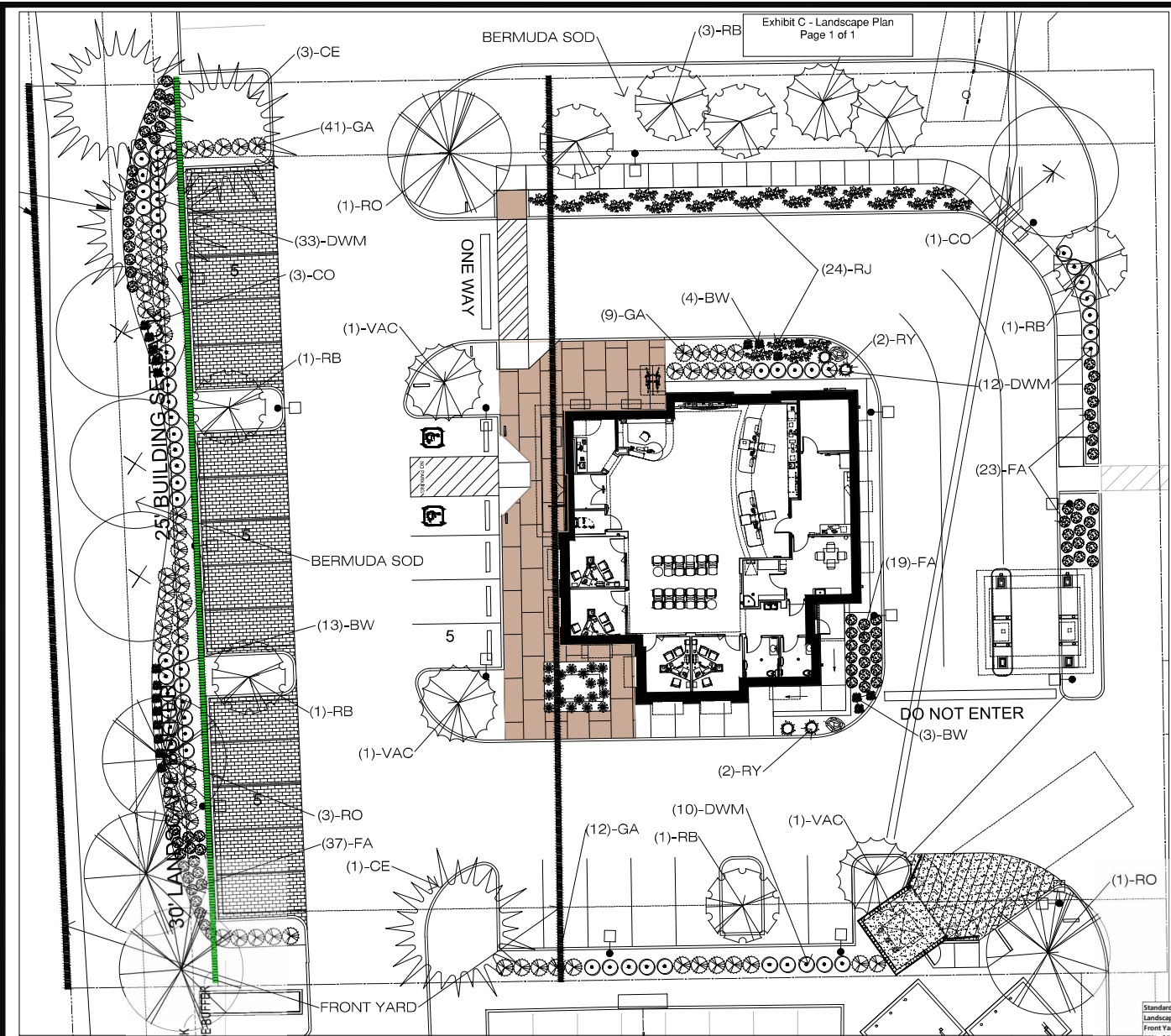
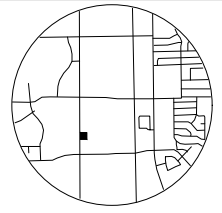


Exhibit C - Landscape Plan  
 Page 1 of 1



GRAND PRAIRIE LANDSCAPE ORDINANCE

LANDSCAPING REQUIREMENTS:  
 Site: 41,593 sq. ft.  
 Zoning: PD-354 Subzone: C  
 Corridor District - Hwy. 161  
 Buffer Yard Setbacks  
 Front Yard - 30 ft.  
 Side Yard - 10 ft.  
 Rear Yard - 10 ft.  
 10% of the site to be landscaped  
 Required - 4,159 s.f.  
 Provided - 11,590 s.f.  
 75% of the required landscape areas shall be in the front yd. between bldg. line & front property line.  
 Required - 3,119 s.f.  
 Provided - 7,526 s.f.  
 (1) 3" tree for every 500 s.f. at 4,159 s.f.  
 Required - 8 trees  
 Provided - 8 trees  
 Street Trees planted a min. of 25 i.f. and a max. of 50 i.f. along collector and arterials @ 184 i.f.  
 Required - 8 trees  
 Provided - 8 trees  
 Internal Parking - 27 spaces  
 1 tree for every 5 spaces  
 No space can be greater than 100 ft. from a tree  
 Required - 6 trees  
 Provided - 8 trees  
 Pedestrian Walkway Trees - 150 i.f.  
 For every 20 ft. of pedestrian walkway, one tree of 3" cal. or larger is required  
 Required - 8 trees  
 Provided - 8 trees

PLANT MATERIAL LIST

KEY	QUANTITY	TREES DESCRIPTION	SIZE
RO	5	QUERCUS SHUMARDII RED OAK	5" CAL., MIN. 4' SPD., MIN. 10' HT.
CE	4	ULMUS CRASSIFOLIA CEDAR ELM	3" CAL., MIN. 4' SPD., MIN. 10' HT.
CO	4	QUERCUS MUELENBURGII CHICKAWOON OAK	5" CAL., MIN. 4' SPD., MIN. 10' HT.
ORNAMENTAL TREES			
RB	7	CECIS CANADENSIS 'OKLAHOMA' REDBUD	30 GAL., 8" HT., 3' SPREAD
VAC	5	VITEX AGNUS-CASTUS 'BUBBA' VITEX	30 GAL., 8" HT., 4' SPREAD
PY	0	LEX CRENATA 'SKY PENCIL' PENCIL YAUPOIN	20 GAL., 8" HT., 2' SPREAD
SHRUBS			
HF	0	CYRTOLIUM FALCATUM HOLLY FERN	5 GAL., MIN. 18" HT.
DWM	55	MYRTICA PUSILLA DF. WAX MYRTLE	5 GAL., MIN. 24" HT.
GA	62	ABELIA GRANDIFLORA 'EDWARD GOUCHER' GLOSSY ABELIA	5 GAL., MIN. 24" HT.
FA	79	WRIGHTII FLAME ACANTHUS	5 GAL., MIN. 15" HT.
RY	4	HESPERALOE PARVIFLORA RED YUCCA	5 GAL., MIN. 15" HT.
LBB	0	LIRIOPE MUSCARI LIRIOPE 'BIG BLUE'	4" POT, FULL PLANT
PERENNIALS (POLLINATORS)			
PC	0	ECHINACEA PURPUREA PURPLE CONEFLOWER	1 GAL., MIN. 10" HT.
BW	20	ASCLEPIAS TUBEROSA BUTTERFLY WEED	1 GAL., MIN. 10" HT.
TL	0	LANTANA LIRIOCIDES TEXAS LANTANA	1 GAL., MIN. 10" HT.

LANDSCAPE CALCULATIONS

Standard	Required	Proposed	Meets
Landscape Area 10% (Sq. Ft.)	4,159	12,081	Exceeds
Front Yard	3,120	7,846	Exceeds
75% of Required Landscape in Front Yard	30	30	Yes
Landscape Buffer (Ft.)	30	30	Yes
Total Street, Buffer, Parking and Pedestrian Walkway Trees	22	24	Exceeds
Street & Buffer Trees (1/500 Sq. Ft.)	8	8	Yes
Parking Island with Tree (1/75-spaces) (Each space within 100' of a Tree)	6	8	Exceeds
Shrubs (1 5-gallon shrub per 50 SF of required landscape area)	83	162	Exceeds
Flowering/Colorful Plantings	13	20	Exceeds
15% of required shrubs			

