



CITY OF GRAND PRAIRIE

**City Hall
300 W. Main Street
Grand Prairie, Texas**

**Meeting Agenda
City Council Meeting**

Tuesday, May 21, 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.](#) Main Street Fest 2024
- [2.](#) Discuss policy on use of the guest suite at Texas Trust CU Theater

AGENDA REVIEW

EXECUTIVE SESSION

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

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

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

RECESS MEETING

6:30 PM Council Chambers

RECONVENE MEETING

Invocation led by Pastor 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

PRESENTATIONS

4. Certificate of Recognition - Paula T. Owonikoko of Grand Prairie Fine Arts Academy for earning the Bobby Bragan Scholarship
5. Proclamation Acknowledging Mental Health Month

CONSENT AGENDA

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

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

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

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

- [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
- [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)

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

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)

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)
- [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)
- [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)
- [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)

CITIZEN COMMENTS

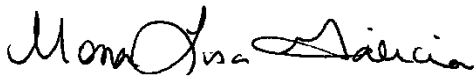
Citizens may speak during Citizen Comments for up to five minutes on any item not on the agenda by completing and submitting a speaker card. The views expressed during Citizen Comments are the views of the speaker, and not the City of Grand Prairie or City Council. Council Members are not able to respond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

ADJOURNMENT

For those who wish to submit a presentation to the City Council for consideration, please submit those to GPCitySecretary@gptx.org no later than 3:00 p.m. on the day of the meeting, or you may bring paper copies of your presentation and submit along with your completed speaker card to the clerk's desk at the time of your arrival.

Certification

In accordance with Chapter 551, Subchapter C of the Government Code, V.T.C.A, the City Council meeting agenda was prepared and posted May 17, 2024.



Mona Lisa Galicia, City Secretary

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



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 05/21/2024

PRESENTER: Ray Cerda, Parks Arts and Recreation Director

TITLE: Main Street Fest 2024

REVIEWING COMMITTEE:



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 05/21/2024

PRESENTER: City Manager Bill Hills

TITLE: Discuss policy on use of the guest suite at Texas Trust CU Theater

**REVIEWING
COMMITTEE:**



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 05/21/2024

PRESENTER: Mayor Ron Jensen, City Attorney Maleshia McGinnis and City Secretary Mona Lisa Galicia

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

REVIEWING COMMITTEE:

SUMMARY:

A General Election was held on May 4, 2024, for Council Member District Five, Council Member District Six and Council Member Place Eight, at Large, each for three-year terms. Tony Shotwell, Kurt G. Johnson and Steve “Junior” Ezeonu received a majority of votes in their races, as canvassed at the May 15, 2024, Special City Council meeting; therefore, each are declared winners of their respective races and will be presented with Certificates of Election. Upon acceptance, Mr. Shotwell, Mr. Johnson and Mr. Ezeonu will each execute a Statement of Officer and take their Oath of Office.

CERTIFICATE OF ELECTION

This certificate is presented to certify that a City Officer Election was held on the 4th day of May 2024 in the City of Grand Prairie, Texas, in which

Steve “Junior” Ezeonu

was re-elected to the office of Council Member, Place Eight at Large, by virtue of having received the majority number of the votes cast; and that the votes were certified by a canvass of the City Council of the City of Grand Prairie, Texas.

Now, therefore, by reason of the provisions of the City Charter and Ordinances of the City of Grand Prairie, Texas, you are hereby notified that you have qualified for said office as a member of the City Council and are to continue your charges and duties as such.

Witness my hand and the Seal of the City of Grand Prairie, Texas this the 21st day of May 2024.





Mayor Ron Jensen

CERTIFICATE OF ELECTION

This certificate is presented to certify that a City Officer Election was held on the 4th day of May 2024 in the City of Grand Prairie, Texas, in which

Kurt G. Johnson

was re-elected to the office of Council Member, District Six, by virtue of having received the majority number of the votes cast; and that the votes were certified by a canvass of the City Council of the City of Grand Prairie, Texas.

Now, therefore, by reason of the provisions of the City Charter and Ordinances of the City of Grand Prairie, Texas, you are hereby notified that you have qualified for said office as a member of the City Council and are to continue your charges and duties as such.

Witness my hand and the Seal of the City of Grand Prairie, Texas this the 21st day of May 2024.





Mayor Ron Jensen

CERTIFICATE OF ELECTION

This certificate is presented to certify that a City Officer Election was held on the 4th day of May 2024 in the City of Grand Prairie, Texas, in which

Tony Shotwell

was elected to the office of Council Member, District Five, by virtue of having received the majority number of the votes cast; and that the votes were certified by a canvass of the City Council of the City of Grand Prairie, Texas.

Now, therefore, by reason of the provisions of the City Charter and Ordinances of the City of Grand Prairie, Texas, you are hereby notified that you have qualified for said office as a member of the City Council and are to begin your charges and duties as such.

Witness my hand and the Seal of the City of Grand Prairie, Texas this the 21st day of May 2024.





Mayor Ron Jensen



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 05/21/2024

PRESENTER: Council Member Junior Ezeonu and Mayor Ron Jensen

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

REVIEWING COMMITTEE:

SUMMARY:

The scholarship requires a well written essay that reflects the writer's personality and experiences. Miss Paula T. Owonikoko of Grand Prairie Fine Arts Academy was the sole recipient of this scholarship in Grand Prairie ISD. She holds a 98-grade average and volunteers in many community service projects. She is one of twenty-five 2024 Scholarship recipients who earned the \$2500 Bobby Bragan Scholarship. More than 37,000 eighth grade students from 150 public schools representing 22 school districts from across the North Texas area were offered the opportunity to apply.

The mission of the foundation is to support, encourage, and motivate eighth grade students to become outstanding scholars, citizens, and athletes, and to serve as leaders and role models for their peers. Bobby Bragan is a baseball legend. Prior to his passing in 2010, he was the CEO/Chairman of the Bobby Bragan Youth Foundation, which provides college scholarships to students from public schools across the Dallas/Ft. Worth Metroplex. The scholarships are redeemed once the recipient has graduated from high school and enrolled in college. The foundation has awarded more than \$2 million in scholarships to over 800 students since 1992.

Bobby Bragan is genius to begin this opportunity for 8th grade students. This gives students seeking post-secondary education an opportunity to financially prepare for college, improve their writing skills, and provides them exposure to seeking for scholarship opportunities prior to their senior year when it is at its peak competition.



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 05/21/2024

PRESENTER: Mayor Ron Jensen

TITLE: Proclamation Acknowledging Mental Health Month

**REVIEWING
COMMITTEE:**



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 05/21/2024

PRESENTER: Mona Lisa Galicia, City Secretary

TITLE: Minutes of the May 7, 2024, City Council Meeting

**REVIEWING
COMMITTEE:**

SUMMARY:

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



CITY OF GRAND PRAIRIE

City Hall
300 W. Main Street
Grand Prairie, Texas

Minutes

City Council Meeting

Tuesday, May 07, 2024

4:30 PM

City Hall - Briefing Room

CALL TO ORDER

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

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 5 Cole Humphreys (arrived at 5:00 p.m.)

Council Member District 6 Kurt Johnson

Council Member At Large Place 7 Bessye Adams

Council Member At Large Place 8 Junior Ezeonu

STAFF PRESENTATIONS

1. Annual Audit Process Presentation

Director of Finance Susan Sanders presented a brief overview of the annual audit process and external audit. She discussed the award and recognition for excellence received from the Government Financial Officers Association. Jennifer Ripka with Weaver discussed the audit timeline, audit process, audit standards, single audit, and compliance with the Public Funds Investment Act. She discussed the risk-based approach, walkthroughs and internal control testing. Ms. Ripka provided an overview of responsibilities noting they do not test every single line item and confirmed financial statements are the responsibility of the city. She reviewed the city's strengths and weaknesses of financial reporting. Assistant Finance Director Luis Barrera reviewed the audit timeline from September through February, discussed the Finance team and departments that assist with the audit. Council Member Adams thanked staff for bringing excellent results and for their hard work.

PRESENTED

2. Water and Wastewater Multifamily Rate Discussion (Reviewed by the Finance and Government Committee on April 2, 2024)

City Manager Bill Hills discussed the proposal related to water and wastewater services for multifamily residential. He reviewed the cost per unit being a three dollar increase, reviewed the adopted water rate in 2023-24 and proposed rates from June to October going down from \$17.72 to \$5.00. Mr. Hills reviewed the wastewater rate adopted in for Fiscal Year 2023/24 and the new proposed June to October rates which will cost the city \$3.9 million per year, \$1.2

million in effect this year. Mayor Jensen noted this would be dropping from a one hundred six percent increase to about a twenty percent increase. Council Member Johnson asked how many apartment complexes have made this change request. Mr. Hills said one. Council Member Johnson asked how this will affect the overall water rate and how it would affect the one apartment. Mr. Hills noted ten apartment units use submeters and they have an allocation table they use, some using a third party service to calculate the charges. Mr. Hills advised the city controls from the meter to the property and what the property owner charges from there is their respective business model. Mr. Hills said the rate is spread across the city with averaging. There was discussion on whether this is a rate decrease or increase. Mayor Jensen said he does not think the city should double anyone's rate, it has nothing to do with one individual apartment and next year the city should look at different rate payers, not increasing just one type. Council Member Johnson said the Finance and Government Committee reviewed the three tier rate system and it went to a five year program, though he was absent from that meeting. He noted it should probably be reviewed at the Finance and Government Committee Budget meeting again this year to extend to six or seven years. Council Member Headen thanked staff for meeting to answer questions and noted the jump was aggressive. There was discussion on maintaining the newly proposed rate for a year. Mr. Hills noted it would be difficult due to the increased cost of water charged to the city and advised rates must be reviewed during budget time. Mayor Jensen said this is doable and since it is a hot topic he advised it needs to be reviewed by the entire council. Council Member Ezeonu said he had conversations with staff, and he found it to be a fair number; but he noted when it is reviewed again, there will need to be increases but the increase needs to be incremental. Mayor Jensen said staff did a great job. Mayor Pro Tem Lopez said item twenty-eight would be the first reading and wants to ensure residents know this rate cannot be at this level forever. He said it will need to be adjusted but is unsure yet as to how much.

PRESENTED

AGENDA REVIEW

Mayor Pro Tem Lopez asked if there were any questions on consent agenda items. Mayor Jensen asked Mayor Pro Tem Lopez to review the motion to be considered regarding the Request for Expressions of Interest (RFEI). Mayor Pro Tem Lopez reviewed, and council discussed. Council Member Humphreys arrived at the meeting at 5:00 p.m. Council Member Del Bosque asked to define next steps for item twenty-seven. City Attorney Maleshia McGinnis advised it would be whatever council decides the next steps should be. There was discussion on authorizing revised submissions only from those who had already submitted, plus the allowing city staff to participate and holding a public workshop at council meeting. There was discussion on removing the name "master developer." Mayor noted six months have passed since the previous RFEI submission. Mayor Pro Tem Lopez and City Attorney Maleshia McGinnis discussed the process of the readings of items twenty-four through twenty-six. Planning and Development Director Rashad Jackson advised the applicant asked to table items thirty-five and thirty-six.

EXECUTIVE SESSION

There was no closed session.

RECESS MEETING

Mayor Jensen called a recess at 5:06 p.m.

6:30 PM Council Chambers

RECONVENE MEETING

Mayor Jensen called the meeting to order at 6:30 p.m. and discussed the recent passing of Charles Luckert who was well known in the community.

Invocation led by Pastor Josh Briscoe of Gateway Church.

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

PRESENTATIONS

3. Recognition of Mayor's Teen Council 2023-2024

Mayor Jensen discussed and introduced Mayor's Teen Council, and Assistant to the City Manager Gerald Hodges presented certificates of recognition.

PRESENTED

4. Proclamation Acknowledging Better Hearing and Speech Month

Council Member Adams read the proclamation, and Mayor Jensen presented it.

PRESENTED

CONSENT AGENDA

Mayor Jensen acknowledged Judge Bryan Arnold whose reappointment was being considered on tonight's agenda. Mayor Pro Tem Lopez moved, seconded by Deputy Mayor Pro Tem Clemson, to approve items five through twenty-one as presented. The motion carried unanimously.