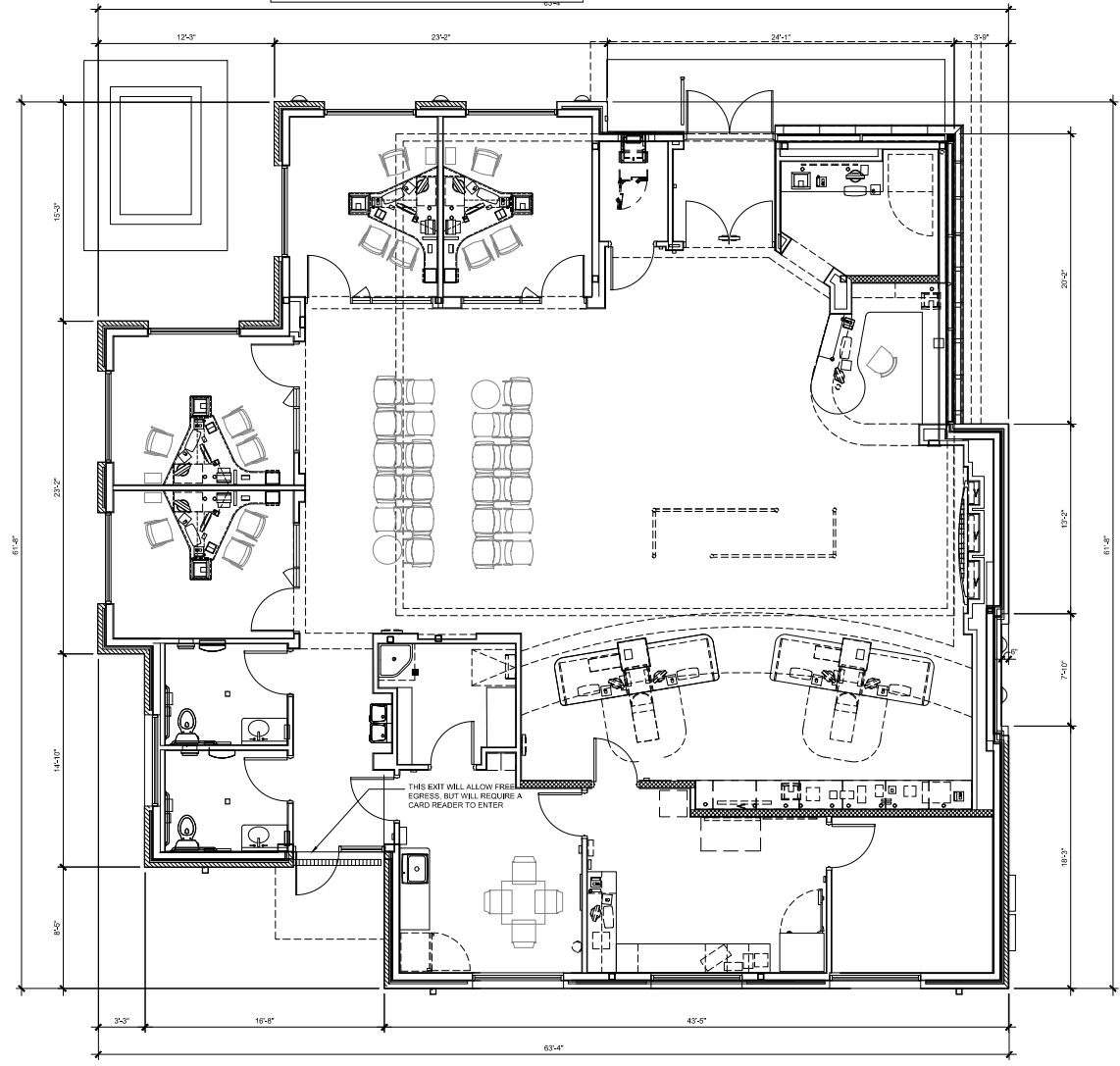
SHEET NOTES:

Non-paved areas within the public ROW that are disturbed during construction shall be stabilized using solid black silt. 70% of the plant material proposed is native and/or drought tolerant. Pollinator friendly flowers are proposed. Propose to add parking lot trees for 30% canopy coverage at 1 tree per 5 spaces @ 27 spaces equals 6 trees.

01 LANDSCAPE PLAN  
 SCALE: 1" = 10'-0"  
 TRUE NORTH

NOTE: THESE DOCUMENTS ARE INTENDED FOR INTERIM REVIEW AND NOT INTENDED FOR BIDDING, PERMIT, OR CONSTRUCTION PURPOSES.  
 JCL  
 J. CAMILLE LA FOY  
 LANDSCAPE ARCHITECTURE CONSULTING  
 2115 W. WILSON AVE. #100  
 DALLAS, TX 75244  
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Exhibit D - Building Elevations  
Page 1 of 1



1 FLOOR PLAN  
SCALE: 1/4" = 1'-0"

**Permitting Notes:**  
Any owner or owner's authorized agent who intends to construct, enlarge, alter, install, repair any structure, electrical, plumbing, gas, or mechanical system, shall first make application to the Building Inspection Dept. and obtain all applicable permits. (Ref. 2021 IRC, 105.1)

All construction shall comply with the latest adopted ICC Codes, Unified Development Code and Code of Ordinances as exists at the time of application submitted for the permit. The City has adopted the 2021 ICC Codes and 2023 NEC.

A building or structure shall not be used or occupied in whole or in part, and a change in the existing use or occupancy classification of a building or structure or portion thereof shall not be made, until a certificate of occupancy has been applied for and issued. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. (Ref. 2021 IRC, 111.1 Use and occupancy)



FLOOR PLAN

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REVISIONS		
NO.	DATE	DESCRIPTION

A NEW BRANCH OFFICE for  
**RANDOLPH BROOKS**  
Federal Credit Union  
President George Bush Highway  
Grand Prairie, Texas



chesneymoralespartners, inc.  
architecture | interior design  
4001 Broadway, Suite 200 | San Antonio, Texas 78209  
210.628.9481 | TBAE Firm BR1010



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CHECKED BY:	FFL
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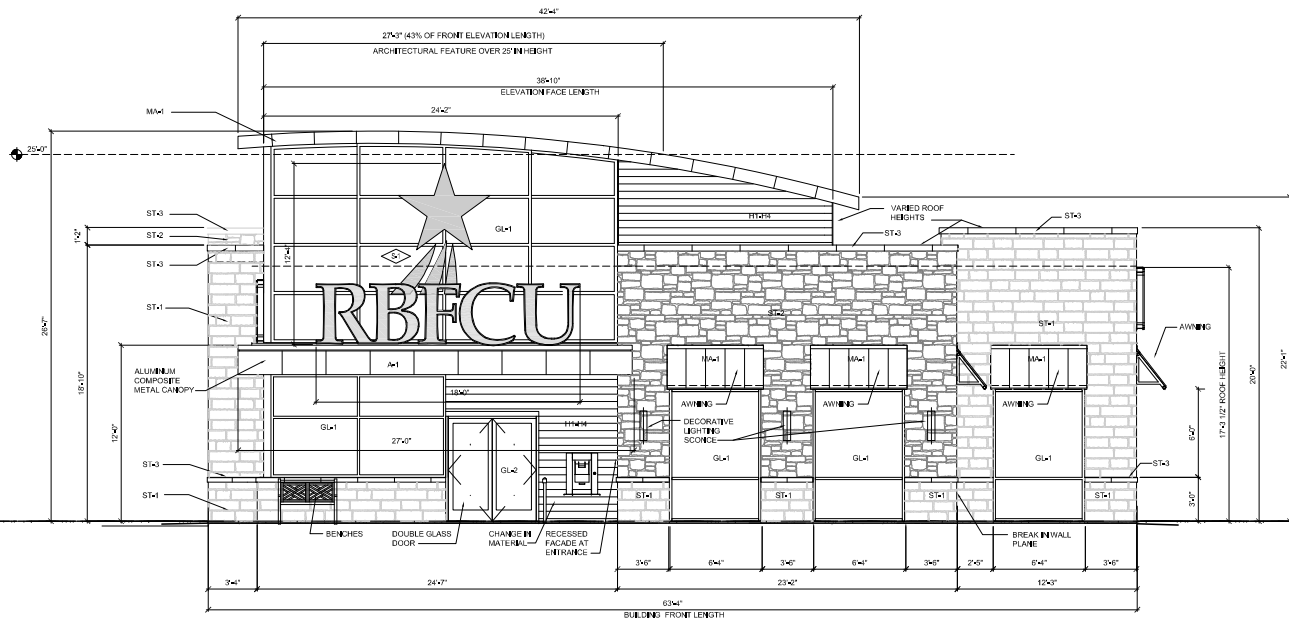
A NEW BRANCH OFFICE for  
**RANDOLPH BROOKS**  
 Federal Credit Union  
 Grand Prairie, Texas  
 3162 S. Hwy 161

chesneymoralespartners, inc.  
 architecture | interior design  
 4101 Broadway, Suite 250 | San Antonio, Texas 78209  
 210.628.9481 | TBAE Firm BR110



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EXTERIOR ELEVATIONS  
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**A3.1**



**1 WEST ELEVATION (FRONT)**  
 SCALE: 1/4" = 1'-0"

**MATERIAL LEGEND**

- ST-1: CORDOVA CREAM, CHOPPED FACE AND SIDES, RUNNING BOND, 4" THICK
- ST-2: LEUDERS WALNUT LIMESTONE, ROCK FACE, RANDOM ASHLAR, 4" THICK
- ST-3: CAST STONE, COLOR TO BE "BUFF"
- H-1: PAINTED CEMENTITIOUS FIBERBOARD (HARDE PLANK) COLOR TO BE B21515 AMERICAN EAGLE
- H-2: PAINTED CEMENTITIOUS FIBERBOARD (HARDE PLANK) COLOR TO BE B21638 MEADOWLARK
- H-3: PAINTED CEMENTITIOUS FIBERBOARD (HARDE PLANK) COLOR TO BE B21515 AMERICAN EAGLE
- H-4: PAINTED CEMENTITIOUS FIBERBOARD (HARDE PLANK) COLOR TO BE B21624 PALM SPRINGS TAN
- P-2: PAINTED STUCCO COLOR TO BE B21638 MEADOWLARK
- A-1: AT CANOPIES + PREFINISHED COMPOSITE ALUMINUM PANELS, CLEAR ANODIZED
- AW-1: AT ROOF AND AT AWNINGS + STANDING SEAM METAL ROOF, BEFORE MANUFACTURING COOL LEADCOATE (20 YEAR FINISH WARRANTY)
- GL-1: SOLARBAN 70XL ON SOLEMIX GLASS CLEAR ANODIZED FRAMES
- GL-2: CLEAR TEMPERED GLASS CLEAR ANODIZED FRAMES