5. Minutes of the April 16, 2024, City Council Meeting

APPROVED

6. High Hawk PID Contract with The Landscape Partners for Landscape Maintenance for \$144,528 in High Hawk PID (City Council Districts 4 and 6) for a 12-month term (Reviewed and approved by the High Hawk PID Board on 04-02-2024)

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

APPROVED

7. IT Department contracts for the new construction project for Fire Station 11 in the amount of \$140,050.04 for the direct vendor contracts with Siemens Industry, Inc., Cyson Technology Group LLC, and Flair Data (Porter Burgess). The contract with Siemens Industry, Inc. will be used for security installation door access control, video surveillance and intercom. The contract with Cyson Technology Group LLC will be used for network structuring, which includes voice and data wiring. The contract with Flair Data (Porter Burgess) will be used to purchase

switches to provide connectivity to all devices (Reviewed by the Public, Safety, Health & Environment on 04/09/2024)

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

APPROVED

8. Annual Contract for quality assurance review of the Police Department's Emergency Communications Division's call handling, dispatch performance, and radio transmission processes with Denise Amber Lee Foundation, Inc. in an annual amount not to exceed \$100,000. The agreement will be for one year with the option to renew for four additional one-year periods totaling a not-to-exceed amount of \$500,000.00 if all extensions are exercised

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

APPROVED

9. Annual contract for yard waste grinding from Thelin Recycling Company, LP., in an amount not to exceed \$259,000 annually. This contract will be for one year with the option to renew for four additional one-year periods totaling \$1,295,000 if all extensions are exercised. Award a secondary price agreement to LETCO Group, LLC (up to \$343,000 annually) to be used if the primary is unable to fulfill the needs of the department (Reviewed by the Public Safety, Health, and Environment Committee on 04/09/2024)

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

APPROVED

10. Annual contract for the testing, repair, and replacement of backflow valves with Mr. Backflow, LLC dba 1-A Fire & Domestic Testing in an amount not to exceed \$50,000 annually. This contract will be for one year with the option to renew for four additional one-year periods totaling \$250,000 if all extensions are exercised (Reviewed by the Public Safety, Health, and Environmental Committee on 04/09/2024)

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

APPROVED

11. Contract Amendment #02 in the amount of \$99,650.00 to the Professional Engineering Services contract with Teague Nall and Perkins, Inc. for a total project cost of \$200,095.00 for the Fish Creek Bank Stabilization Project (Reviewed by the City Council Development Committee on 04/16/2024)

APPROVED

12. Contract amendment #05 in the amount of \$29,600.00 to the Professional Engineering Services Contract with RPS Infrastructure, Inc. for a total project cost of \$162,650.00 for the South Sector Gravity Mains Project (Reviewed by the City Council Development Committee on 04/16/2024)

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

APPROVED

13. Ratification of a construction contract with North Texas Contracting, Inc., for an emergency water main replacement repair at Riverhill Apartments in the total amount of \$141,478.00 (Reviewed by the City Council Development Committee on 04/16/2024)

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

APPROVED

14. Contract for Professional Engineering Services with McAdams in the amount of \$297,120.00 for the design of the 8-inch and 12-inch Interstate Highway-30 Frontage Road Water Lines Project (Reviewed by the City Council Development Committee on 04/16/2024)

APPROVED

15. Purchase of six bypass pump installations from B D Holt Company dba Holt Industrial Rentals LLC for \$1,273,283.05 through a master cooperative agreement with Sourcewell (Reviewed by the City Council Development Committee on 04/16/2024)

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

APPROVED

16. Ordinance Amending Chapter 26, Article VII “Emergency Water Use Plan” of the Code of Ordinances of the City of Grand Prairie (Reviewed by the City Council Development Committee on 04/16/2024)

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

ADOPTED**ORD 11535-2024**

17. Ordinance Amending the Grand Prairie Water Conservation Plan (Reviewed by the City Council Development Committee on 04/16/2024)

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

ADOPTED**ORD 11536-2024**

18. Ordinance appointing Bryan Arnold, Presiding Judge; Ann Draper, Associate Judge; and William A. Mazur, Jr., Frank Hagle, Glenn Holley, and Ann Poston as Alternate Judges of the Grand Prairie Municipal Court effective April 1, 2024 (Reviewed by the Public Safety, Health and Environment Committee on 04/09/2024)

ADOPTED**ORD 11537-2024**

19. Ordinance amending the FY 2023/2024 Approved Budget for the Library CIP Fund to allocate \$420,068 from the Capital Reserve Fund unobligated balance for costs associated with the purchase of two (2) new Ram 5500 Bookmobiles for the Library (\$435,034 each and a \$50,000 contingency) for a total of \$920,068 from Model 1 Commercial Vehicles located in Irving, Texas through a Cooperative Agreement with Houston-Galveston Area Council (HGAC) (Reviewed by the Public Safety, Health, and Environmental Committee on 04/09/2024)

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

ADOPTED

ORD 11538-2024

20. Ordinance amending the FY 2023/2024 Capital Improvement Projects Budget for the acquisition of real property located at 503 W. Church St. for the purchase price of \$475,000.00, plus additional appropriate closing costs and survey costs estimated at \$11,750.00 for a total funding request of \$486,750.00 (Reviewed by the Finance & Government Committee on 05/07/2024)

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

ADOPTED

ORD 11539-2024

21. Ordinance amending the FY 2023/2024 Operating Budget for the Tree Preservation Fund; Construction contract with Falkenberg Construction Co., Inc. for Veterans Memorial Star Canopy construction in the amount of \$413,426 plus a 5% contingency in the amount of \$20,671.30 for a total project cost of \$434,097.30 (Reviewed by Finance and Government Committee on 05/07/2024)

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

ADOPTED

ORD 11540-2024

ITEMS FOR INDIVIDUAL CONSIDERATION

22. Public Hearing and Ordinance Amending the Grand Prairie Drought Contingency Plan (Reviewed by the City Council Development Committee on 04/16/2024)

Engineering and Utilities Services Director Noreen Housewright advised this is a public hearing with an amendment requesting to incorporate modifications, and she said it was last updated in 2019 then discussed proposed changes. Harold Willis, 538 Lindly, spoke in support of this item asking if this can be made mandatory. Ms. Housewright said stage one is mandatory and there will be education on conservation stages. Mayor Jensen said this is a public hearing and called for any additional speakers. There were none. Mayor Pro Tem Lopez then moved, seconded by Council Member Johnson, to close public hearing and adopt the ordinance as amended. The motion carried unanimously.

ADOPTED**ORD 11541-2024**

23. Public Hearing and Resolution Creating the River Central Public Improvement District (Reviewed by the Finance and Government Committee on 04/02/2024)

Planning and Development Director Rashad Jackson said a petition was received to create the Public Improvement District (PID). He then reviewed the PID map noting this would be PID District #20. Mr. Jackson reviewed the administration support information and said authorized total costs are \$400 million. Mayor Jensen advised this is a public hearing and called for speakers. There were none. Mayor Pro Tem Lopez moved, seconded by Council Member Adams, to close the public hearing and approve this item as presented. The motion carried unanimously.

ADOPTED**RES 5410-2024**

24. Public Hearing and First Reading of an 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

Deputy City Attorney Tiffany Bull presented items twenty-four through twenty-six. She advised this is a public hearing and first reading of an ordinance for the proposed annexation and reviewed a map of area. Ms. Bull advised this is in line with the development agreement with Provident and said all notices required by state law and publications have been made.

Harold Willis, 538 Lindly, spoke in support of items twenty-four, twenty-five and twenty-six and asked when this would be part of Grand Prairie. Ms. Bull referenced the area on the map and advised if approved by Council on June 4, 2024, this would be a voluntary annexation. Mayor Jensen called for any additional speakers, and there were none. Mayor Pro Tem Lopez moved, seconded by Council Member Adams, to close the public hearings for items twenty-four through twenty-six, and approve the ordinances to move forward for a second reading on June 4, 2024. The motion carried unanimously.

APPROVED

25. Public Hearing and First Reading of an 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

APPROVED

26. Public Hearing and First Reading of an 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

APPROVED

27. Consider action authorizing negotiations for master developer services for the Downtown Grand Prairie Redevelopment Property Project Requests for Expressions of Interest (RFEI) #23166, and provide City Manager with direction for next steps on this Project

Harold Willis, 538 Lindly spoke in support of this item. Deputy City Manager Megan Mahan provided information on the process for RFEI.

Mayor Pro Tem Lopez moved, seconded by Deputy Mayor Pro Tem Clemson, to authorize the RFEI 23166 respondents be contacted for revisions or confirmation for developer services for the downtown Grand Prairie redevelopment project to include city staff as a potential respondent and authorize the city manager to bring back the updated proposals to the city council for a public workshop at the regular July City Council meeting. Motion carried unanimously.

APPROVED

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

Mr. Hills noted this is the first reading of the ordinance for water rates for multifamily, recommending the adopted water rate for fiscal year 2023-24 which was \$5.66 per thousand gallons and a per unit rate of \$17.72 be changed to 0-250,000 gallons at \$7.00, over 250,000 gallons at \$9.25 with a per unit rate of \$5.00 with a wastewater volume rate of 1,000 gallons for \$6.50 and adopted in 2023/2024 \$6.78 and \$16.11 for the unit rate and that being reduced to \$5 as well. This would result in the following: 2022-23 the cost was approximately \$18 for a standard bill, and he discussed billing examples, indicating basically a \$3.00 increase resulting in between a thirteen and twenty percent increase across the board. Mayor Jensen said this would be a significant reduction of what is on the books now. Mayor Jensen called for speakers.

Rodney DeBaun, 3922 Westcliff Rd, spoke in support. He said this is an accumulation of a couple of months work and is a more adequate and favorable way to approach it. He said when budget comes up, as long as the percentage of usage is equal, he is in support. Council Member Johnson asked Mr. DeBaun if he is aware of how city council votes. Mr. DeBaun confirmed he is aware. Council Member Johnson noted one city council member cannot decide for council. He then asked Mr. DeBaun if he had paid his water bill. Mr. DeBaun said he has held out paying seventeen dollars per unit and passed the savings on to his tenants. Council Member Johnson noted the city will be losing \$3.9 million. Mr. DeBaun said a mistake was made to dump this onto apartments.

Brenda Harrison, 2902 S. Belt Line Rd, Apt A211, spoke in support. Donald Bradley, 2902 S. Belt Line Rd, Apt B216 spoke in support. Mayor Jensen discussed what the change will be. Ed Bagby, 2902 S. Belt Line Rd. thanked Mayor and council and recorded his opposition. Mayor Por Tem Lopez advised from June to October, this will be the rate, and during the summer budget process he wants to make sure the public understands it may be adjusted again in October.

Recording opposition but not wishing to speak: Charles Long, 2902 S. Belt Line Rd, C203; Kate Deremo, 4365 Ashley Ln.

Harold Willis, 538 Lindly, recorded his opposition and asked if there was an ordinance requiring developers to install tankless water heaters. Mayor Jensen noted this ordinance does not have anything to do with that.

Ms. Sammie Anderson, 3951 Beacham Drive, noted her support of this item and said Mr. DeBaun asked her to come. She said her water bill went from fifty-four dollars to triple that amount.

Others recording their support of this item but not wishing to speak: Ruby Jefferson, 2902 S. Belt Line Rd; Roberta L. Finch, 2902 S. Belt Line Rd, Apt 102 (supports low water rates for apartments); Linda Motea, 2902 S. Belt Line Rd, B204; Joseph Finch, 2902 S. Belt Line Rd, Apt 102 (supports low water rates for apartments); John Sutkay, 2902 S. Belt Line Rd; Dee Lewis, 2902 S. Belt Line Rd; Laura Sutkay, 2902 S. Belt Line Rd, Apt C313, Rebecca and Chris Kelley, 3951 Dechman Dr. #7104; Richard Merck, 2902 S. Belt Line Rd.

Others recording their opposition to this item but not wishing to speak: Harry Smith, 2902 S. Belt Line Rd, C203; Gwinnette Crowell, 2902 S. Belt Line Rd; Aurelia Clark, 2951 Dechman Dr. #1309; Carlos Hernandez, 2902 S. Belt Line Rd, Apt C-317; Rita M. Page, 2902 S. Belt Line Rd.

Mayor Jensen said final action would be taken at the next regular Council meeting. Council Member Headen asked staff to review application based on the example of reduction. She discussed water bill impact slide from the presentation and noted it would be reviewed in the summer as the city water costs may increase and council will review at that time. Council Member Ezeonu said this is a significant decrease and commended residents for their email correspondence and for coming forward. He noted this was an oversight on city's part. Mayor Pro Tem Lopez moved, seconded by Council Member Del Bosque, to approve the ordinance for a second reading. The motion carried unanimously.

APPROVED

PLANNING AND ZONING ITEMS TO BE TABLED

Mayor Pro Tem Lopez moved, seconded by Deputy Mayor Pro Tem Clemson, to table items twenty-nine through thirty-two. The motion carried unanimously, 8-0 (Council Member Humphreys left dais before the vote).

29. 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

TABLED

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

TABLED

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

TABLED

32. TAM-24-01-0002 - Text Amendment - Article 22: Fee Schedule. An Ordinance of the City of Grand Prairie, Texas, Amending Article 22: Fee Schedule of the Unified Development Code to amend and replace Sec. 22.2.25 regarding Engineering review fees and to amend and replace Sec. 22.2.27 regarding Engineering inspection fees; Repealing all Ordinances or Parts of Ordinances in Conflict Herewith; Containing a Savings Clause and a Severability Clause; and to become effective upon its passage and approval (On March 11, 2024, the Planning and Zoning Commission recommended approval by a vote of 5-0)

TABLED

PLANNING AND ZONING FOR INDIVIDUAL CONSIDERATION

33. STP-24-02-0012 – Site Plan – Sonic (City Council District 5). Site Plan for a Restaurant with a Drive-Through, a Covered Outdoor Dining area, and a Playground on 1.283 acres. Portions of Block 59, Dalworth Park Addition, City of Grand Prairie, Dallas County, Texas, zoned General Retail (GR), and addressed as 814 & 818 W Main St (On April 8, 2024, the Planning and Zoning Commission recommended approval by a vote of 8-0)

Chief City Planner Savannah Ware reviewed the site plan for a drive thru restaurant with outdoor dining and playground. She noted it meets landscape and screening requirements, reviewed elevations and advised no variances were requested. Mayor Jensen noted there are no speakers for this item. Mayor Pro Tem Lopez moved, seconded by Council Member Del Bosque, to approve this item as presented. The motion carried unanimously, 8-0.