**MATERIAL CALCULATIONS**

MATERIAL	AREA	PERCENTAGE
STONE ST-1: CORDOVA CREAM, CHOPPED FACE, RUNNING BOND	309 S.F.	37
STONE ST-2: LEUDERS WALNUT LIMESTONE, ROUGH FACE, RANDOM ASHLAR	282 S.F.	35
STONE ST-3: CAST STONE, BUFF COLOR	30 S.F.	4
P-2: (3) PROCESS STUCCO, PAINTED	0 S.F.	0
H-1 TO H-4: CEMENTITIOUS FIBERBOARD (HARDE PLANK), PAINTED	136 S.F.	17
TOTAL MASONRY	757 S.F.	83
A-1: PREFINISHED COMPOSITE ALUMINUM PANELS, CLEAR ANODIZED	54 S.F.	7
AW-1: ROOF NOT INCLUDED IN CALCULATIONS	0 S.F.	0
METAL LOUVERS, PAINTED TO MATCH H-4	0 S.F.	0
TOTAL ACCENT MATERIALS	54 S.F.	7
TOTAL GLAZING	628 S.F.	44
TOTAL SURFACE AREA OF FACADE	1,439 S.F.	
TOTAL SURFACE AREA OF FACADE LESS OPENINGS	811 S.F.	

SIGNAGE WILL BE PERMITTED SEPARATELY

**WINDOW AND CANOPY / AWNINGS CALCULATIONS**

FACADE NAME	FACADE LENGTH	WINDOW LENGTH	PERCENTAGE	CANOPY LENGTH	PERCENTAGE
WEST (FRONT)	63'-4"	43'-2"	46%	46%	
SOUTH	61'-4"	25'-4"	25%	25%	
EAST (REAR)	62'-4"	23'-4"	23%	23%	
NORTH	61'-4"	33'-4"	26%	26%	
TOTAL	250'-4"	128'-2"	50	122'-4"	49

**MATERIAL COMPLIANCE SUMMARY - EXCLUDING ROOF**

FACADE NAME	TOTAL AREA	OPENING AREA	TOTAL MINUS OPENINGS	% PRIMARY MASONRY	% SECONDARY MASONRY	% ACCENT MATERIAL
WEST (FRONT)	1,439 S.F.	628 S.F.	811 S.F.	76 %	17 %	7 %
SOUTH	1,431 S.F.	189 S.F.	1,242 S.F.	87 %	12 %	1 %
EAST (REAR)	1,502 S.F.	171 S.F.	1,331 S.F.	86 %	6 %	8 %
NORTH	1,557 S.F.	496 S.F.	1,061 S.F.	87 %	8 %	5 %

**WINDOWS AND CANOPIES COMPLIANCE SUMMARY**

STANDARD	REQUIRED	PROVIDED	MEETS
LENGTH OF WINDOWS AT PRIMARY FACADE	30 %	44 %	YES
LENGTH OF WINDOWS AT ALL FACADES	50 %	50 %	YES
LENGTH OF CANOPY AT ALL FACADES	25 %	49 %	YES



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NO.	DATE	DESCRIPTION

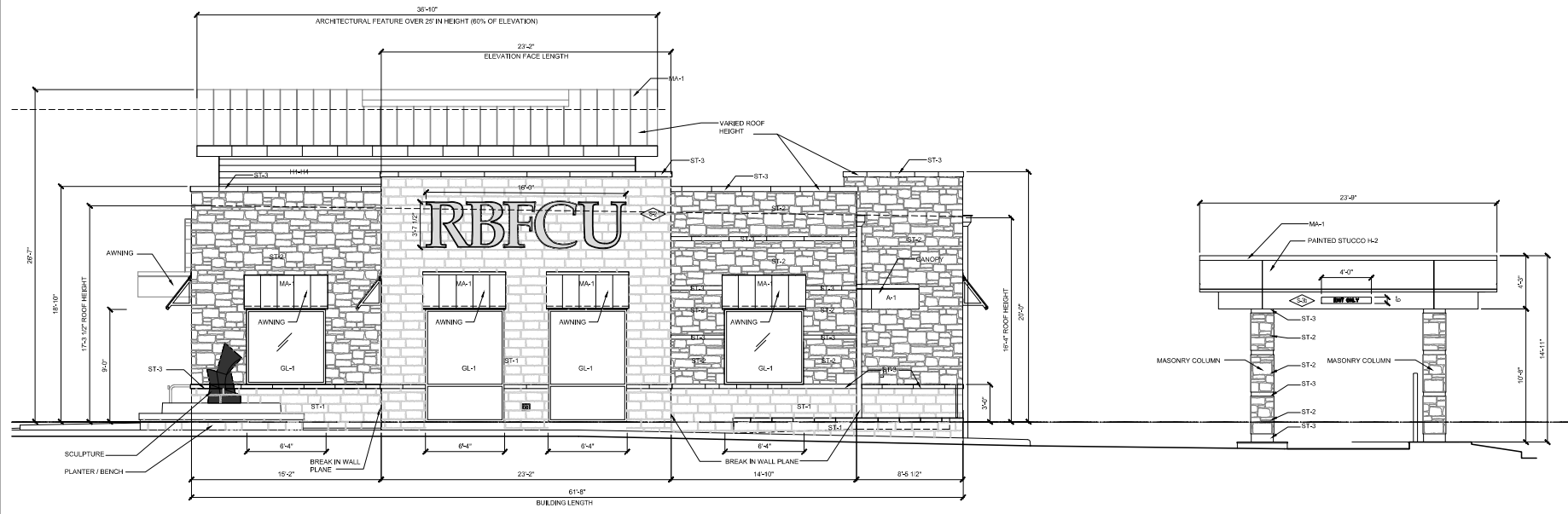
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 architecture | interior design  
 401 Broadway, Suite 250 | San Antonio, Texas 78209  
 210.628.9481 | TBAE Firm BR1010



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SHEET  
**A3.2**



**2 SOUTH ELEVATION**  
 SCALE: 1/4" = 1'-0"

**MATERIAL CALCULATIONS**

MATERIAL	AREA	PERCENTAGE
STONE ST-1: CORDOVA CREAM, CHOPPED FACE, RUNNING BOND	469 S.F.	38
STONE ST-2: LEUDERS WALNUT LIMESTONE, ROUGH FACE, RANDOM ASHLAR	540 S.F.	43
STONE ST-3: CAST STONE, BUFF COLOR	79 S.F.	6
P-2: (3) PROCESS STUCCO, PAINTED	88 S.F.	7
H-1 TO H-4: CEMENTITIOUS FIBERBOARD (HARDIE PLANK) PAINTED	56 S.F.	5
TOTAL MASONRY	1,232 S.F.	99
A-1: PREFINISHED COMPOSITE ALUMINUM PANELS, CLEAR ANODIZED	10 S.F.	1
MA-1: ROOF NOT INCLUDED IN CALCULATIONS		
METAL LOUVERS, PAINTED TO MATCH H-1	0 S.F.	0
TOTAL ACCENT MATERIALS	10 S.F.	1
		% OF TOTAL
TOTAL GLAZING	189 S.F.	13

TOTAL SURFACE AREA OF FACADE 1,431 S.F.  
 TOTAL SURFACE AREA OF FACADE LESS OPENINGS 1,242 S.F.