APPROVED

PUBLIC HEARING ZONING APPLICATIONS

34. SUP-24-02-0010 - Specific Use Permit – Convenience Store at 3725 S Carrier Parkway (City Council District 2). Specific Use Permit for a convenience store in an existing commercial lease space. Tract 2.1, Stephen B McCommas Survey, Abstract No. 887, City of Grand Prairie, Dallas County, zoned General Retail, and addressed as 3725 S Carrier Parkway (On April 08, 2024, the Planning and Zoning Commission recommended approval by a vote of 8-0)

Ms. Ware reviewed the Specific Use Permit (SUP) request for a convenience store without gas sales in an existing commercial lease space. She showed an image of the site noting it meets parking requirements and reviewed the proposed operation hours. Ms. Ware said there were no requested variances. She said the Planning and Zoning Commission (P&Z) and Development Review Committee (DRC) recommended approval.

Arbas Habib, 305 Madisson Dr, Euless, recorded his support. Robert Nunez, 513 Newberry Ln, Desoto, spoke in support and noted he represents Mr. Habib. He explained they have a new store containing perishable and non-perishable items and discussed renovations to be made. Mayor Pro Tem Lopez asked to clarify the request for an SUP. Ms. Ware advised the convenience store without gas requires and SUP. Council Member Headen noted there are several gas/convenience stores already in the area and said this is also a property that was contacted last year for strip mall updates. She noted the intent is to elevate the strip mall and

this use does not do that. Council Member Headen moved, seconded by Council Member Ezeonu, to deny this item. The motion carried unanimously, 8-0.

DENIED

35. 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)

Harold Willis, 538 Lindly, recorded his support of this item.

Kate Deremo, 4365 Ashley Ln, recorded her opposition to this item.

TABLED to May 21, 2024 City Council Meeting

36. 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)

Harold Willis, 538 Lindly, recorded his support.

TABLED to May 21, 2024 City Council Meeting

CITIZEN COMMENTS

Lynn McGinley, 1302 Green Hills Rd., Duncanville, thanked Mayor Jensen and Council Members Clemson and Adams for touring Children First and attending their open house and discussed their counseling services, wait list and demographics of clients served.

Kate Deremo, 4365 Ashley Ln, asked for a ceasefire resolution, discussed Palestinian deaths and injuries in Gaza and encampments at colleges.

Harold Willis, 538 Lindly, congratulated Council members who recently won their elections, discussed Tarrant County trial of Crystal Mason and taxes paid to Tarrant County.

ADJOURNMENT

Mayor Jensen adjourned the meeting at 7:49 p.m.

The foregoing minutes were approved at the May 21, 2024, City Council meeting.

Mona Lisa Galicia, City Secretary



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 05/21/2024
PRESENTER: Patricia Redfearn, PhD – Director, Solid Waste & Recycling Department
TITLE: 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
REVIEWING COMMITTEE: (Reviewed by the Public Safety, Health, and Environment Committee on 04/09/2024)

SUMMARY:

Table with 3 columns: Vendor Name, Annual Cost, Total Cost. Row 1: Sweeping Corporation of America, LLC, \$141,678.79, \$708,393.95

PURPOSE OF REQUEST:

This annual contract provides for 24 sweeping events of the City’s business district, for sweeping of thoroughfares and collectors 6 times per year, and for special event sweeping such as pre- or post-event parade route sweeping. Funding is provided in the Solid Waste and Recycling approved operations budget.

PROCUREMENT DETAILS:

Procurement Method: [X] RFB

Number of Responses: Three RFB #24063

Selection Details: [X] Best Value

FINANCIAL CONSIDERATION:

Table with 2 columns: Budgeted? [X], Fund Name: Solid Waste Fund

ATTACHMENTS / SUPPORTING DOCUMENTS:


1- Bid Summary

Street Sweeping Services

Item 7.

RFB #24063

TABULATION

		Bid Tabulation			KAT Klean,			Mister Sweeper			Sweeping Corp of America		
		Street Sweeping Services			Dallas, Texas			Dallas, Texas			Hurst, Texas		
		RFB#: 24063											
Item	Description	QTY	UOM	Annual Curb Mile	Unit Price	Extended	Curb Mile Total	Unit Price	Extended	Curb Mile Total	Unit Price	Extended	Curb Mile Total
2	Business District (to be swept twice per month) SAMPLE	84.17	Sample Curb Mile Estimate	24	\$45.00	\$3,787.65	\$90,903.60	\$51.20	\$4,309.50	\$103,428.10	\$39.85	\$3,354.17	\$80,500.19
4	Thoroughfares (6 times a year) or once per month SAMPLE	163.89	Sample Curb Mile Estimate	6	\$65.00	\$10,652.85	\$63,917.10	\$49.85	\$8,169.92	\$49,019.50	\$39.85	\$6,531.02	\$39,186.10
5	Scheduled special event sweeping	50	Curb Mile	1	\$75.00	\$3,750.00	\$3,750.00	\$175.00	\$8,750.00	\$8,750.00	\$39.85	\$1,992.50	\$1,992.50
SUBTOTAL							\$158,570.70			\$161,197.60			\$121,678.79
6	Egret sweeping (hourly rate)	1	Hour		\$125.00	\$125.00		\$175.00	\$175.00		\$200.00	\$200.00	
7	Emergency sweeping (hourly rate)	1	Hour		\$125.00	\$125.00		\$350.00	\$350.00		\$250.00	\$250.00	
8	Parking lot sweeping	1	Hour		\$0.00	\$0.00		\$175.00	\$175.00		\$0.00	\$0.00	
	Parking lot sweeping	1	Curb Mile		\$65.00	\$65.00		\$0.00	\$0.00		\$0.00	\$0.00	
	Parking lot sweeping	1	Per Lot		\$0.00	\$0.00		\$0.00	\$0.00		\$150.00	\$150.00	
9	City Requested Additional Services (amount to be added to the total bid for lines 6-8 services as needed.)						\$20,000.00			\$20,000.00			\$20,000.00
TOTAL							\$178,570.70			\$181,197.60			\$141,678.79



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 05/21/2024

PRESENTER: Tasha Camacho, Human Resources Director, Human Resources

TITLE: 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

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

SUMMARY:

<i>Vendor Name</i>	<i>Annual Cost</i>	<i>Total Cost</i>
Lockton-Dunning Series of Lockton Companies, LLC	\$90,000	\$630,000

PURPOSE OF REQUEST:

The City of Grand Prairie issued a joint Request for Proposal #2410-021 with the City of Frisco on December 3, 2023. Proposal packets were available on the e-procurement platform (Bonfire) and nine (9) responses were received for analysis and scored for best value with representatives from both City of Frisco and City of Grand Prairie serving as proposal evaluators (Exhibit A – Tabulation).

The City of Grand Prairie is self-funded and as such, assumes the complete financial risk in providing health care benefits to our employees. Respondents submitting proposals were requested to demonstrate their qualifications, experience, and abilities to provide professional consulting services for the Cities' Health and Welfare benefits. The services include but are not limited to benefit plan design, strategic oversight and analysis of plan health, vendor management services, benefit program implementation, compliance advisory guidance, actuarial rate development, and ongoing general benefits support and administration of the Cities' employee benefits program. The Consultant works with staff in Human Resources on benefits-related issues, urgent matters and reports as requested.

PROCUREMENT DETAILS:

Procurement Method: RFP

Local Vendor HUB Vendor

Number of Responses: Nine

RFP #: 2410-021 (City of Frisco RFP #)

Selection Details: Low Bid Best Value

FINANCIAL CONSIDERATION:

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

1- Exhibit A – Tabulation and Scorecard


Employee Benefits Insurance Consulting Services

RFB #2410-021

TABULATION

		Bid Tabulation		Alliant Insurance Services	DBK Health	Gallagher Benefit Services	HUB International Texas	IMA Financial Group	Lockton Dunningof Lockton Companies	McGriff Insurance	Mercer	Risk Assessment Insurance
		Bid Name: Employee Benefits Insurance										
		RFP#: 2410-021		Austin, TX	Richardson, TX	Dallas, TX	Dallas, TX	Dallas, TX	Plano, TX	Addison, TX	Dallas, TX	Houston, TX
Description	QTY	UOM	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Year 1 Rates	1	Annually	\$ 75,000.00	\$ 291,516.00	\$ 125,000.00	\$ 125,000.00	\$ 100,000.00	\$ 90,000.00	\$ 65,000.00	\$ 150,000.00	\$ 110,000.00	
Year 2 Rates	1	Annually	\$ 75,000.00	\$ 291,516.00	\$ 125,000.00	\$ 125,000.00	\$ 100,000.00	\$ 90,000.00	\$ 65,000.00	\$ 150,000.00	\$ 110,000.00	
Year 3 Rates	1	Annually	\$ 75,000.00	\$ 291,516.00	\$ 125,000.00	\$ 125,000.00	\$ 100,000.00	\$ 90,000.00	\$ 65,000.00	\$ 150,000.00	\$ 110,000.00	
Year 4 Rates	1	Annually	\$ 75,000.00	\$ 291,516.00	\$ 125,000.00	\$ 131,250.00	\$ 105,000.00	\$ 90,000.00	\$ 65,000.00	\$ 150,000.00	\$ 110,000.00	
Year 5 Rates	1	Annually	\$ 75,000.00	\$ 291,516.00	\$ 125,000.00	\$ 137,812.50	\$ 110,250.00	\$ 90,000.00	\$ 65,000.00	\$ 150,000.00	\$ 110,000.00	
Year 6 Rates	1	Annually	\$ 75,000.00	\$ 291,516.00	\$ 125,000.00	N/A	N/A	\$ 90,000.00	N/A	\$ 150,000.00	\$ 110,000.00	
Year 7 Rates	1	Annually	\$ 75,000.00	\$ 291,516.00	\$ 125,000.00	N/A	N/A	\$ 90,000.00	N/A	\$ 150,000.00	\$ 110,000.00	
TOTAL			\$ 525,000.00	\$2,040,612.00	\$ 875,000.00	\$ 644,062.50	\$ 515,250.00	\$ 630,000.00	\$ 325,000.00	\$1,050,000.00	\$ 770,000.00	

SCORECARD

		Evaluation Score Card		MBE/DBE						MBE/DBE		
		Bid Name: Employee Benefits Insurance Consulting		Alliant Insurance Services	DBK Health	Gallagher Benefit Services	HUB International Texas	IMA Financial Group	Lockton Dunning Series of Lockton Companies	McGriff Insurance	Mercer	Risk Assessment Insurance
		RFP#: 2410-021		Austin, TX	Richardson, TX	Dallas, TX	Dallas, TX	Dallas, TX	Plano, TX	Addison, TX	Dallas, TX	Houston, TX
Evaluation Criteria	Maximum Score	Score	Score	Score	Score	Score	Score	Score	Score	Score	Score	
Qualifications and Experience	30.00	28.00	15.00	20.00	28.00	20.00	29.00	20.00	15.00	5.00		
Price	20.00	17.33	4.74	5.31	10.12	13.00	14.44	20.00	8.67	11.82		
Methodology and Statement of Understanding	15.00	12.00	8.00	10.00	10.00	10.00	15.00	7.00	5.00	5.00		
Ability to Perform Work	15.00	12.00	8.00	12.00	12.00	10.00	14.00	10.00	7.00	5.00		
Past Performance	10.00	6.00	5.00	8.00	7.00	8.00	9.00	8.00	8.00	5.00		
Professional Services Based on References	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00		
Total	100.00	85.33	50.74	65.31	77.12	71.00	91.44	75.00	53.67	41.82		



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: May 21, 2024

REQUESTER: Megan Mahan

PRESENTER: Megan Mahan, Deputy City Manager

TITLE: 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.

RECOMMENDED ACTION: Approve

ANALYSIS:

In March of 2010, the City engaged Focused Advocacy, LLC, to provide legislative legal services, including, but not limited to, coordination of legislative efforts, monitoring legislative and state governmental actions and developments, and advice and assistance on the legislative process. A renewal of the agreement was approved in 2014, 2016, 2020 and 2022. The current contract expires May 31, 2024. Focused Advocacy has been effective in pursuing the City's legislative goals, and the staff recommendation is to enter into an agreement with a two-year term, with two additional options to renew.

Focused Advocacy's contract is for a flat retainer of \$12,500 per month plus a monthly expense reimbursement of \$350/month for client-related business meal expenses with legislators/staff that Focused Advocacy incurs for a total of \$12,850 per month. This rate is competitive and within the market norm.

FINANCIAL CONSIDERATION:

Funding is available in the FY 23/24 General Fund Budget, for Legislative Legal Services for the remainder of this fiscal year. Funds to cover the remainder of the contract term will be budgeted for the next budget year.



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 05/21/2024

PRESENTER: Claudia Garibay, Director of Communications & Marketing

TITLE: 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

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

SUMMARY:

<u>Vendor Name</u>	<u>Annual Cost</u>	<u>Total Cost</u>
Granicus LLC	\$17,205.60	\$55,318.68

PURPOSE OF REQUEST:

This annual agreement in which Granicus is to broadcast and archive public meetings.