SIGNAGE  
 WILL BE PERMITTED SEPARATELY

**MATERIAL LEGEND**

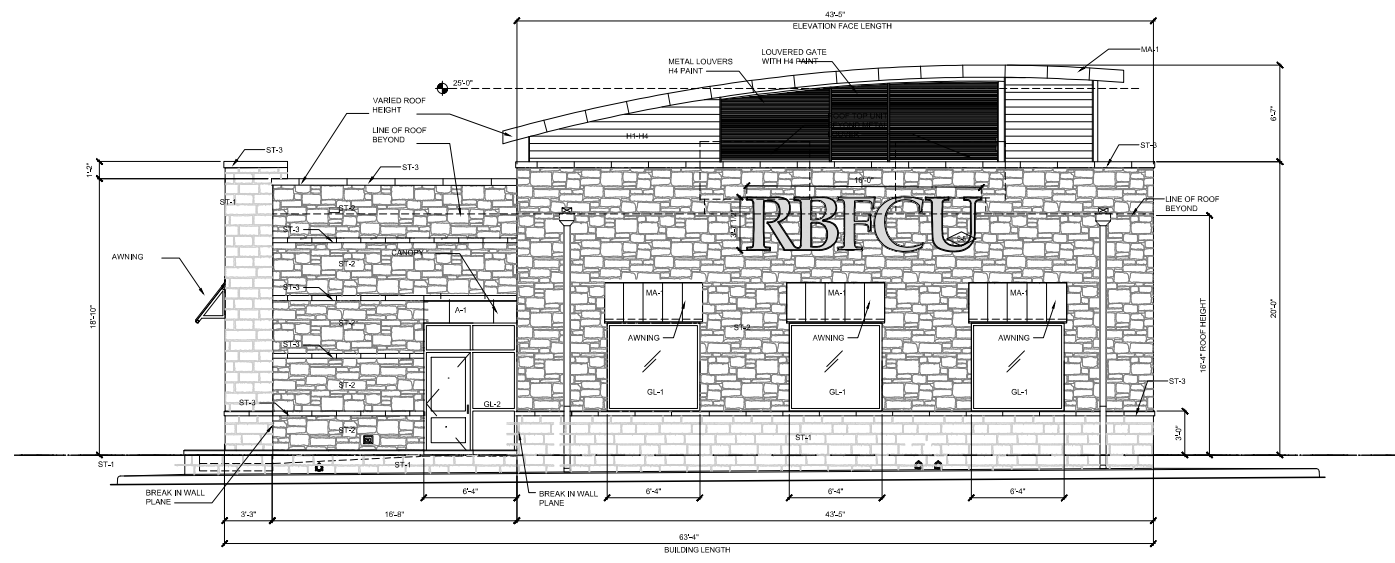
- ST-1: CORDOVA CREAM, CHOPPED FACE AND SIDES, RUNNING BOND, 4" THICK
- ST-2: LEUDERS WALNUT LIMESTONE, ROCK FACE, RANDOM ASHLAR, 4" THICK
- ST-3: CAST STONE, COLOR TO BE "BUFF"
- H-1: PAINTED CEMENTITIOUS FIBERBOARD (HARDIE PLANK) COLOR: BENJAMIN MOORE HO-90 BLEEKER BEIGE
- H-2: PAINTED CEMENTITIOUS FIBERBOARD (HARDIE PLANK) COLOR TO BEICI A1888 MEADOWLARK
- H-3: PAINTED CEMENTITIOUS FIBERBOARD (HARDIE PLANK) COLOR TO BEICI 915 AMERICAN EAGLE
- H-4: PAINTED CEMENTITIOUS FIBERBOARD (HARDIE PLANK) COLOR TO BEICI 524 PALM SPRINGS TAN
- P-2: PAINTED STUCCO COLOR TO BEICI A1638 MEADOWLARK
- A-1: AT CANOPIES - PREFINISHED COMPOSITE ALUMINUM PANELS, CLEAR ANODIZED
- MA-1: AT ROOF AND AT AWNINGS - STANDING SEAM METAL ROOF, BERTRIDGE MANUFACTURING CO., LEAKGUOTE, (20 YEAR FINISH WARRANTY)
- GL-1: SOLARBAN 70XL ON SOLEXIA GLASS CLEAR ANODIZED FRAMES
- GL-2: CLEAR TEMPERED GLASS CLEAR ANODIZED FRAMES

**EXTERIOR ELEVATIONS**

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REVISIONS		
NO.	DATE	DESCRIPTION



1 EAST ELEVATION  
SCALE: 1/4" = 1'-0"

**MATERIAL LEGEND**

- ST-1: CORDOVA CREAM, CHOPPED FACE AND SIDES, RUNNING BOND, 4" THICK
- ST-2: LEUDERS WALNUT LIMESTONE, ROCK FACE, RANDOM ASHLAR, 4" THICK
- ST-3: CAST STONE, COLOR TO BE "BUFF"
- H-1: PAINTED CEMENTITIOUS FIBERBOARD (HARDIE PLANK) COLOR: BENJAMIN MOORE HC-80 BLEISER BEIGE
- H-2: PAINTED CEMENTITIOUS FIBERBOARD (HARDIE PLANK) COLOR TO BE ICI A1838 MEADOWLARK
- H-3: PAINTED CEMENTITIOUS FIBERBOARD (HARDIE PLANK) COLOR TO BE ICI 515 AMERICAN EAGLE
- H-4: PAINTED CEMENTITIOUS FIBERBOARD (HARDIE PLANK) COLOR TO BE ICI 324 PALM SPRINGS TAN
- P-2: PAINTED STUCCO COLOR TO BE ICI A1838 MEADOWLARK
- A-1: AT CANOPIES - PREFINISHED COMPOSITE ALUMINUM PANELS, CLEAR ANODIZED
- MA-1: AT ROOF AND AT AWNINGS - STANDING SEAM METAL ROOF, BEFRIDGE MANUFACTURING CO., LEADOTE (20 YEAR FINISH WARRANTY)
- GL-1: SOLARBAN 70XL ON SOLEXIA GLASS CLEAR ANODIZED FRAMES
- GL-2: CLEAR TEMPERED GLASS CLEAR ANODIZED FRAMES

**MATERIAL CALCULATIONS**

MATERIAL	AREA	PERCENTAGE
STONE ST-1: CORDOVA CREAM, CHOPPED FACE, RUNNING BOND	253 S.F.	19
STONE ST-2: LEUDERS WALNUT LIMESTONE, ROUGH FACE, RANDOM ASHLAR	824 S.F.	62
STONE ST-3: CAST STONE, BUFF COLOR	66 S.F.	5
P-2: (3) PROCESS STUCCO, PAINTED	0 S.F.	0
H-1 TO H-4: CEMENTITIOUS FIBERBOARD (HARDIE PLANK) PAINTED	80 S.F.	6
<b>TOTAL MASONRY</b>	<b>1,223 S.F.</b>	<b>92</b>
MA-1: ROOF NOT INCLUDED IN CALCULATIONS		
A-1: PREFINISHED COMPOSITE ALUMINUM PANELS, CLEAR ANODIZED	11 S.F.	1
METAL LOUVERS, PAINTED TO MATCH H-4	97 S.F.	7
<b>TOTAL ACCENT MATERIALS</b>	<b>108 S.F.</b>	<b>8</b>
		% OF TOTAL
<b>TOTAL GLAZING</b>	<b>171 S.F.</b>	<b>11</b>

TOTAL SURFACE AREA OF FACADE 1,502 S.F.  
TOTAL SURFACE AREA OF FACADE LESS OPENINGS 1,331 S.F.

SIGNAGE  
WILL BE PERMITTED SEPARATELY

A NEW BRANCH OFFICE for  
**RANDOLPH BROOKS**  
Federal Credit Union  
President George Bush Highway  
Grand Prairie, Texas

**cmp**  
chesneymoralespartners, inc.  
architecture | interior design  
4001 Broadway, Suite 200 | San Antonio, Texas 78209  
210.628.9481 | TBAE Firm BR1010

JOB NO:	2412
DATE:	04/05/24
DRAWN BY:	PAS
CHECKED BY:	FFL

EXTERIOR ELEVATIONS

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SHEET  
**A3.3**





**CITY OF GRAND PRAIRIE  
ORDINANCE**

**MEETING DATE:** 06/04/2024

**REQUESTER:** Monica Espinoza, Administrative Supervisor

**PRESENTER:** Savannah Ware, AICP, Chief City Planner

**TITLE:** 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)

**APPLICANT:** Kiarash Ghorbani

**RECOMMENDED ACTION:** Approve with conditions

**SUMMARY:**

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.

**PURPOSE OF REQUEST:**

The applicant intends to operate an internet-only auto sales dealership with minor auto repair on site for vehicle inventory. Per Article 30 of the Unified Development Code, any accessory uses to an Online Auto Dealer must be approved individually per the use charts. Online auto dealers may sell vehicles primarily over the Internet to individual customers through a virtual storefront. No outdoor display of cars or sale of cars in inventory is permitted.

The purpose of the Specific Use Permit process is to identify those uses that might be appropriate within a zoning district, but due to either their location, functional or operational nature, could have a potentially negative impact on surrounding properties; and provide for a procedure whereby such uses might be permitted by further restricting or conditioning them to eliminate such probable negative consequences.

**ADJACENT LAND USES:**

The following table summarizes the zoning designation and existing use for the surrounding properties.

**Table 1. Zoning and Land Use**

Direction	Zoning	Existing Use
North	Commercial (C)	Retail
South	Light Industrial (LI)	Industrial
West	Commercial (C)	Auto Related Business
East	Commercial (C)	Auto Related Business

**PROPOSED USE CHARACTERISTICS:**

The applicant intends to use the existing building as an office, to store vehicles, and complete minor auto repairs to inventory.

- Hours of operation: Monday-Saturday: 10:00 AM to 6:00 PM, closed Sundays.

**VARIANCES:**

The applicant is not requesting any variances.

**PUBLIC NOTICE:**

Notice of this item was published in the Fort Worth Star Telegram and letters were provided to 20 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 May 13, 2024, the Planning and Zoning Commission recommended approval with conditions by a vote of 7-0.
- The Development Review Committee (DRC) recommends approval with the following conditions:
  1. Any outdoor display of cars for sale or car inventory is prohibited.
  2. The business shall obtain a Certificate of Occupancy and Auto Related Business permit.
  3. A dumpster enclosure shall be provided per Environmental Services requirements.