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

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

PROCUREMENT DETAILS:

Procurement Method: Cooperative-TIPS

FINANCIAL CONSIDERATION:

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



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 05/21/2024

PRESENTER: Keshnel Penny, CIO-Information Technology

TITLE: 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

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

SUMMARY:

<u>Vendor Name</u>	<u>Annual Cost</u>	<u>Total Cost</u>
Insight Public Sector	\$57,707.86	\$338,548.99
	\$62,324.49 (1 st Renewal)	
	\$67,310.45 (2 nd Renewal)	
	\$72,695.28 (3 rd Renewal)	
	\$78,510.91 (4 th Renewal)	

PURPOSE OF REQUEST:

Annual Contract for Adobe software subscriptions licensing from Insight Public Sector, Inc. for Adobe software suite of products to include Acrobat Pro, Adobe Creative Cloud, Adobe Illustrator, Adobe Photoshop CC, and more. The renewal of Adobe software subscriptions will ensure uninterrupted access to essential software for daily operations, contributing to increased efficiency and productivity across departments. These products are utilized by various departments for tasks including graphic design, video editing, signature management, document handling, form creation, and more.

The 8% annual increase is to effectively account for any anticipated increases in costs. These increases may be due to a variety of factors, such as potential inflation, shifting market conditions, and expansion of the city’s workforce. This 8% increment is essentially a projection, a number that has been calculated based on an analysis of trends and patterns. The projection might not be fully realized over the course of the years. These projected costs offer the city flexibility with the licensing acquisition process.

Chapter 271.102 of the Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization. In lieu

of competitive bidding, items and services may be purchased through such agreements as the agreements have already been bid by the sponsoring entity or agency. The City of Grand Prairie has master inter-local cooperative agreements with various entities including DIR.

PROCUREMENT DETAILS:

Procurement Method: Cooperative-DIR

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name: General Fund - Software Maintenance	151010-63165
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SOLD-TO PARTY 10023781

CITY OF GRAND PRAIRIE
 PO BOX 534045
 GRAND PRAIRIE TX 75053-4045

SHIP-TO

CITY OF GRAND PRAIRIE
 317 COLLEGE ST
 GRAND PRAIRIE TX 75050-5636

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Electronic Delivery
Terms of Delivery : FOB DESTINATION
Currency : USD

Renewal quote for Adobe VIP F16A8FC36BAE03C6412A
 renewal window runs 05/15/2024 - 06/14/2024

Quotation	
Quotation Number	: 0227263134
Document Date	: 27-MAR-2024
PO Number	:
PO release:	:
Sales Rep	: Courtney Maggio
Email	: COURTNEY.MAGGIO@INSIGHT.COM
Telephone	:
Sales Rep 2	: Theron Culp
Email	: THERON.CULP@INSIGHT.COM
Telephone	: +15097422344

Material	Material Description	Quantity	Unit Price	Extended Price
65324170BC09A12	Adobe Acrobat Pro for enterprise - Subscription Renewal - 1 user Coverage Dates: 14-JUN-2024 - 13-JUN-2025 Mfr List: 105.00/EA Disc off list: 6% STATE OF TEXAS DIR ADOBE AND MICROSOFT SOFTWARE, COTS & SVCS(# DIR-CPO-5239) LICENSE : F16A8FC36BAE03C6412A DEPLOY DATE : 14-JUN-2024	259	99.44	25,754.96
65291079BC09D12	Adobe Creative Cloud for Enterprise - All Apps - subscription renewal Coverage Dates: 14-JUN-2024 - 13-JUN-2025 Mfr List: 796.20/EA Disc off list: 6% STATE OF TEXAS DIR ADOBE AND MICROSOFT SOFTWARE, COTS & SVCS(# DIR-CPO-5239) LICENSE : F16A8FC36BAE03C6412A DEPLOY DATE : 14-JUN-2024	31	754.04	23,375.24
65291029BC09D12	Adobe Illustrator for enterprise - Subscription Renewal - 1 user Coverage Dates: 14-JUN-2024 - 13-JUN-2025 Mfr List: 348.36/EA Disc off list: 6% STATE OF TEXAS DIR ADOBE AND MICROSOFT SOFTWARE, COTS & SVCS(# DIR-CPO-5239) LICENSE : F16A8FC36BAE03C6412A DEPLOY DATE : 14-JUN-2024	7	329.91	2,309.37
65291041BC09D12	Adobe Photoshop CC for Enterprise - subscription renewal Coverage Dates: 14-JUN-2024 - 13-JUN-2025 Mfr List: 348.36/EA Disc off list: 6% STATE OF TEXAS DIR ADOBE AND MICROSOFT SOFTWARE, COTS & SVCS(# DIR-CPO-5239) LICENSE : F16A8FC36BAE03C6412A DEPLOY DATE : 14-JUN-2024	19	329.91	6,268.29

Product Subtotal	57,707.86
TAX	0.00
Total	57,707.86

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Courtney Maggio

COURTNEY.MAGGIO@INSIGHT.COM

Theron Culp
+15097422344
THERON.CULP@INSIGHT.COM

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
<https://www.insight.com/terms-and-policies>



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 05/21/2024

PRESENTER: Keshnel Penny, CIO - Information Technology
TITLE: 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

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

SUMMARY:

<u>Vendor Name</u>	<u>Annual Cost</u>	<u>Total Cost</u>
City of Fort Worth	\$97,558.26	\$539,070.97
	\$102,436.17 (1 st Renewal)	
	\$107,557.98 (2 nd Renewal)	
	\$112,935.88 (3 rd Renewal)	
	\$118,582.67 (4 th Renewal)	

PURPOSE OF REQUEST:

This annual contract is for the City of Grand Prairie’s participation in NTIRN (North Texas Interoperative Radio Network) and must contribute to that network’s ongoing equipment upgrades. The NTIRN is a regional collaboration of agencies that have combined resources to develop a regional radio system to allow for enhanced interoperability for public safety entities. To date, 45 primary jurisdictions and 46 mutual aid jurisdictions are participating in the regional radio system collaboration. This agreement will cover the Motorola radio system infrastructure and equipment upgrades at the four radio sites in the City of Grand Prairie.

Local Government Code Chapter 252 provides an exemption from the competitive bid process when an item or service is available from only one source. Motorola Solutions is the sole provider with the license to work on the Radio Communications/Emergency Response Equipment.

PROCUREMENT DETAILS:

Procurement Method: Interlocal

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name: General Fund - Communication Equipment Maintenance	151510-63105
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INVOICE

Customer Number: 0000002742

Page: 1 of 1

This document was sent by the Department of Financial Management Services. If you have any questions, please call 817-392-6665 and select Option 4.

Bill To:

CITY OF GRAND PRAIRIE
BARRON FRAKER
1525 ARKANSAS LANE
GRAND PRAIRIE TX 75052

Line	Business Unit	Invoice ID	Invoice Date	Payment Terms	Due Date	Description	Net Amount
1	CFW01	ITS-RADUP0000000139	02/22/2024	NET 30	03/23/2024	RADIO-SYSTEM UPGRADE AGREEMENT	97,558.26
SUA Charges 01-01-2024 to 12-31-2024 Grand Prairie							
		Subtotal	CFW01	City of Fort Worth			97,558.26
Total Amount Due:							97,558.26

Detach and return all pages below the indicated perforation with payment. Keep upper portion for your records.

Customer Number: 0000002742

Total Amount Due: 97,558.26

Business Unit	Invoice ID	Charge Code	Due Date	Charge Amount	Paid Amount
CFW01	ITS-RADUP0000000139	ITS-RADIO-UPG	03/23/2024	97,558.26	
Total Paid					

City of Fort Worth
PO Box 99005
Fort Worth TX 76199-0005

99005 0000002742 0009755826 8



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 05/21/2024

PRESENTER: Keshnel Penny, CIO-Information Technology

TITLE: Purchase of diesel generator from Holt/Cat Power Systems in the amount of \$57,836.91

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>
Holt Power Systems	\$57,836.91	\$57,836.91

PURPOSE OF REQUEST:

One-time purchase for diesel generator from Holt/CAT Power Systems to enhance power redundancy for construction of new south sector radio tower being built on Fire Station 11 property for public safety communication. The 50 kW, 240/120 VAC diesel generator with an auxiliary fuel tank will power critical communications systems for city operations should grid power fail and will be purchased through the Sourcewell Cooperative.

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

PROCUREMENT DETAILS:

Procurement Method: Cooperative-Sourcewell

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	IT CIP Fund
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Austin • Brownsville • Corpus Christi • Dallas • Edinburg • Ft Worth • Laredo • Longview • Pflugerville • San Antonio • Victoria • Waco

Regarding: Grand Prairie – New Radio Tower - Sourcewell Member Price

Quote No: 31330548

Quote Date: 4/16/24

Quote Expires: 30 Days

Caterpillar Model-D50GC Generator Set

Power Setting	50 kW
Voltage	240/120 VAC, 1Ø, 60 Hz.
Application Rating	Standby
Engine	Caterpillar – 4.4L Diesel Diesel Engine – Tier 3 Certified Certification – UL2200
Engine Governor	Isochronous, Electronic
Cooling System	GenSet Mounted 113°F/45°C Ambient Engine Lube Oil & Antifreeze 50/50 Mix Engine Coolant Heater Low Coolant Temperature and Level Alarm Switches Coolant drain line with valve Fan and belt guards Caterpillar Extended Life Coolant Coolant level sight gauge Jacket water pump, gear driven, centrifugal Thermostats and housing
Air Inlet System	Air Cleaner Aftercooler Turbocharger
Lube System	Oil cooler Lubricating oil Oil filler and dipstick Oil filter Oil drain line with valve piped to edge of base Fumes disposal piped to front of radiator
Starting System	12 volt DC Electric Cranking Motor Batteries, Battery Rack, & Cables Battery Charger - 10amp
Charging System	Engine Driven Battery Charging Alternator
Exhaust System	Carbon Steel Silencer Critical Grade Internally mounted Stainless Steel Engine Exhaust Flex Connector

**Generator/Alternator
& Attachments**

Exhaust manifold, dry
 Exhaust Rain Cap
 4 Pole, Single Bearing
 Excitation – 300% FLC PMG
 2/3 pitch, random wound
 IP23 Protection
 Class H insulation
 Cable connections located inside generator housing(NEMA compatible)
 Power center, IP22 rear facing
 Automatic Voltage Regulation - 3Ø Sensing
 Anti-Condensation/Space Heater
 Automatic Voltage Regulator

**Voltage Regulation
Main Line Breaker**

Circuit Breaker
 GenSet Mtd.-
 250 Amp
 100% Rated
 3 Pole
 LSI Electronic Trip Unit

Control Panel

Cable Access Box – Bottom Entry
 GCCP1.2
 Genset Mounted & Vibration Isolated
 4-line back-lit LCD text display
 Multiple display languages
 Five-key menu navigation
 LCD alarm indication
 Customisable power-up text and images
 Data logging facility
 Internal PLC editor
 Protections disable feature
 Fully configurable via PC using
 USB & RS485 communication
 Front panel configuration with PIN protection
 Power save mode
 3-phase generator sensing and protection
 Generator current and power
 monitoring (kW, kvar, kVA, pf)
 kW and kvar overload and reverse power alarms
 Over current protection
 Unbalanced load protection
 Breaker control via fascia buttons
 Fuel and start outputs configurable when using CAN
 Support for 0 V to 10 V & 4 mA to 20 mA sensors
 8 configurable digital inputs
 (3 available for Customer use)
 8 configurable digital outputs

	(5 available for Customer use)
	4 configurable analogue outputs
	(3 available for Customer Use)
	CAN, MPU and alternator frequency speed sensing in one variant
	Real time clock
	Engine pre-heat and post-heat functions
	Engine run-time scheduler
	Engine idle control for starting & stopping
	Fuel usage monitor and low fuel level alarms
	3 configurable maintenance alarms
Caterpillar Enclosure	Sound Attenuated Package
	Sound Rating: 69 dBA at 23' in free-field environment
	Wind Rating: 100MPH
	Key Locking Doors
	Epoxy Enamel Paint Finish – CAT White
Mounting System	Vibration Isolators
	Engine / Generator Skid-Base Rails
Fuel System	Primary fuel filter w/ integral water separator & secondary filter
	Fuel priming pump
	Flexible fuel lines
	Fuel pressure gauge
	Fuel cooler
	Engine fuel transfer pump
Fuel Tank	Diesel Tank
	UL 142 Listed
	Double Wall
	138 Gallon Capacity
	carbon steel - heavy gauge material
	Lockable Fuel Fill
	12' Above Grade Normal Vent Extension shipped loose
	12' Above Grade Emergency Vent Extension shipped loose
	5 Gallon Spill Containment Bucket
	Overfill Prevention Valve (Mechanical)
	Fuel sender
	Low, Critical Low, High & Critical High
	Level Gauge, Fuel Lines, Venting & Alarm Contacts
Accessory Items	Factory Testing - Standard Caterpillar Test at .8 PF for Full Rated Load
	Standard Caterpillar Warranty - 2 Yr./1000 hours
	Current Caterpillar Promotion
	Gold Extended Service Coverage for 3 more years/1500 hours making a

total of 5 years/2500 hours of coverage
for no additional cost.