**BODY:**

**AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS AMENDING THE ZONING ORDINANCE AND MAP BY SHOWING THE LOCATION, BOUNDARY, AND USE OF CERTAIN PROPERTY FOR A SPECIFIC USE PERMIT FOR AUTO DEALER (INTERNET ONLY) AND MINOR AUTO REPAIR FACILITY: BEING 0.28 ACRES, LOT 107, BURBANK GARDENS ADDITION, CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS; SAID ZONING MAP AND ORDINANCE BEING NUMBERED ORDINANCE NUMBER 4779 AND PASSED ON NOVEMBER 20, 1990; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE AFTER PUBLICATION**

**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 amend the zoning designation of said site to include a Specific Use Permit for an Auto Dealer (Internet Only) and Minor Auto Repair Facility; and

**WHEREAS**, the Planning and Zoning Commission of Grand Prairie, Texas, held a public hearing on said application on May 13, 2024, after written notice of such public hearing before the Planning and Zoning Commission on the proposed Specific Use Permit had been sent to owners of real property lying within 300 feet of the property on which the creation of a Specific Use Permit for an Auto Dealer (Internet Only) and Minor Auto Repair Facility 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 said Zoning Ordinance and Map be amended to allow a Specific Use Permit for an an Auto Dealer (Internet Only) and Minor Auto Repair Facility; 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 June 4, 2023, 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, Fort Worth, Texas, a newspaper of general circulation in such municipality; and

**WHEREAS**, all citizens and parties at interest have been given an opportunity to be heard on all the matter of the Specific Use Permit and the City Council of the City of Grand Prairie, Texas, being informed as to the location and nature of the specific 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 to the extent that a specific use may be made of said property as herein provided 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 Unified Development Code 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..."

passed and approved November 20, 1990, as amended, is hereby further amended so as to establish a Specific Use Permit for an Auto Dealer (Internet Only) and Minor Auto Repair Facility on one lot on 0.28 acres. Lot 107, Burbank Gardens Addition, City of Grand Prairie, Dallas County, Texas, as depicted in Exhibit A – Location Map, attached hereto.

**SECTION 2.** The purpose of this Ordinance is to provide the appropriate restrictions and development controls that ensure this Specific Use Permit is compatible with the surrounding development and zoning and to also ensure that the development complies with the City's Comprehensive Plan and Unified Development Code.

**SECTION 3.** For development and operations of an Auto Dealer (Internet Only) and Minor Auto Repair Facility, the following standards and conditions are hereby established as part of this ordinance:

1. The development shall adhere to the City Council approved Exhibit B - Site Plan and Exhibit C – Operational Plan which are herein incorporated by reference.
2. Any outdoor display of cars for sale or car inventory is prohibited.
3. The business shall obtain a Certificate of Occupancy and Auto Related Business permit.
4. A dumpster enclosure shall be provided per Environmental Services requirements.

**SECTION 4.** The operation of a Facility shall comply with the following:

1. By this Ordinance, this Specific Use Permit shall automatically terminate in accordance with Section 5.4.1 of the Unified Development Code if a Certificate of Occupancy is not issued for said use within one (1) year after City Council adoption of this Ordinance, or upon cessation of said use for a period of six (6) months or more.
2. It shall be unlawful for the owner, manager, or any person in charge of a business or other establishment to violate the conditions imposed by the City Council when a Specific Use Permit is granted, and the violation of those conditions could result in a citation being issued by the appropriate enforcement officers of the City of Grand Prairie. Violation of this provision may be punishable in accordance with Section 1-8 of the Code of Ordinances of the City.
3. This Specific Use Permit shall run with the land and therefore may be transferred from owner to owner; however, each new owner shall obtain a new Certificate of Occupancy.
4. The Certificate of Occupancy shall note the existence of this Specific Use Permit by its number and



title.

5. The operation of the facility shall be in strict compliance with all requirements of the Public Health and Environmental Quality Department, Building Inspections, Police Department and Fire Administration.
6. Any unsafe or unauthorized operations or activities may be determined as grounds for revocation of the Specific Use Permit by the City Council.

**SECTION 5.** A violation of this Ordinance is a misdemeanor punishable in accordance with Section 1-8 of the Code of Ordinances of the City of Grand Prairie, Texas. The penalty provided herein shall be cumulative of other remedies provided by State law, and the power of injunction as provided in Texas Local Government Code Section 54.016, as amended, may be exercised in enforcing this ordinance whether or not there has been a complaint filed.

**SECTION 6.** The Unified Development Code of the City of Grand Prairie, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

**SECTION 7.** 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 8.** All ordinances or parts of ordinances in conflict herewith are specifically repealed.

**SECTION 9.** This ordinance shall be in full force and effect from and after its passage, approval, and publication.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, THIS 4TH DAY OF JUNE 2024.**

**SPECIFIC USE PERMIT NO. #**

**CASE NO. SUP-24-03-0015**

**ORDINANCE NO. #-2024**

# Exhibit A- Location Map

## Page 1 of 1




CASE LOCATION MAP  
 SUP-24-03-0015  
 2818 E MAIN ST

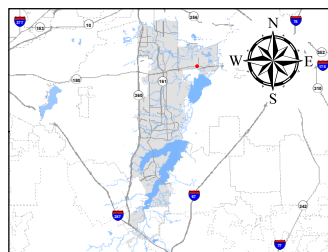
Item 32.



City of Grand Prairie  
 Planning and Development

(972) 237-8255  
 www.gptx.org

-  Location
-  Street Center Line
-  Parcels



0 0.018 Miles

**Grand Prairie**  
 TEXAS  
 PLANNING

Date: 4/15/2021 211

The City of Grand Prairie has prepared maps for departmental use. These are not official maps of the City of Grand Prairie and should not be used for legal, engineering, or surveying purposes but rather for reference. These maps are the property of the City of Grand Prairie and have been made available to public based on the Public Information Act. The City of Grand Prairie make every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. Utilization of this map indicates understanding and acceptance of this statement.





## **Operational Plan**

2818 E. Main St  
Grand Prairie TX,  
75050

\*Used Internet auto sales/ Minor Mechanic repair

- 1.) Hours of operation will be from Mon-Sat 10-6 p.m
- 2.) We purchase and sell used cars
- 3.) All vehicles are drive able and purchased from local auctions
- 4.) Some vehicles will be repaired and some will not need to be prior to retail
- 5.) Minor mechanic repair will consist of minor tuneups, alternator, starter, water pump, fan belt, hoses and brake/rotor replacement and computer diagnosis. Premises will always be clean and organized, free of oil spots and messy aftermath.
- 6.) There are 2 employees total
- 7.) There will be no washing or painting cars. All work will be contracted at another facility
- 8.) There will be 5 customer parking plus 1 handicap space available
- 9.) We are planning on installing an iron gate on the front building line. We are also proposing to enhance the front curb appeal by installing large plantar pots with beautiful plants next to the front door and install a custom awning over the exterior front door entrance.



CITY OF GRAND PRAIRIE
ORDINANCE

MEETING DATE: 06/04/2024
REQUESTER: Monica Espinoza, Administrative Supervisor
PRESENTER: Savannah Ware, AICP, Chief City Planner
TITLE: 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)
APPLICANT: Raymond Vasquez
RECOMMENDED ACTION: Renew

SUMMARY:

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.

PURPOSE OF REQUEST:

The purpose of this request is to review the operations of the cornhole facility at 1825 Galveston Street for compliance with SUP conditions.

ADJACENT LAND USES:

The following table summarizes the zoning designation and existing use for the surrounding properties.

**Table 1. Zoning and Land Use**

Direction	Zoning	Existing Use
North	Light Industrial, Commercial	Industrial
South	Single Family-Four	Single Family Residential
West	Two-Family	Undeveloped
East	Two-Family	Undeveloped

**HISTORY:**

- April 4, 2023: City Council approved a Specific Use Permit for Amusement Services (Indoor) to authorize the use and operation of a cornhole facility, requiring a review of the SUP in one year, and establishing operational conditions (Case Number SUP-23-02-0004).

**COMPLIANCE REVIEW:**

The operations are in compliance with SUP conditions and all other rules/regulations. There are no violations to report.

**RECOMMENDATION:**

- On May 13, 2024, the Planning and Zoning Commission recommended renewal of the SUP by a vote of 7-0.
- Since operations are in compliance with SUP conditions, the Development Review Committee (DRC) recommends renewal of the SUP.

**BODY:**

**AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS AMENDING THE ZONING ORDINANCE AND MAP BY RENEWING SPECIFIC USE PERMIT NO. 1148 FOR AMUSEMENT SERVICES (INDOOR) TO ALLOW AN INDOOR CORNHOLE FACILITY: LOTS 4-7, BLOCK 103, DALWORTH PARK ADDITION, CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS, LOCATED AT 1825 GALVESTON ST; SAID ZONING MAP AND ORDINANCE BEING NUMBERED ORDINANCE NUMBER 4779 AND PASSED ON NOVEMBER 20, 1990; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE AFTER PUBLICATION**

**WHEREAS**, the City Council of the City of Grand Prairie approved Specific Use Permit No. 1148 for Amusement Services (Indoor), authorizing the use and operation of an Indoor Cornhole Facility, said ordinance being numbered 11363-2023 and passed April 4, 2023; and

**WHEREAS**, SUP No. 1148 states that City Council shall conduct a public hearing one year after City Council adoption of the SUP ordinance to confirm compliance with all applicable codes; and

**WHEREAS**, Staff initiated the process to review SUP No. 1148 for compliance with SUP conditions, and modify, renew, or revoke if deemed appropriate based upon the review; and

**WHEREAS**, the Planning and Zoning Commission of Grand Prairie, Texas, held a public hearing on said SUP review on May 13, 2024, after written notice of such public hearing before the Planning and Zoning Commission on the Specific Use Permit had been sent to owners of real property lying within 300 feet of the property on which the review of a Specific Use Permit for Amusement Services 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 SUP review, the Planning and Zoning Commission of the City of Grand Prairie, Texas voted 7 to 0 to recommend renewal of Specific Use Permit No. 1125 for Amusement Services, authorizing the use and operation of a Hookah Lounge to the City Council of Grand Prairie, Texas; 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 June 4, 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, Fort Worth, Texas, a newspaper of general circulation in such municipality; and

**WHEREAS**, all citizens and parties at interest have been given an opportunity to be heard on all the matter of the Specific Use Permit and the City Council of the City of Grand Prairie, Texas, being informed as to the location and nature of the specific 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 to the extent that a specific use may be made of said property as herein provided 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 Unified Development Code 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..."

passed and approved November 20, 1990, as amended, is hereby further amended so as to renew Specific Use Permit No. 1148 for Amusement Services (Indoor) to authorize the use and operation of an Indoor



Cornhole Facility, legally described as Lots 4-7, Block 103, Dalworth Park Addition, City of Grand Prairie, Dallas County, Texas, located at 1825 Galveston St, as depicted in Exhibit A – Location Map, attached hereto.