Current Lead Time 22-26 weeks out of the factory ARO
and approval of submittal/drawings
Note: Subject to change without notice

AUTOMATIC TRANSFER SWITCH –

200A
3-POLE
240/120 VOLT, 1 Ph
NEMA 3R ENCLOSURE
NSER
Open Transition
Controller
Factory Warranty: 2 Yr from date of shipment

Current Lead Time 12-16 weeks out of the factory
ARO and approval of submittal/drawings
Subject to change without notice

Accessories & On-Site Services:

Service & Make Ready
Standard Caterpillar Testing to be performed
Delivery to Job Site
On-Site StartUp testing
Using resistive load banks - 2 hours
Additionally transfer test to verify emergency power supply
system's ability to meet the automatic starting, load transfer
and motor starting requirements shall be demonstrated.
Performed during normal business hours
On ground level with load bank access to be within 50' of generator
If not on ground level & with access within 50' of generator
additional costs will be incurred
StartUp and Testing Records will be provided in electronic format
On-Site Training available during start up testing
Performed by Field Technician
Intended for Site Personnel/Owner/Operators
If requested at time other than start up additional costs will be incurred
O & M Manual (hard copy) – Qty 1
Shipped with generator from the factory
Document is proprietary and Copy Righted by Caterpillar
It cannot be revised/unlocked
Custom versions or versions specific to each project
will not be provided
O & M Manual (electronic) – Qty 1
Document is proprietary and Copy Righted by Caterpillar

It cannot be revised/unlocked
Custom versions or versions specific to each project
will not be provided
Submittals provided in electronic format
Note: All start up and commissioning services to occur over one day
period.

Items & Services Not Included:

- Fuel for Startup & Testing
- Install – by others
- Temporary Power - Rental Generator while without utility power
Connections
 Any off skid Connections for fuel or exhaust by others
- Identification – by others
- Witness Testing
 Any testing above the designed rating of the equipment.
- Sound Level Testing - Sound levels are maximum expected level for a
 free-field environment. Actual levels maybe more or less,
 depending on the location and orientation of the enclosure with
 respect to adjacent buildings, equipment and other sources of
 noise. Manufacturer will not perform any type of site testing or be
 liable for sound level performance on the site.
 Coordination study, infrared or NETA testing of ATS or Generator/s
- Infrared Scanning
- Coordination/Arc Flash Studies and Labels
- NETA Testing or any other Independent Testing Agency
- Concrete Housekeeping Pads
- Off-Loading of Equipment @ Site & Installation
- Repairs of Any and All Existing Code Violations, Incl.
 exposed/non exposed.
- Construction and Fuel Tank permits and/or registrations
- Protection from damage after delivery
- Cleaning and/or repairs from damage done by others after delivery
 Installation of equipment shipped loose (Exhaust and Fuel Tank
 accessories)
- Engineered drawings/plans or services designed and sealed by an engineer
- Omissions from Electrical Drawings or Specifications
- Utility Company Charges/Fees
- Local codes are not included unless stated
- State/Local/Emissions Taxes

CATERPILLAR RETAIL/LIST PRICE.....	\$45,989.65
Discount per Sourcewell Contract (31%).....	(\$14,256.79)
NON CATERPILLAR Items RETAIL/LIST Price.....	\$27,477.95
Discount per Sourcewell Contract (5%).....	(\$1,373.90)
TOTAL PRICE per SOURCEWELL Contract.....	\$57,836.91

Reference Sourcwell Contract # 092222-CAT valid through 11/22/2026.

**Quoted as detailed above with the intent of meeting the project scope.
Equipment supplied will be limited to that described in this proposal.**

GENERAL NOTES AND CLARIFICATIONS:

1. General exception is taken to any specifications and/or drawings – none were available at time of quotation.

Options/Adders:

On-Site Fuel Tank Pressure Testing.....\$3,250.00

Only if required by JHA/Fire Marshal.

Note: These prices are only valid if chosen at the time of placing the initial order.

Terms are 30days net with approved credit.

Price is valid for 30 days

Price does not include applicable taxes

To order or start submittals please sign, date and send back to my attention:

Name _____ Date _____

Thank you,

John Fabrega
Power Systems Sales
2001 N. Loop 12
Irving, TX 75061
Mobile: 972.978.5407
john.fabrega@holtcat.com



HOLT POWER SYSTEMS TERMS & CONDITIONS

- Mufflers** Mufflers are to be lifted and put in place on top of the enclosure at the time of off loading by the installing contractor.
- Proposal** This proposal is provided to meet the spirit and intention of the project equipment requirements. Some interpretational differences between our proposal and the specifications may exist, therefore the above bill of material contains our offer for this project, none other is expressed or implied unless stated in writing.
- Pricing** Recently the cost of some of our vendor products has experienced severe price swings in the upward direction. Therefore it has become increasingly difficult to hold our prices for a prolonged period of time. If our quote is older than 30 days please call to verify our price.
- Taxes** The above price(s) does(do) not include state and local taxes unless otherwise specifically stated. **A 1.5% additional ser charge is required by the state of Texas for all stationary engine equipment due to emission restrictions. This is in addition to any state and local taxes that may be required.**
- Lead Time** Standard delivery of proposed Caterpillar Generator Set to jobsite will be confirmed after receipt of order and submittals are approved and credit terms are agreed.
- The above quoted lead-times are standard lead-times from the factory at the time of this quotation. In some cases lead-times maybe able to be improved to assist in customer needs. Please call and inquire about possible improved lead-times.**
- Please note: The Caterpillar factory has mandatory factory shutdowns for two weeks in December/January and one week in July. The length of those shutdowns will extend lead-times on orders entered at those times. Orders, which include non-standard features, may require additional time before shipment. Consult with your Caterpillar dealer at the time of order.
- Holt Power Systems has made a significant commitment to ensuring we are able to quickly respond to opportunities by maintaining a substantial inventory that may reduce the lead-time above.
- Special Notes** Please verify the voltage, number of poles in ATS, terminal conductor sizes and other Bill of Material items quoted above as compared to the requirements of this project. Lugs for terminations above 1200A are not included. Lugs for terminations below 1200A are included but is the responsibility of the customer to ensure compatibility. Holt Cat will not supply new lugs once submittals are approved.
- Fuel Tank** Increasingly we are seeing dramatic changes occur at the municipal level in regard to fire code requirements. They are too numerous and variable to keep track of for each of the area municipalities. Unless otherwise stated within the body of this quotation, the fuel tank included is as specified by the written specifications of this project (if specifications were supplied at the time of quotation). The specifications may be in conflict with City Fire Codes for the location of the project. We will make every attempt to notify you of specification variances with local codes when known, however responsibility for compliance lies with the specifying engineer and those that pull the permit for the project.
- Payment** Terms are NET 30 DAYS at the time of shipment to jobsite based on Holt credit department approval, otherwise terms are C.O.D.
- Term's** Payment due in full Net 30 after delivery with approved Holt credit or COD at time of shipment.
- Sales tax will be added to invoice. Resale tax certificate must be on file with the Holt credit department for tax-exempt sales.

- Warranty** Caterpillar standard two (2) year warranty applies for standby applications. Standard manufacturer's warranty applies to all non-Caterpillar equipment. Copies of warranty statements are available upon request.
- Cancellation** There will be a minimum 25% cancellation fee for orders cancelled, once placed and accepted by Holt Power Systems. Cost of custom components, completed fabrication, or any other work performed at the time of cancellation will be added to the cancellation fee. If all material have been acquired the cancellation fees will be 100%. Caterpillar content, 14 days after orders placed will be 100% of the order. Written notice of cancellation is required.
- Other** Holt Power Systems is an equipment supplier only. No fuel, wiring, connecting, hook-up, plumbing, or other installation type labor is included in the proposal unless noted herein.
- The customer is responsible for any and all installation of the above equipment. Holt personnel will perform an installation audit prior to start-up.
- Unless stated otherwise in this proposal, service and/or maintenance for this equipment are not included. Our company product support service group will be glad to quote the end user of this equipment for those services under a separate proposal.
- All equipment needed to perform any loading or unloading of the equipment supplied by Holt Power Systems is the responsibility of the buyer.
- Holt Power Systems limits the scope of supply for this quotation to the equipment and services listed in our bill of material. Unless specifically listed in our bill of material, equipment not indicated is to be supplied by others. We have detailed the equipment proposed in the bill of material. Please carefully review it to be certain it meets your requirements.
- No third party electrical testing and/or certifications, seismic calculations, coordination studies, stamped engineering calculations, emissions testing, NETA, infrared scanning, meg-testing or other services and material is included unless expressly indicating in writing above.
- We reserve the right to correct any errors or omissions.
- Contracts which include penalty or liquidated damage clauses for failure to meet promised shipping dates are not acceptable or binding on Holt Power Systems, unless accepted and confirmed in writing by an officer of Holt Power Systems and its headquarters.
- Holt Power Systems standard terms and conditions are included in the quotation and hereby become part of this quotation. These same terms need to be noted on any purchase order received by Holt Power Systems.
- Holt Power Systems will not be responsible for any labor or material charged by others associated with the start-up and installation of this equipment unless previously agreed upon in writing by Holt Power Systems. Startups are to be conducted between Monday through Friday during normal business hours and excluding nights, weekends, or holidays unless agreed otherwise in writing. Otherwise our standard overtime rates will apply.
- We value your confidence in us, and the products we represent and appreciate your business. If there are any terms, conditions, or any other aspect of this quotation you do not understand, please contact us immediately and we will gladly clarify.
- Shipping** Delivery of the product unless otherwise stated is by hired independent freight carriers that may require road permitting and other requirements which are outside the responsibility of Holt Cat. Traffic delays and required routing may also delay deliveries. Holt Cat is not responsible for any delays and costs associated with those delays.



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 05/21/2024

PRESENTER: Keshnel Penny, CIO – Information Technology

TITLE: 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

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

SUMMARY:

<i>Vendor Name</i>	<i>Annual Cost</i>	<i>Total Cost</i>
Motorola Solutions	\$348,919.00	348,919.00

PURPOSE OF REQUEST:

The purchase of 40 Motorola APX6000 P25 Portable radios and 20 Motorola APX8000XE P25 Portable radios for Police and Fire departments. This radio purchase is part of our Radio Replenishment Program, which is necessary to replace radios nearing the end of their warranty. Replacing out-of-warranty radios is critical to Police and Fire operations.

Local Government Code Chapter 252 provides an exemption from the competitive bid process when an item or service is available from only one source. Motorola Solutions is the sole provider with the license to work on the Radio Communications/Emergency Response Equipment.

PROCUREMENT DETAILS:

Procurement Method: Sole Source

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	IT CIP Fund
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Billing Address:
 GRAND PRAIRIE, CITY OF
 300 W MAIN ST
 GRAND PRAIRIE, TX 75050
 US

Quote Date:05/07/2024
 Expiration Date:07/06/2024
 Quote Created By:
 Kyle Peirce
 Kyle.Peirce@
 motorolasolutions.com

End Customer:
 GRAND PRAIRIE, CITY OF
 Barron Fraker

Contract: FORT WORTH (HGAC RA05-21)

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000			
1	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	40	\$4,783.29	\$191,331.60
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	40		
1b	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	40		
1c	QA05570AA	ALT: LI-ION IMPRES 2 IP68 3400 MAH	40		
1d	Q361AR	ADD: P25 9600 BAUD TRUNKING	40		
1e	Q58AL	ADD: 3Y ESSENTIAL SERVICE	40		
1f	QA00580AC	ADD: TDMA OPERATION	40		
1g	Q498AY	ENH: ASTRO 25 OTAR W/ MULTIKEY	40		
1h	H38BT	ADD: SMARTZONE OPERATION	40		
1i	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	40		
1j	Q629AK	ENH: AES ENCRYPTION AND ADP	40		
1k	QA09113AB	ADD: BASELINE RELEASE SW	40		
	APX™ 8000 Series	APX8000XE			



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
2	H91TGD9PW7AN	APX 8000 ALL BAND PORTABLE MODEL 3.5	20	\$7,879.37	\$157,587.40
2a	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	20		
2b	Q361AN	ADD: P25 9600 BAUD TRUNKING	20		
2c	QA02006AC	ENH: APX8000XE RUGGED RADIO	20		
2d	QA00580AA	ADD: TDMA OPERATION	20		
2e	Q58AL	ADD: 3Y ESSENTIAL SERVICE	20		
2f	H38BS	ADD: SMARTZONE OPERATION	20		
2g	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	20		
2h	Q629AH	ENH: AES ENCRYPTION AND ADP	20		
2i	QA09113AB	ADD: BASELINE RELEASE SW	20		
2j	Q498AU	ENH: ASTRO 25 OTAR W/ MULTIKEY	20		
2k	QA01427AG	ALT: APX8000/XE HOUSING GREEN	20		
2l	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	20		

Grand Total

\$348,919.00(USD)**Notes:**

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 05/21/2024

PRESENTER: Ray Cerda, Director of Parks, Arts & Recreation Department

TITLE: 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

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

SUMMARY:

<u>Vendor Name</u>	<u>Annual Cost</u>	<u>Total Cost</u>
US eDirect, Inc., a wholly owned subsidiary of Tyler Technologies, Inc.	\$18,000	\$90,000

PURPOSE OF REQUEST:

This Price agreement is for the purchase of reservation software to administer the bookings of campsites, pavilions, cabins, and Loyd Park Lodge at our Lake Parks facilities. This software is expected to elevate and enhance customer service experience by providing dynamic mapping of site locations, providing ease of checkout and availability lookup, and facilitate customer registration. The cost for integration, implementation, training, and support is included in the overall annual cost referenced above.

The annual agreement with Tyler Technologies will replace our existing reservation software with RMS (Expense of \$15,771.00 annually). We will renew our existing software on August 1, 2024 and have both contracts in place during implementation and the transition.

Implementation for the new reservation software will begin as early as June 1, 2024, however payment to the vendor (Tyler Technologies) will be made at the time of Go-live, projected to be February 1, 2025, and will be subject to the FY25 approved budget.

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

Sourcewell can save money by pooling the impressive purchasing power of their members, which include hundreds of school districts, municipalities, counties, other local governments, and nonprofits across Texas. They use the power of numbers as leverage to get better prices with the same vendors we use now.

The national Sourcewell contract # 090320-TTI will expire November 2, 2024

FINANCIAL CONSIDERATION:

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

- 1- Bid Summary
- 2- Change Order Details

Ongoing/Annually Recurring SAAS Fees (Licensing, Support, Maintenance, Hosting)	
Year 1 Base Rate	\$20,000.00
<u>Total with 10% Sourcwell Discount:</u>	<u>\$18,000.00</u>
Year 2 Base Rate	\$20,000.00
<u>Total with 10% Sourcwell Discount:</u>	<u>\$18,000.00</u>
Year 3 Base Rate	\$20,000.00
<u>Total with 10% Sourcwell Discount:</u>	<u>\$18,000.00</u>
Year 4 Base Rate	\$20,000.00
<u>Total with 10% Sourcwell Discount:</u>	<u>\$18,000.00</u>
Year 5 Base Rate	\$20,000.00
<u>Total with 10% Sourcwell Discount:</u>	<u>\$18,000.00</u>

Credit Card Processing 2.50%		
Agency Revenue	\$4,000,000 (at 60% CC)	\$2,600,000 (at 80% CC)
Year 1	\$60,000	\$52,000
Year 2	\$60,000	\$52,000
Year 3	\$60,000	\$52,000
Year 4	\$60,000	\$52,000
Year 5	\$60,000	\$52,000

Total Year 1	\$18,000
Fee Schedule	
100% of SaaS Fees due at Go-Live	\$18,000



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 05/21/2024

PRESENTER: Ray Cerda, Director of Parks, Arts & Recreation Department

TITLE: 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

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

SUMMARY:

<i>Vendor Name</i>	<i>Annual Cost</i>	<i>Total Cost</i>
Metro Golf Cars	\$35,856.00	\$215,136.00

PURPOSE OF REQUEST:

This Price agreement is for the lease of twelve (12) 4 passenger gas powered club cars. The agreement includes a maintenance plan at no additional cost to the City. Golf carts are in high demand at the Loyd Park Camp Store, expected to generate approximately \$74,000 (52% profit margin) in rental revenue annually.

To secure a 5% discount offer in addition to Sourcewell pricing, the Lake Parks division will initiate a contract with Metro Golf Cars with a start date of October 1, 2024 and will be subject to the FY25 approved budget. The annual agreement will replace the existing Golf Cart Lease Agreement with PNC Bank. The new agreement will increase the fleet on demand and will eliminate the need for rental units during peak season.

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

Sourcewell can save money by pooling the impressive purchasing power of their members, which include hundreds of school districts, municipalities, counties, other local governments, and nonprofits across Texas. They use the power of numbers as leverage to get better prices with the same vendors we use now.

The national Sourcewell contract #122220-CCR will expire January 29, 2025

FINANCIAL CONSIDERATION:

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

- 1- Bid Summary
- 2- Change Order Details

MetroGolfCars

est. 1974
TRANSPORTATION & UTILITY VEHICLES

QUOTE

Sourcewell Contract # 122220CCR

Rev1
March 12, 2024

Gabby Gonzalez
City of Grand Prairie
Parks, Arts & Recreation Department
P. 972-237-8115
Ggonzalez@GPTX.org
Member # 257251



Sourcewell 

Operational Lease:

Worry-free maintenance plan included. No maintenance cost to the City of Grand Prairie. Loaner vehicle included if vehicle must leave property for repair. Flat tires are the only responsibility of the City. Worn tires are replaced at no cost.

Item #1

Club Car Tempo 2+2 gas **Monthly Operational Lease Cost**
Includes: roof top, head/tail/brake lights, gas powered, 4 passenger capacity
48 months \$249 per month



Terms: Net 30
Leadtime: 45 Days ARO
One time delivery fee: \$75 per unit

Thank you,
Ben King
General Manager
ben@metrogolfcars.com



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 05/21/2024

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

TITLE: 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

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

SUMMARY:

<u>Vendor Name</u>	<u>Total Cost</u>
KSA Engineers	\$99,400

PURPOSE OF REQUEST:

The Epic turned five years old in November of 2023. In order to continue to stay ahead of repairs and replacement schedules, it is important to bring in architectural engineers to compile a report based off of on-site findings of the mechanical and structural aspects of the 120,000 square foot facility. Staff received a proposal from KSA Engineers, in the amount of \$99,400 to provide onsite investigation of current mechanical, electrical, plumbing, fire/life safety, building envelope and structural system.

PROCUREMENT DETAILS:

Procurement Method: RFB/RFP

Number of Responses: 6 responses RFP/RFB #: 24059

Selection Details: Low Bid Best Value

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	Epic CIP Fund
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If Capital Improvement:					
Total Project Budget	\$1,588,942	Proposed New Funding:	\$0	Remaining Funding:	\$1,489,572



Evaluation Score Card
 Project Title: Professional Engineering/Building Services
 RFQ#: 24059

		Allana, Buick & Bers Coppell, TX	Campos Engineering Dallas, TX	Henderson Engineering, Inc. Lenexa, KS	KSA Engineers, Inc. Longview, TX	Leaf Engineers Dallas, TX	Walker Consultants Houston, TX
Evaluation Criteria	Maximum Score	Score	Score	Score	Score	Score	Score
Project Team	35.00	22.40	25.20	29.40	30.80	26.60	25.20
Firm Capabilities	30.00	20.40	20.40	26.40	26.40	20.40	20.40
Performance Ability	20.00	12.00	12.00	17.60	17.60	13.60	13.60
Project Approach	15.00	9.60	9.00	13.20	13.20	10.20	10.20
Interview (up to 20 points) if needed *	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total	100.00	64.40	66.60	86.60	88.00	70.80	69.40
Notes							

* The City opted not to conduct interviews

Bid Tabulator: **Chantel L. Winfield**
 Bid Open Date: **Wednesday, Feb. 14, 2024**

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



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 05/21/2024

PRESENTER: Ray Cerda, Director of Parks, Arts & Recreation Department

TITLE: 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

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

SUMMARY:

<i>Vendor Name</i>	<i>Total Cost</i>
Mobile Modular Management Corporation	\$139,927

PURPOSE OF REQUEST:

The one-time purchase of the Modular Office will replace the existing mobile office space that is uninhabitable due to severe fire damage.

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

Buyboard can save money by pooling the impressive purchasing power of their members, which include hundreds of school districts, municipalities, counties, other local governments, and nonprofits across Texas. They use the power of numbers as leverage to get better prices with the same vendors we use now.

The national Buyboard contract #732-24 will expire March 31, 2027.

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name: Lake Parks Capital Projects Fund	Account Unit or Activity* – Line: 318793-63010- 02300103 & 318793-63010- 02402103
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* Provide Accounting Unit for Operating funds. Provide the Activity for CIP and Grant projects.

If Capital Improvement:					
Total Project Budget	\$0.00	Proposed New Funding:	\$0.00	Remaining Funding:	\$0.00

ATTACHMENTS / SUPPORTING DOCUMENTS:

- 1- Bid Summary
- 2- Change Order Details



a Division of McGrath RentCorp
 Corporate Headquarters
 5700 Las Positas Rd
 Livermore, CA 94551
 925-606-9000
 www.mgrc.com

Sale Quotation and Agreement

Item 18.

Quote # Q-436872
 Date of Quote 04/09/2024
 Quote Expiration Date: 05/09/2024
 Estimate Del Date 04/09/2024
 Buyer PO#:

Buyboard 732-24

Buyer Name and Billing Address	Site Information	Seller Name
City of Grand Prairie ("Buyer") 5610 Lake Ridge Parkway Grand Prairie, TX 75052 Gary Walters Phone #: (972) 237-5721	Gary Walters 3401 Ragland Road Grand Prairie, TX 75052 Cell: (972) 237-5721	Mobile Modular Management Corporation a Division of McGrath RentCorp ("Seller") Questions? Contact: Megan Poore megan.poore@mobilemodular.com Direct Phone: (214) 304-1682

Equipment and Accessories	Qty	Purchase Price	Extended Purchase Price	Taxable
OfficeMaker, 24x64 TX (Item1949W) (NA130 mph Exposure C4' weldedHampton Panel Grey;5/8" FRP (white)Commercial Tell Star Pro Doors with10x106) (Includes Custom Glass Door- Single Commercial 3'0 X 7'0 Door & Frame, 1/4" Clear Tempered Glass, Surface mounted Closer, Dark Bronze.)	1		\$99,550.00	N

Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
OfficeMaker, 24x64 TX (Item1949W) (NA130 mph Exposure C4' weldedHampton Panel Grey;5/8" FRP (white)Commercial Tell Star Pro Doors with10x106) (Includes Custom Glass Door- Single Commercial 3'0 X 7'0 Door & Frame, 1/4" Clear Tempered Glass, Surface mounted Closer, Dark Bronze.)				
Delivery	2	\$1,002.00	\$2,004.00	N
Block and Level Building	1	\$6,000.00	\$6,000.00	N
Essential Material Handling Fee	2	\$75.00	\$150.00	N
Installation, Ramp Custom Plan (Build ADA Compliant Treated Wood: (2) 6'x 5' Decks, (1) 5'x5' Set of steps, and (1) 5'x30' Ramp.)	1	\$8,460.00	\$8,460.00	N
Skirting, Install	176	\$25.00	\$4,400.00	N
Service, Other (Bvl/Delivery) (Utilities must be disconnected from building prior to removal.)	1	\$19,363.00	\$19,363.00	N

Total Estimated Charges	
Subtotal	\$139,927.00
Taxes	\$0.00
Total Charges (including tax)	\$139,927.00

Special Notes

Flooring (VCT): This building ships standard with used VCT in good condition. VCT may have some discoloration or wear). New VCT is available for an additional charge.

Block/Level: Price assumes building is installed using Mobile Modular standard foundation. Mobile Modular assumes installation on the minimum foundation design criteria/tolerances. For DSA buildings, it is assumed building will be installed on the minimum amount of foundation lumber per the applicable DSA approved stockpile drawings and site will not exceed 4-1/2" out of level. Additional material and labor charges apply for installing buildings above minimum



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foundation design criteria, raising buildings to meet specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.

Tie-downs: Quantity and price may vary based on seismic source factor and site conditions. Patch and repair of site after removal is not included and is the responsibility of the Customer. Alternative non-penetrating seismic system is available for an additional charge. Wet-stamped engineering available for an additional charge.

Product Availability: Product availability and delivery date are subject to product availability upon receipt of signed Agreement and/or credit approval.

General: Customer's site must be dry, compacted, level and accessible by normal truck delivery. Pricing does not include any clearing or grading of sites, obstruction removal, site or final building clean up , any asphalt transitions, dolly, crane, forklift, electrical or plumbing connections, window coverings, furniture, casework, appliances, doorstops, phone or data lines, gutters, downspouts or tie-in, temporary power, temporary fencing, traffic control, flagmen, soil and/or pull test, custom engineering, fees associated with inspections, city or county submittals and/or use permits, security screens, door bars and any item not specifically listed as being included.

Skirting: Skirting installation & removal is not included unless otherwise noted. When included, it is non-structural, non-fire rated and cosmetic only. Skirting pricing assumes a level site.

Skirting Finish Floor Height: Skirting prices are based on 30" Finished Floor Height.

Used building sale: Quotation is for a used modular building sold in "as is" condition. Unless stated otherwise, MMMC will only perform a general cleaning & repair, reseal the roof, doors & windows, and test the electrical, mechanical & plumbing systems to ensure working condition at the time of delivery. For warranty information, please refer to the Supplemental Sale Terms and Conditions located on Seller's website at:
<https://www.mobilemodular.com/Content/Documents/ContractTerms/Supplemental-Sale-T-and-C.pdf>

Quote Based on Mobile Modular Standard Unit: Does not include permits, utility hook ups, site work, office equipment, furniture, coffee/water service, cleaning service, phone/internet service. Quote only includes items specifically listed on quote. If additional equipment is needed to set building, there will be an additional cost.

Customer Dumpster Responsibility: Customer is responsible for supplying a dumpster for debris removal for the installation and/or dismantle of the modular building(s).

Buildings containing a restroom(s): Restrooms are not self-contained. Manifolds are not included and must be assembled and connected by others. Water & sewer stub-out locations may vary. Paper & soap dispensers, sanitary and trash receptacles are not provided.

Ramps: Site conditions may affect ramp configuration and cost. Customer is responsible for transition from end of ramp to grade and for extended or custom rails, if needed. Ramp skirting is available for an additional charge. Final cost determined after acceptance for ADA Compliance.