**SECTION 2.** The purpose of this Ordinance is to provide the appropriate restrictions and development controls that ensure this Specific Use Permit is compatible with the surrounding development and zoning and to also ensure that the development complies with the City’s Comprehensive Plan and Unified Development Code.

**SECTION 3.** For development and operations of Amusement Services (Indoor), the following standards and conditions are hereby established as part of this ordinance:

1. The development shall adhere to the City Council approved Exhibit B – Site Plan and Exhibit C – Operational Plan of this ordinance, which are herein incorporated by reference.
2. Eight-line gaming machines shall be prohibited.
3. The applicant shall maintain the existing parking agreement to ensure that adequate parking is available.
4. The operator shall monitor the parking lots and shall clear them of any trash or debris 30 minutes after closing.
5. The operator shall not play music on internal sound system.
6. The operator shall provide provide a designated area for coolers and beverages, which shall be monitored by TABC certified staff.
7. TABC certified staff shall monitor BYOB operations.
8. Saturday operations shall be limited to the hours between 12 PM and 12 AM.
9. Staff shall issue a wristband to patrons that are at least 21 years of age to indicate that they are allowed to drink alcoholic beverages.

**SECTION 4.** The operations shall comply with the following:

1. By this Ordinance, this Specific Use Permit shall automatically terminate in accordance with Section 5.4.1 of the Unified Development Code if a Certificate of Occupancy is not issued for said use within one (1) year after City Council adoption of this Ordinance, or upon cessation of said use for a period of six (6) months or more.
2. It shall be unlawful for the owner, manager, or any person in charge of a business or other establishment to violate the conditions imposed by the City Council when a Specific Use Permit is granted, and the violation of those conditions could result in a citation being issued by the appropriate enforcement officers of the City of Grand Prairie. Violation of this provision may be punishable in accordance with Section 1-8 of the Code of Ordinances of the City.
3. This Specific Use Permit shall run with the land and therefore may be transferred from owner to owner; however, each new owner shall obtain a new Certificate of Occupancy.
4. The Certificate of Occupancy shall note the existence of this Specific Use Permit by its number and title.
5. The operation of the facility shall be in strict compliance with all requirements of the Environmental Services Department, Building Inspections, Police Department and Fire Administration.

6. Any unsafe or unauthorized operations or activities may be determined as grounds for revocation of the Specific Use Permit by the City Council.

**SECTION 5.** It is further provided that in the case a section, clause, sentence or part of this Ordinance shall be deemed or adjudicated 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.** A violation of this Ordinance is a misdemeanor punishable in accordance with Section 1-8 of the Code of Ordinances of the City of Grand Prairie, Texas. The penalty provided herein shall be cumulative of other remedies provided by State law, and the power of injunction as provided in Texas Local Government Code Section 54.016, as amended, may be exercised in enforcing this ordinance whether or not there has been a complaint filed.

**SECTION 7.** The Unified Development Code of the City of Grand Prairie, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

**SECTION 8.** 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 9.** That the Unified Development Code of the City of Grand Prairie, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

**SECTION 10.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 4TH DAY OF JUNE 2024.**

**ORDINANCE NO. #-2024  
SPECIFIC USE PERMIT NO. 1148A  
CASE NO. SUP-24-04-0016**

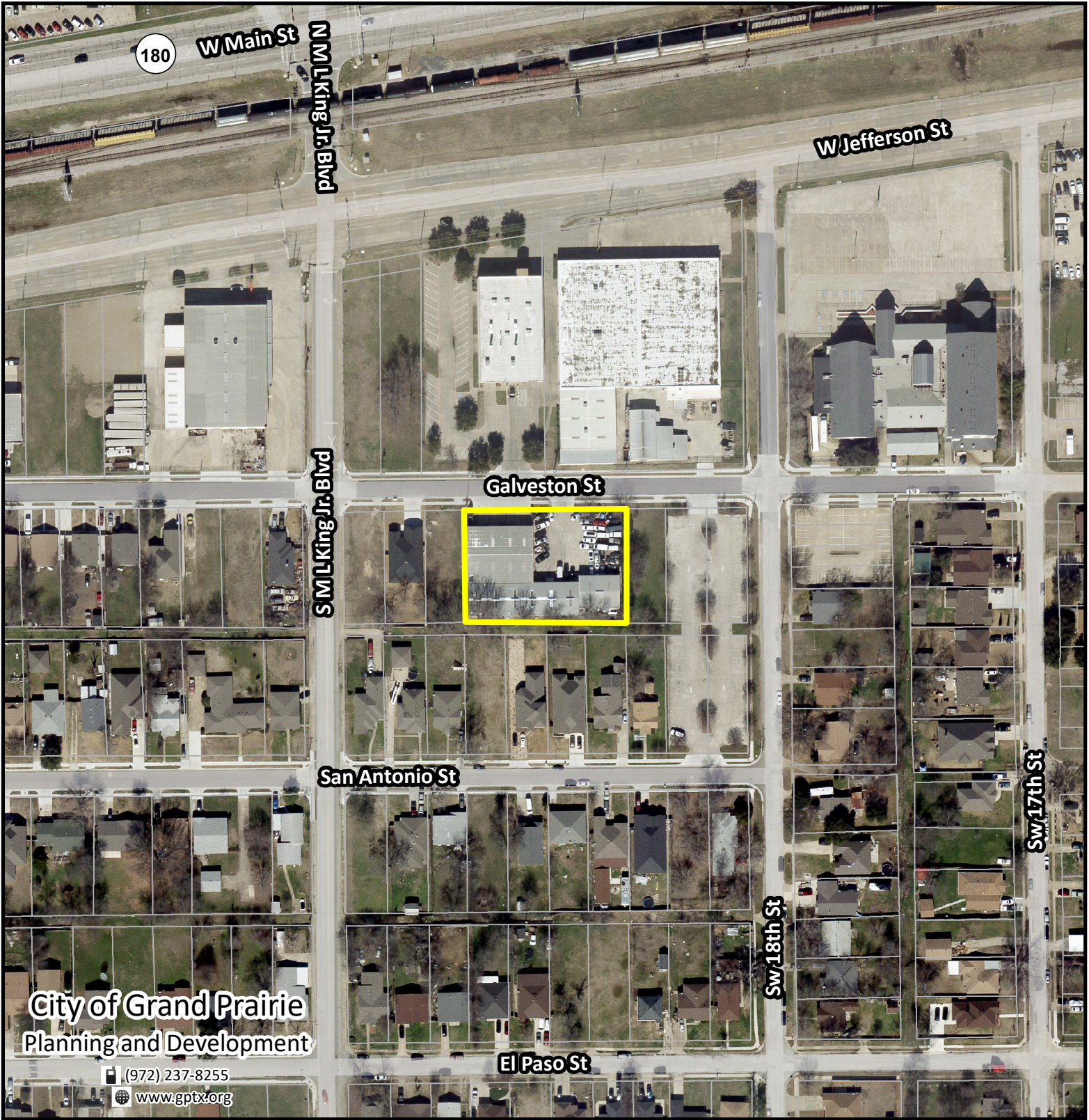


# Exhibit A- Location Map

## Page 1 of 1

CASE LOCATION MAP  
 SUP-24-04-0016  
 1825 GALVESTON ST




Item 33.



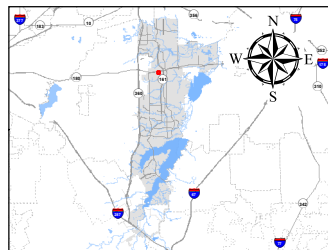
City of Grand Prairie  
 Planning and Development

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-  Location
-  Street Center Line
-  Parcels

The City of Grand Prairie has prepared maps for departmental use. These are not official maps of the City of Grand Prairie and should not be used for legal, engineering, or surveying purposes but rather for reference. These maps are the property of the City of Grand Prairie and have been made available to public based on the Public Information Act. The City of Grand Prairie make every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. Utilization of this map indicates understanding and acceptance of this statement.



0 0.03 Miles

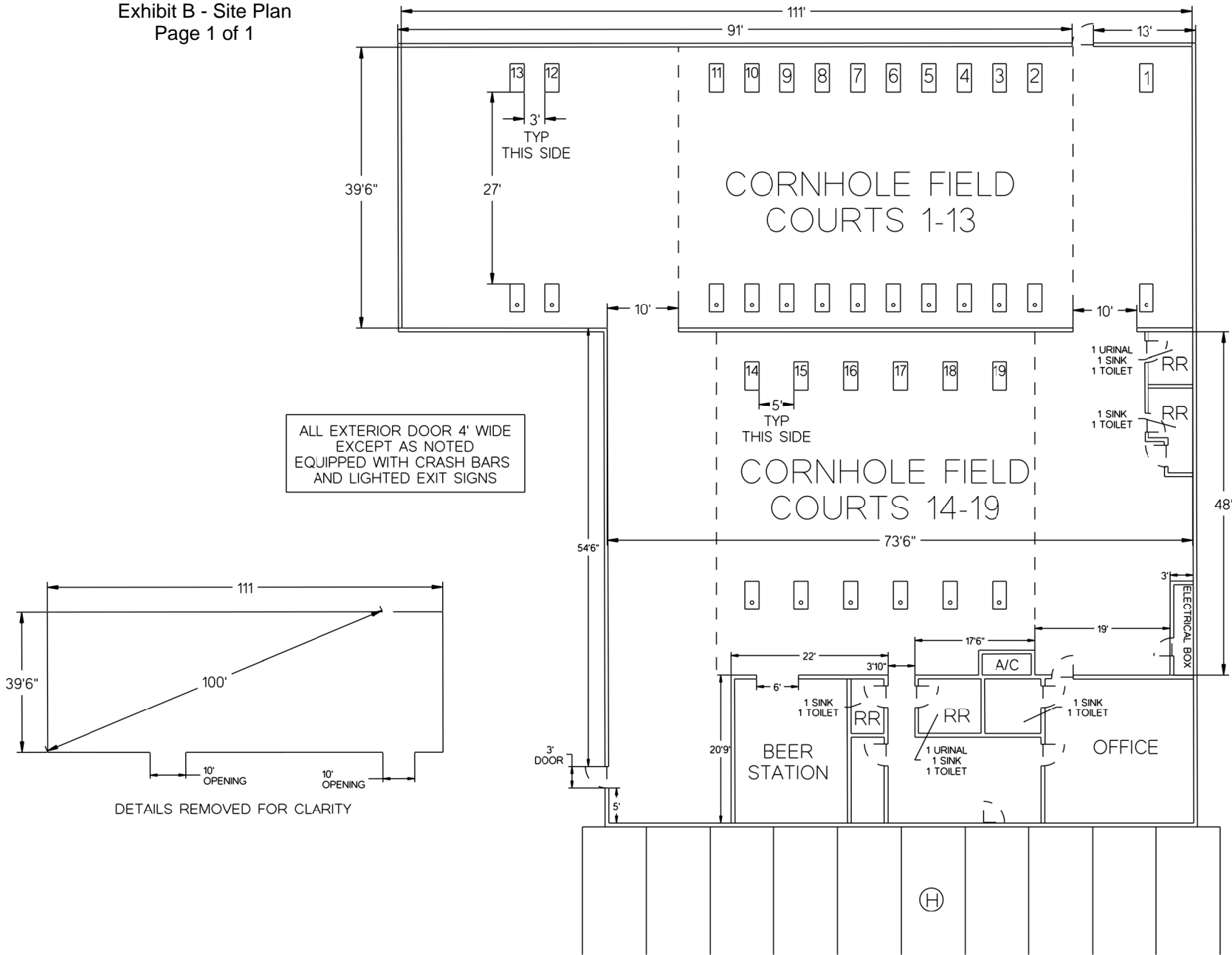
**Grand Prairie**  
 TEXAS  
 PLANNING

Date: 4/16/202

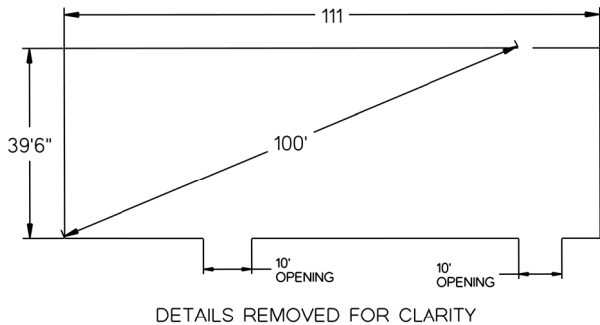
219



Item 33.



ALL EXTERIOR DOOR 4' WIDE  
EXCEPT AS NOTED  
EQUIPPED WITH CRASH BARS  
AND LIGHTED EXIT SIGNS



1 = HANDICAPPED PARKING  
9 = 9X18 PARKING  
ADDITIONAL PARKING ACROSS STREET

Chase's Cad services 1032 Rock Springs Dr. Burleson Tx, 76028			
DRAWN BY	C. NUZIARD	12/7/22	AJ'S SPORTS 1825 GALVESTON SUITE 200 FLOORPLAN
CONSULTANT	T. SHOTWELL		
OWNER			
		CASE NUMBER	REV -
		SCALE 1" = 20'	SHT 1 OF 1

## Business Plan for 1825 Galveston Suite 100

Business Name: AJ's Sports

Business Contact person: Raymond Vasquez

Phone #: 214-240-9674

This first class facility is designed for cornhole competition and recreational play. There will be both tournament and open play. The plan includes future league play.

Also being considered are possible future pickle ball courts.

This is an indoor, climate controlled facility.

Hours of operation are:

Sunday: 1:00p to 10:00p

Monday through Thursday: 5:00p to 11:00p

Friday: 5:00p to 12:00a

Saturday: Noon to 12:00a

There are 11 onsite parking spaces, including one handicap space. There are 68 additional parking spaces provided by attached shared parking agreement directly across Galveston Street to the north at CPC Rheaco Manufacturing Center.

The parcel information is:

DALWORTH PARK

BLK 103 LTS 4,5,6,&

7 Grand Prairie,

Tx. .678 acres

**ORDINANCE NO. 11363-2023**

**AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS AMENDING THE ZONING ORDINANCE AND MAP BY SHOWING THE LOCATION, BOUNDARY, AND USE OF CERTAIN PROPERTY FOR A SPECIFIC USE PERMIT FOR AMUSEMENT SERVICES (INDOOR) TO ALLOW AN INDOOR CORNHOLE FACILITY: LOTS 407, BLOCK 103, DALWORTH PARK ADDITION, CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS, LOCATED AT 1825 GALVESTON ST; SAID ZONING MAP AND ORDINANCE BEING NUMBERED ORDINANCE NUMBER 4779 AND PASSED ON NOVEMBER 20, 1990; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE AFTER PUBLICATION**

**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 amend the zoning designation of said site to include a Specific Use Permit for Amusement Services (Indoor) to allow an indoor cornhole facility; and

**WHEREAS**, the Planning and Zoning Commission of Grand Prairie, Texas, held a public hearing on said application on March 13, 2023, after written notice of such public hearing before the Planning and Zoning Commission on the proposed Specific Use Permit had been sent to owners of real property lying within 300 feet of the property on which the creation of a Specific Use Permit for Amusement Services (Indoor) to allow an indoor cornhole facility 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 1 to recommend to the City Council of Grand Prairie, Texas, that said Zoning Ordinance and Map be amended to allow a Specific Use Permit for Amusement Services (Indoor) to allow an indoor cornhole facility; 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 April 4, 2023, 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, Fort Worth, Texas, a newspaper of general circulation in such municipality; and

**WHEREAS**, all citizens and parties at interest have been given an opportunity to be heard on all the matter of the Specific Use Permit and the City Council of the City of Grand Prairie, Texas, being informed as to the location and nature of the specific 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 to the extent that a specific use may be made of said property as herein provided 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 Unified Development Code 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..."

passed and approved November 20, 1990, as amended, is hereby further amended so as to establish a Specific Use Permit for Amusement Services (Indoor) to allow an indoor cornhole facility on Lots 407, Block 103, Dalworth Park Addition, City of Grand Prairie, Dallas County, Texas, located at 1825 Galveston St, as depicted in Exhibit A – Location Map, attached hereto.

**SECTION 2.** The purpose of this Ordinance is to provide the appropriate restrictions and development controls that ensure this Specific Use Permit is compatible with the surrounding development and zoning and to also ensure that the development complies with the City’s Comprehensive Plan and Unified Development Code.

**SECTION 3.** For development and operations of Amusement Services (Indoor), the following standards and conditions are hereby established as part of this ordinance:

1. The development shall adhere to the City Council approved Exhibit B – Site Plan and Exhibit C – Operational Plan of this ordinance, which are herein incorporated by reference.
2. Eight-liner gaming machines shall be prohibited.
3. The applicant shall maintain the existing parking agreement to ensure that adequate parking is available.
4. The operator shall monitor the parking lots and shall clear them of any trash or debris 30 minutes after closing.
5. The operator shall not play music on the internal sound system.
6. The operator shall provide a designated area for coolers and beverages, which shall be monitored by TABC certified staff.
7. TABC certified staff shall monitor BYOB operations.
8. Saturday operations shall be limited to the hours between 12 PM and 12 AM.
9. Staff shall issue a wristband to patrons that are at least 21 years of age to indicate that they are allowed to drink alcoholic beverages.

**SECTION 4.** The operations of Amusement Services (Indoor) shall comply with the following:

1. By this Ordinance, this Specific Use Permit shall automatically terminate in accordance with Section 5.4.1 of the Unified Development Code if a Certificate of Occupancy is not issued for said use within one (1) year after City Council adoption of this Ordinance, or upon cessation of said use for a period of six (6) months or more.