Site Installation Requirements: Prior to delivery, Customer shall mark the four corners where the building is to be placed on the site/pad location, and shall also mark the locations of door(s) and ramp(s). Should special handling be required to position, install, or remove the modular building on Customer's site due to site conditions/constraints and/or obstructions, Customer will be responsible for additional charges. Additional rolling charges may be applicable as site conditions necessitate.

Site Plan Review: Mobile Modular is not responsible for review and verification of Customer's site plans, civil plans, soils tests/survey's, etc. It is the responsibility of the Customer to ensure the site plans and site conditions meet applicable codes and governing body approvals. This includes, but is not limited to, ensuring the building pad/site



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Buyer PO#:	

Item 18.

allows for standard delivery and installation based on the minimum foundation design tolerances as per applicable approved stockpile drawings/foundation design.

Delivery Date: Delivery date will not be confirmed until Mobile Modular receives and approves the signed Agreement and all credit conditions have been met.

Delivery of Equipment: Customer is responsible for selecting a suitable site and directing Mobile Modular on exact placement/orientation of the Equipment. Customer shall physically mark the site/pad to indicate corner locations for Equipment placement.

Additional Information

- Quote is valid for 30 days.
- Buyer's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by Buyer. Unless noted, prices do not include permits, stairs, foundation systems, temporary power, skirting, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request.
- This transaction is subject to prior credit approval
- Down Payment required upon execution of agreement.
- Sales Tax will be calculated based on the tax rate at the time of invoicing.
- Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.



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Item 18.

This Sale Quotation and Agreement is entered into by and between Seller and Buyer effective as of the date signed by Buyer. This Sale Quotation and Agreement includes the terms and conditions set forth in the following two documents (collectively, the "Agreement"), each of which is incorporated herein by this reference:

1. **Sale Terms and Conditions** attached hereto; and
2. **Supplemental Sale Terms and Conditions** located at (<https://www.mobilemodular.com/contractterms>), as the same may be updated from time to time in the sole and absolute discretion of Lessor.

By signing below, Seller: (1) acknowledges and agrees that it has received, read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement, including prices and specifications, and (2) instructs Seller to make appropriate arrangements for the preparation and delivery of the Equipment identified herein. This Agreement may be executed in one or more counterparts (including through the use of electronic signatures), each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Upon execution of this Agreement, Seller shall generate a Sale Agreement Number, which shall be referenced on all Seller invoices.

No document provided by Buyer including, without limitation, Buyer's purchase orders, work orders, bills of lading, or forms for receipt or acknowledgment or authorization ("**Buyer Forms**"), nor the terms and conditions associated with such Buyer Forms, shall amend, modify, supplement, waive, or release any term or condition of this Agreement even if such Buyer Forms are signed by an agent or representative of Seller. The terms and conditions of this Agreement shall prevail over any Buyer Forms, and any inconsistent or additional terms and conditions in Buyer Forms shall be deemed void *ab initio* and of no force or effect.

The individuals signing this Agreement affirm that they are duly authorized to execute this Agreement by and on behalf of the parties hereto.

SELLER:
 Mobile Modular Management Corporation
 a Division of McGrath RentCorp

BUYER:
 City of Grand Prairie

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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SALE TERMS AND CONDITIONS

1. **SALE.** Seller sells to Buyer, and Buyer purchases from Seller, the equipment listed on the Agreement hereto ("**Equipment**") on the terms and conditions set forth herein. This Agreement constitutes a separate and independent sale (a "**Sale**") of the Equipment specified in the Agreement.
2. **TIME PAYMENT; TITLE RETENTION.**
 - (a) **PURCHASE PRICE.** The aggregate amount of the purchase price (the "**Purchase Price**") is set forth in the Agreement. Unless otherwise specified in writing, Buyer agrees to pay Seller twenty five percent (25%) of the Purchase Price upon execution of the Agreement; sixty five percent (65%) no fewer than two days prior to the scheduled delivery date; and the remaining ten percent (10%) within thirty (30) days of substantial completion (substantial completion does not include punch list items). In addition to the Purchase Price, Buyer shall pay such charges as are attributable to circumstances related to the delivery, drop-off and relocation of Equipment.
 - (b) **TITLE/RETENTION.** Title to the Equipment shall not pass to Buyer before the entire Purchase Price has been paid to Seller. Upon Seller's receipt of payment in full of the Purchase Price, title to the Equipment shall transfer to Buyer, free and clear of all encumbrances arising by or through Seller. All payments due from Buyer pursuant to the terms of the Agreement shall be made without any abatement or set off of any kind, arising from any cause.
2. **CANCELLATION.** All sales are final and non-refundable upon delivery of the Equipment to Buyer's site location. Any requests to cancel or reschedule orders prior to delivery may or may not be accepted in Seller's sole discretion and must be agreed upon by Seller in writing. Without waiving any of its rights, Seller is entitled to recover its costs incurred and profits lost as a result of Buyer's cancellation or rescheduling of an order. A cancellation fee may be assessed against Buyer. In no event shall such fee exceed the full value of the Agreement. If Buyer has made down payment(s) to Seller prior to cancellation and the cancellation fee is less than the amount(s) already paid, Seller shall deduct the amount of the cancellation fee from any refund that may be owed to Buyer. If down payment amount(s) already made are less than the cancellation fee, Seller shall apply the full down payment amount(s) to the payment of the cancellation fee and Buyer will pay the remaining cancellation fee balance within ten (10) business days after receiving written notice of the balance due. If no down payment has been made by Buyer at the time of cancellation, Buyer shall pay to Seller the entire cancellation balance within ten (10) business days of receipt of written notice from Seller stating the cancellation fee balance that is due.
3. **DELIVERY AND PLACEMENT OF EQUIPMENT.** Seller agrees to deliver the Equipment to the site location listed on the Agreement (the "**Site**"). Buyer warrants and represents that it has exercised due diligence and care in selecting a suitable site for the Equipment, shall clearly mark the site of placement and shall direct Seller on exact placement and orientation of the Equipment. Upon request from Buyer and for an additional fee, Seller will perform a site visit and make recommendations on placement as it relates to site accessibility and layout. Buyer further warrants that the Site will have (1) safe access free from encumbrances; (2) a level pad, which is hereby defined as having no greater than a 4-inch drop in 40 feet (length) and no greater than a 1-inch drop in 8 feet (width); and (3) adequate soil bearing pressure of not less than 1500 psf, except in the state of Florida, where the minimum soil bearing pressure is 2000 psf. Following delivery, Seller will remove all Seller-owned Equipment such as plywood, tools, etc. prior to or at the time of building acceptance. Buyer is responsible for all necessary permits, utility hookups, and Site preparation.
4. **INSPECTION AND ACCEPTANCE.** Following delivery and setup of the Equipment, Buyer shall inspect the Equipment within forty-eight (48) hours of substantial completion and provide immediate written notice to Seller specifying defects, if any, which Buyer observes. If Buyer fails to provide such notice within four (4) days following substantial completion of the project, it shall be conclusively presumed between Buyer and Seller that Buyer has inspected the Equipment and that all Equipment is in conformance with the Agreement and has been accepted by Buyer.
5. **BUYER AGREEMENTS.** Buyer agrees that Seller may insert in the Agreement, the serial number and other identification data relating to the Equipment when ascertained by Seller.
6. **LOSS OR DAMAGE.** All risk of loss or damage to the Equipment shall transfer to Buyer upon delivery of the Equipment to the site location. Buyer agrees to indemnify and hold Seller harmless from any loss resulting from the theft, destruction or damage to the Equipment. The cost of any required repairs shall be borne by Buyer. Any loss of or damage to the Equipment shall not alleviate Buyer's obligation to pay Seller any remaining balance of the Purchase Price existing at the time of the loss.
7. **INSURANCE.** Upon delivery of the Equipment and until Buyer has paid for the Equipment in full, Buyer shall provide, maintain, and pay all premiums for property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value and will name Seller as loss payee of the proceeds, unless Buyer has paid Seller the entire purchase price in full prior to the scheduled delivery of the Equipment. This coverage will extend to all property of Seller located at the delivery site during the installation. Upon receipt of the proceeds of any insurance, Seller will refund to Buyer any amounts in excess of the balance due Seller by the Buyer in fulfilling the obligations specified herein. Notwithstanding the above, Buyer shall also provide, maintain, and pay all premiums for general liability insurance in the amount of \$1,000,000.00 (one million dollars) and name Seller as an additional insured. All insurance shall be with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty (30) days prior written notice to Seller. Buyer shall deliver to Seller insurance certificates, or evidence of insurance proving the existence of policies meeting the above requirements, upon execution of the Agreement. Seller may require Buyer's insurance carrier to be licensed to do business in the state where the Equipment is being sold. Buyer's obligation to provide said insurance will cease once Equipment has been paid for in full and pursuant to Section 2.



a Division of McGrath RentCorp
 Corporate Headquarters
 5700 Las Positas Rd
 Livermore, CA 94551
 925-606-9000
 www.mgrc.com

Sale Quotation and Agreement	
Quote #	Q-436872
Date of Quote	04/09/2024
Quote Expiration Date:	05/09/2024
Estimate Del Date	04/09/2024
Buyer PO#:	

Item 18.

8. WAIVER AND INDEMNIFICATION.

(a) Buyer hereby waives and releases all claims against Seller for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment and (ii) injuries to Buyer, Buyer's agents and third persons. Seller shall not be liable for any consequential, incidental, or special damages of any kind (including, but not limited to damages for loss of use or of profit by Buyer or any other party; or for any collateral damages), whether or not caused or continued by Seller's negligence or delay, which may result from or arise in connection with the manufacture, delivery, installation, checkout or use of the Equipment or in connection with the services rendered by Seller hereunder.

(b) Buyer shall indemnify and hold Seller (and its agents and employees) harmless from and against any and all claims, actions or proceedings and any and all damages, liabilities, losses, costs and expenses (including attorney fees) arising out of or in connection with the Agreement, including all damages, liabilities, losses, costs and expenses arising from Seller's negligence. If the foregoing obligation is not enforceable against Buyer under applicable law, Buyer agrees to indemnify and hold Seller harmless from damages, liabilities, losses, costs and expenses to the maximum extent permitted by applicable law.

9. TERMINATION FOLLOWING BREACH. In the event (a) of bankruptcy or insolvency of Buyer, or in the event any proceeding is brought by or against Buyer voluntarily or involuntarily, under the provisions of the Bankruptcy Code of the United States, for the appointment of a receiver or trustee or any assignment for the benefit of creditors of Buyer, or (b) that Buyer fails to make timely payments, or perform any of its other obligations, under the Agreement, and such failure or default is not cured within ten (10) days after written notice of such failure or default is provided by Seller, the Agreement automatically shall be terminated in the case of any event described in clause (a) above and may be terminated by Seller in the case of any event described in clause (b) above and, upon such termination, full payment pursuant to the terms of the Agreement shall become immediately due and payable from Buyer. In the event of any such breach or termination, Seller shall have all rights provided by law and under the terms and conditions of the Agreement, including but not limited to: repossession and disposal of the Equipment (and, if any personal property shall remain located in the Equipment at such time, Buyer consents to Seller's possession and disposal or destruction of such personal property without notice or accounting to Buyer) and recovery of attorney's fees and other reasonable costs and expenses associated with any breach or termination (including any such disposal or destruction), shall be reimbursed by Buyer on demand of Seller.

10. GOVERNING LAW. Buyer and Seller agree that the Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

11. JURISDICTION.

(a) If the law of the State of Maryland or Virginia shall apply to the Agreement, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 9, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) If the law of any State other than Maryland shall apply to the Agreement, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Buyer or Seller as a result of any dispute regarding matters arising in connection with the Agreement. Further, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 9, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

12. SELLER'S EXPENSES. Buyer shall pay Seller all costs and expenses, including reasonable attorneys' fees, incurred by Seller in exercising any of the terms, conditions or provisions of the Agreement.

13. LICENSE AND TRANSFER FEE(S). If so listed on the Agreement, the Purchase Price includes license and/or transfer fees. Buyer will be billed directly by the State for future annual license fees where applicable.

14. COMPLIANCE WITH LAW. Buyer assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Buyer's lawful operation, use, possession and occupancy of the Equipment. Buyer agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment; and to indemnify and hold Seller harmless from any and all fines, forfeitures, seizures, penalties or other liabilities that may arise from any infringement or violation of any such law, rule, regulation or order.

15. FEDERAL CONTRACTOR. As a federal contractor, Seller's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a)). **Seller shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

16. MISCELLANEOUS.

(a) **MODIFICATIONS AND AMENDMENTS.** Representations and warranties made by any person, including agents and representatives of Seller, which are inconsistent or conflict with the terms of the warranty contained in Section 1 of the Incorporated Provisions on the website (including but not limited to the liability of Seller as set forth above) shall not be binding upon Seller unless reduced to writing and approved by



a Division of McGrath RentCorp
 Corporate Headquarters
 5700 Las Positas Rd
 Livermore, CA 94551
 925-606-9000
 www.mgrc.com

Sale Quotation and Agreement	
Quote #	Q-436872
Date of Quote	04/09/2024
Quote Expiration Date:	05/09/2024
Estimate Del Date	04/09/2024
Buyer PO#:	

Item 18.

an officer of Seller. Notwithstanding the foregoing, from time to time, Buyer or Seller may request modifications to the scope of work hereunder, which at the sole option of the Seller may be accepted and thus alter the final price stipulated herein. These changes in scope will be deemed approved by Buyer when evidence of work performance is presented by Seller.