2. City Council shall conduct a public hearing in one year after City Council adoption of the SUP ordinance to confirm compliance with all applicable laws and codes which shall include, but not be limited to, the requirements of the SUP ordinance, the Unified Development Code and Code of Ordinances of the City of Grand Prairie, city adopted building codes, City adopted fire codes, and other applicable regulatory requirements.
3. It shall be unlawful for the owner, manager, or any person in charge of a business or other establishment to violate the conditions imposed by the City Council when a Specific Use Permit is granted, and the violation of those conditions could result in a citation being issued by the appropriate enforcement officers of the City of Grand Prairie. Violation of this provision may be punishable in accordance with Section 1-8 of the Code of Ordinances of the City.
4. This Specific Use Permit shall run with the land and therefore may be transferred from owner to owner; however, each new owner shall obtain a new Certificate of Occupancy.
5. The Certificate of Occupancy shall note the existence of this Specific Use Permit by its number and title.
6. The operation of the facility shall be in strict compliance with all applicable laws and requirements of the Public Health and Environmental Quality Department, Building Inspections, Police Department and Fire Administration.
7. Any unsafe or unauthorized operations or activities may be determined as grounds for revocation of the Specific Use Permit by the City Council.

**SECTION 5.** It is further provided that in the case a section, clause, sentence or part of this Ordinance shall be deemed or adjudicated 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.** A violation of this Ordinance is a misdemeanor punishable in accordance with Section 1-8 of the Code of Ordinances of the City of Grand Prairie, Texas. The penalty provided herein shall be cumulative of other remedies provided by State law, and the power of injunction as provided in Texas Local Government Code Section 54.016, as amended, may be exercised in enforcing this ordinance whether or not there has been a complaint filed.

**SECTION 7.** That the Unified Development Code of the City of Grand Prairie, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

**SECTION 8.** 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.

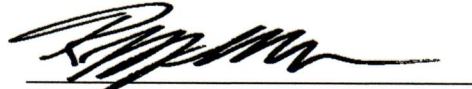
**SECTION 9.** All ordinances or parts of ordinances in conflict herewith are specifically repealed.

**SECTION 10.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE,  
TEXAS, THIS THE 4<sup>TH</sup> DAY OF APRIL, 2023.**

**SPECIFIC USE PERMIT NO. 1148  
CASE NO. SUP-23-02-0004**

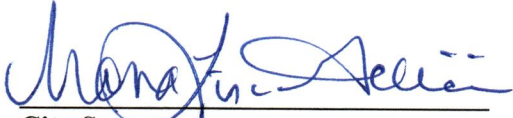

**APPROVED:**



**Ron Jensen, Mayor**

**ATTEST:**

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
City Secretary  
\_\_\_\_\_  
City Attorney (Deputy)





CASE LOCATION MAP  
SUP-23-02-0004- SPECIFIC USE PERMIT  
AMUSEMENT SERVICES (INDOOR)

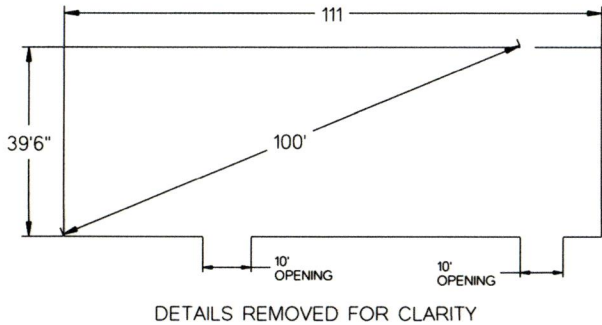


City of Grand Prairie  
Development Services

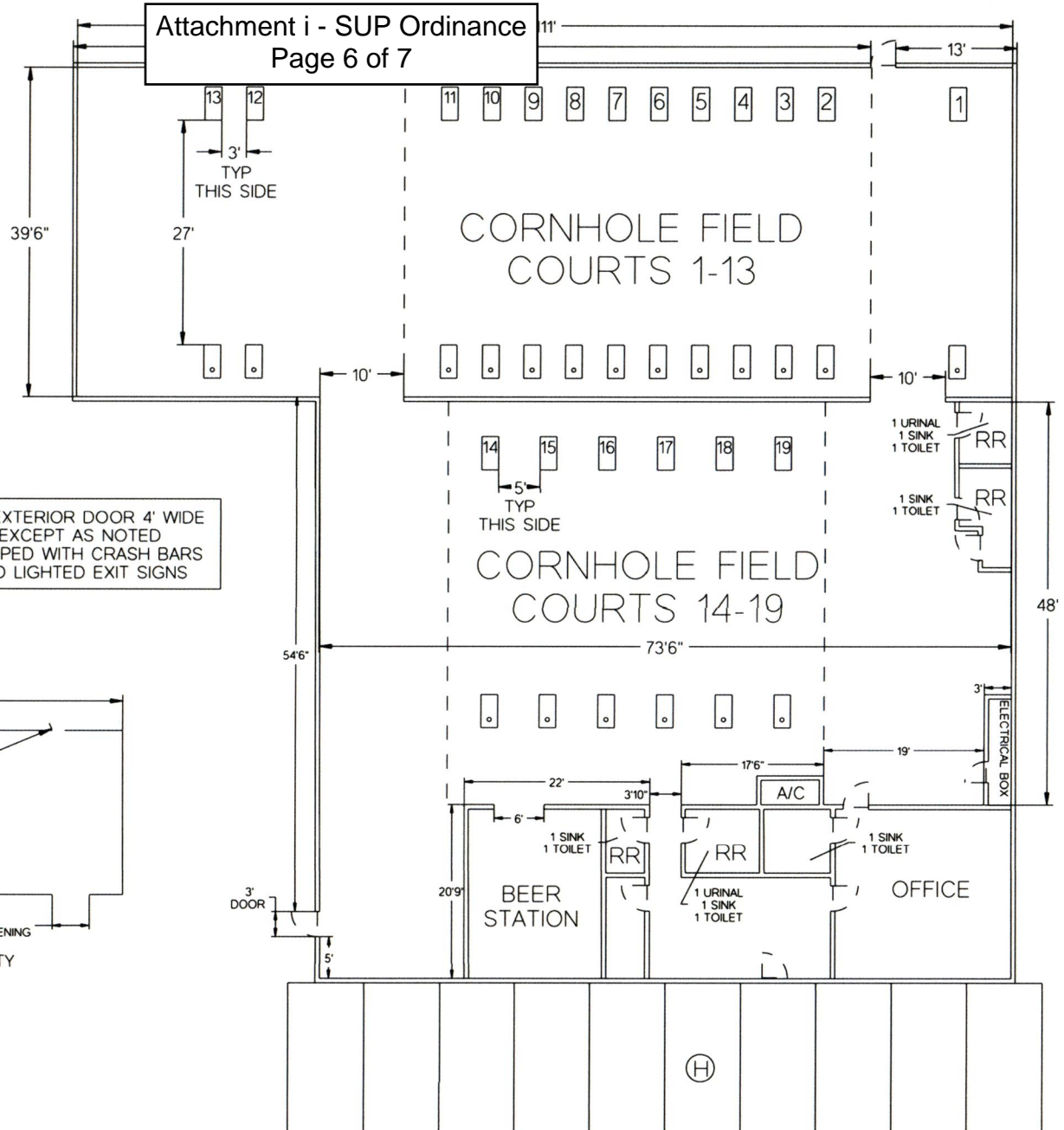
(972) 237-8255  
www.gptx.org



Item 33.



ALL EXTERIOR DOOR 4' WIDE  
EXCEPT AS NOTED  
EQUIPPED WITH CRASH BARS  
AND LIGHTED EXIT SIGNS



1 = HANDICAPPED PARKING  
9 = 9X18 PARKING  
ADDITIONAL PARKING ACROSS STREET

Chase's Cad services 1032 Rock Springs Dr Burseson Tx, 76028			
DRAWN BY	C NUZIARD	12/7/22	AJ'S SPORTS
CONSULTANT	T SHOTWELL		1825 GALVESTON SUITE 200
OWNER			FLOORPLAN
		CASE NUMBER	REV -
		SCALE 1" = 20'	SHT 1 OF 1

## Business Plan for 1825 Galveston Suite 100

Business Name: AJ's Sports

Business Contact person: Raymond Vasquez

Phone #: 214-240-9674

This first class facility is designed for cornhole competition and recreational play. There will be both tournament and open play. The plan includes future league play.

Also being considered are possible future pickle ball courts.

This is an indoor, climate controlled facility.

Hours of operation are:

Sunday: 1:00p to 10:00p

Monday through Thursday: 5:00p to 11:00p

Friday: 5:00p to 12:00a

Saturday: Noon to 12:00a

There are 11 onsite parking spaces, including one handicap space. There are 68 additional parking spaces provided by attached shared parking agreement directly across Galveston Street to the north at CPC Rheaco Manufacturing Center.

The parcel information is:

DALWORTH PARK

BLK 103 LTS 4,5,6,&

7 Grand Prairie,

Tx. .678 acres



**CITY OF GRAND PRAIRIE  
ORDINANCE**

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**MEETING DATE:** 06/04/2024

**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:** Table to June 18, 2024 City Council Meeting

---

It is requested this item be tabled to the June 18, 2024 City Council Meeting to allow council to consider the annexation of land prior to consideration of the zoning.





**CITY OF GRAND PRAIRIE  
ORDINANCE**

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**MEETING DATE:** 06/04/2024

**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.

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