(b) **NO WAIVER.** Failure of Seller to enforce any term or condition of the Agreement shall not constitute waiver of any rights stipulated herein, nor shall it in any manner affect the rights of Seller to enforce any of the provisions stated herein. Waiver by Seller of any provision of the Agreement shall be valid only as provided in subsection (a) above and only with respect to the specific matter to which such waiver relates.

(c) If the law of the State of North Carolina shall apply to the Agreement, the does not constitute a "construction contract" or otherwise relate to the improvement of real estate or the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance.

17. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Seller and Buyer regarding the subject matter hereof. If any part of the Agreement is found to be invalid or illegal, Buyer and Seller agree that only the invalid or illegal portion of the Agreement will be eliminated.

Sale Terms and Conditions, Rev12/12/16



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 05/21/2024

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

TITLE: 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

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

SUMMARY:

<i>Vendor Name</i>	<i>Total Cost</i>
Ponder Company, Inc	\$120,000

PURPOSE OF REQUEST:

The multipurpose court was originally designed as a futsal court, but as other amenities’ needs continued to rise, the court was converted to house crossfit, volleyball and pickleball. The original flooring is not compatible with these amenities and a new surface with new sport lines is being requested due to wear and tear of existing flooring. Staff received a proposal from Ponder Company, Inc in the amount of \$107,187.00 for removal of the old floor and installation of new flooring with new sport lines through their BuyBoard contract #641-21. A contingency has been added to cover fluctuating material costs making the total \$120,000 for the project.

State purchasing law, Local Government Code, Chapter 271.02 authorizes local governments to enter into joint contracts and cooperative agreements for the performance of government functions normally associated with the operation of government, such as purchasing of necessary material, services and supplies. The City of Grand Prairie does not need to competitively bid items purchased through such agreements as they have already been bid by the sponsoring entity. The City of Grand Prairie has a master interlocal cooperative agreements with TXMAS.

BuyBoard is able to save money by pooling the impressive purchasing power of their members, which include hundreds of school districts, municipalities, counties, other local governments, and nonprofits across Texas. They use the power of numbers as leverage to get better prices with the same vendors we use now.

PROCUREMENT DETAILS:

Procurement Method: Cooperative/Interlocal

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:EPIC Center	CIP Fund – 320893 2402003 63010
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If Capital Improvement:					
Total Project Budget	\$1,665,000	Proposed New Funding:	\$0.00	Remaining Funding:	\$0.00

PONDER COMPANY, INC.

6825 LEVELLAND, #3B***DALLAS, TEXAS 75252

PH--972-248-9001***FAX--972-248-9002

PROPOSAL/AGREEMENT

Item 19.

TO: Epic
Attn: Daniel Cauthen

28-Mar-24

JOB LOCATION: Rubber Gym/Cross fit area

WE PROPOSE TO FURNISH THE FOLLOWING:

Materials and labor to tear out, haul off existing rubber flooring and clean the slab. Then, materials and labor to install approx. 7,068 SF of a new Robbins Classic 110 and approx. 1,064 SF of Pulastic GT100. systems be tied together, and to include, the classic 110 9mm shock pad and the GT100 pad glued to the clean slab, then the pad will be sealed with EG sealer, then two lifts of GM2500 resin will be installed equaling 2mm. Then Robbins Top coat will be roller applied and court will be striped per layout with the logo. Ponder will install cove base where the floor meets the walls and rubber transitions at the doors.

CONTRACT TO BE COMPLETED FOR THE SUM OF: **\$107,187.00** Tax not included

Exclusions: Slab levelness, removal of any equipment, protection of finished floor, P&P Bond(.94%), and any sales tax.

TERMS: Net 30 days.
BuyBoard#641-21

ACCEPTED BY:

PONDER COMPANY, INC.

TITLE: _____

BY: Abby Mitchell

Abby Mitchell/ Ponder Company, Inc.

DATE: _____

- (1) This proposal is made for acceptance within 15 days and subject to conditions herein.
- (2) All payments due at Ponder Company, Inc. As shown on this address.
- (3) Failure to pay in accordance with terms contained herein will breach this contract and all work will cease.
- (4) All prices and agreements are contingent upon strikes, accidents, and other causes unavoidable or beyond our control.
- (5) Goods proven defective will be repaired/replaced, but no claims for damages incurred, or work, will be allowed.
- (6) It is agreed that no back charges of any nature will be made against Ponder Company, Inc.
- (7) Title of said materials shall not pass until cash payment in full is received by Ponder Company, Inc.



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 05/21/2024

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

TITLE: 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

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

SUMMARY:

<i>Vendor Name</i>	<i>Total Cost</i>
Marathon Fitness	\$112,148.00
Advanced Exercise	\$16,606.19
BSN Sports	\$2,842.10
Total	\$131,596.29

PURPOSE OF REQUEST:

Due to the heavy usage and wear and tear on the fitness equipment at the Summit from 6am-8pm daily, we are needing to replace 7 recumbent bikes (Marathon Fitness), 6 treadmills (Marathon Fitness), 3 SciFit rehabilitation machines (Advanced Exercise), and 2 rowers (BSN Sports).

PROCUREMENT DETAILS:

Procurement Method: Cooperative/Interlocal

FINANCIAL CONSIDERATION:

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

If Capital Improvement:					
Total Project Budget	\$136,502.46	Proposed New Funding:	\$0	Remaining Funding:	\$4,906.17



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 05/21/2024

PRESENTER: Ray Riedinger, Facility Services Manager, General Services

TITLE: 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

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

SUMMARY:

<u>Vendor Name</u>	<u>Annual Cost</u>	<u>Total Cost</u>
The Brandt Companies	\$175,000	\$525,000

PURPOSE OF REQUEST:

This annual contract will be for plumbing services and supplies to be used on an "as needed basis" for the maintenance and repair of City owned facilities. This contract will be effective April 1, 2024 and will expire March 31, 2025 with the option to renew for two additional one-year periods. The annual contract cost of *up to* \$175,000 takes into account increased maintenance and repair expenses associated with keeping facilities in service as reflected in the funding history.

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

The City of Grand Prairie has a master inter-local cooperative agreements with various entities including BuyBoard. The Brandt Companies through their BuyBoard Contract #733-24 has been recommended due to their previous work with the city.

FUNDING HISTORY (2 to 3 yrs info):

	<u>Amount</u>	<u>Approval Date</u>	<u>Reason</u>
Mar '22 – Feb '23	\$68,768		plumbing expenses
Mar '23 – Feb '24	\$147,702		plumbing expenses
<u>TOTAL:</u>	\$216,470		

PROCUREMENT DETAILS:

Procurement Method: Cooperative

FINANCIAL CONSIDERATION:

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

MEETING DATE: 05/21/2024

PRESENTER: Colby Frantz, Manager of Fleet Services

TITLE: 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)

REVIEWING COMMITTEE:

SUMMARY:

<u>Vendor Name</u>	<u>Annual Cost</u>	<u>Total Cost</u>
Houston Freightliner		\$590,023.50

PURPOSE OF REQUEST:

This vehicle will be added to the fleet as a replacement for (1) 2015 Hydro-Excavator in Engineering/Utility Services – Water Distribution according to the city replacement/improvement schedule and is included in the FY 2023/2024 Approved Budget. The vehicle is being sourced from Houston Freightliner due to availability, due to the three Freightliner dealers in the DFW Metroplex not having this available for purchase locally. There are currently no electric vehicles that meet the duty requirements and needs fulfilled by this unit. The vehicle is:

- one (1) new Freightliner 114SD Plus Hydro-Excavator with Vac-Con System (\$590,023.50)

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

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

PROCUREMENT DETAILS:

Procurement Method: Cooperative - HGAC

FINANCIAL CONSIDERATION:

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

MEETING DATE: 05/21/2024

PRESENTER: Mark Divita, Airport Director

TITLE: 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

REVIEWING COMMITTEE: (Reviewed by the Public Safety, Health & Environment Committee on May 13, 2024)

SUMMARY:

<u>Vendor Name</u>	<u>Annual Cost</u>	<u>Total Cost</u>
CI Pavement		\$56, 837.50

PURPOSE OF REQUEST:

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

Approval of this item will allow the City to perform routine maintenance comprising of removal and replacement of concrete sections utilizing TxDOT-Aviation guidelines about the airport to ensure the pavement is properly maintained according to FAA specifications for safety of flight safety and aircraft operations. Funds will be reimbursed by the TxDOT- Aviation RAMP Grant. Work shall begin on or after June 1, 2024, and be completed no later than July 31, 2024

EXPENDITURE HISTORY (2 to 3 yrs info):

	<u>Amount</u>	<u>Approval Date</u>	<u>Reason</u>
<i>Original Contract:</i>	\$42,980.34	7/20/2023	Seal coat and asphalt milling
<i>Change Order #</i>			
<u>TOTAL:</u>			

PROCUREMENT DETAILS:

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

Local Vendor HUB Vendor

Number of Responses:

RFP/RFB #:

Selection Details: Low Bid Best Value

FINANCIAL CONSIDERATION:

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

1- CI Pavement Quote



Estimate

101 Josephine
 Grand Prairie, TX 75050
 (972) 721-9796 Phone • (972) 721-1755 Fax

Estimate: **17768**
 Estimate Date: 25 Apr 2024
 Estimate Expires: **25 May 2024**
 Job Name: GRAND Prairie Muni...
 Sales Rep: Brad McClendon
 Sales Rep Cell: (214) 518-0064

Prepared For
GRAND Prairie Municipal Airport Mike Day 3116 S. Great southwest pky Grand Prairie, TX 75052

SERVICE LOCATION
3116 S. Great southwest pky TIPS Contract # 23060202, No # 10 Grand Prairie, TX 75052

Qty	Description	Price	Total
6	Concrete - Repair SF: 6 Areas: 4 CY: PSI & DEPTH: See Notes REBAR See Notes SIZE/SPAC: #4 dowel only Dowels & Epoxy: Dowel caps?: Runway repairs 8" 4000 psi 1. Sawcut, excavate and remove damaged concrete and related debris from job site. 2. Rework and compact base with vibratory compactor as needed. 3. Install cushion sand pad as necessary. 4. Drill and dowel vertical surfaces on adjacent concrete (details above) 5. Install specified concrete with rebar 6. Saw control joints 1/3 concrete depth minimum to match existing or a maximum 15' on center and perimeter of each repair. 7. Hand trowel and broom to finish. ***Not responsible for irrigation or items buried in concrete. *****Must be done at night with Flexkrete	333.34	2,000.00
3487	Concrete - Repair SF: 3487 Areas: 9 CY: 165 PSI & DEPTH: 4000 - 6" REBAR #4 - 12"o.c. SIZE/SPAC: #4 dowel only Dowels & Epoxy: Dowel caps?:	14.12	49,236.44



Estimate

101 Josephine
 Grand Prairie, TX 75050
 (972) 721-9796 Phone • (972) 721-1755 Fax

Estimate: **17768**
 Estimate Date: 25 Apr 2024
 Estimate Expires: **25 May 2024**
 Job Name: GRAND Prairie Muni...
 Sales Rep: Brad McClendon
 Sales Rep Cell: (214) 518-0064

1. Sawcut, excavate and remove damaged concrete and related debris from job site.
2. Rework and compact base with vibratory compactor as needed.
3. Install cushion sand pad as necessary.
4. Drill and dowel vertical surfaces on adjacent concrete (details above)
5. Install specified concrete with rebar
6. Saw control joints 1/3 concrete depth minimum to match existing or a maximum 15' on center and perimeter of each repair.
7. Hand trowel and broom to finish.

***Not responsible for irrigation or items buried in concrete.

** Excludes runway areas covered in item 1

**** Excludes area #10 changing asphalt to concrete

9	Trench Drain	Type:		135.00	1,215.00
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INSTALL DRIVABLE DRAIN:

1. Sawcut, excavate and remove concrete and related debris from job site at trenching area.
2. Rework and compact base with vibratory compactor as needed.
3. Install cushion sand pad as necessary.
4. Drill and dowel vertical surfaces on adjacent concrete.
5. Install metal grate drain.
6. Install 6" of 400 PSI concrete with #4 rebar on 18" centers.
7. Saw control joints to match existing or a maximum 15' on center and perimeter of each repair.
8. Hand trowel and broom to finish.

*Not responsible for irrigation or items buried in concrete.

*** connect to drain line in next panel

1	Stripe	Type:	Restripe	950.00	950.00
		LF:			
		Color:	See Notes		
		Width:	6"		

Stripe all areas of repairs / Yellow paint with glass beads

280	Crack Sealing - Under 1/2" Hot	Linear Feet:	280	4.46	1,250.00
		Boxes:	2		

Crackseal damaged areas --

Cracks 1/8" to 1/2" will be cleaned by removing all grass, dirt, and loose foreign material. The cleaned cracks will then be sealed with a hot rubber asphalt compound. THIS IS A UNIT PRICE BID. This estimate is based upon 250 linear feet per box of sealant. Should CI Pavement use the entire allotted boxes, the owner will be notified immediately for approval before additional material is used. This bid does not include



Estimate

101 Josephine
Grand Prairie, TX 75050
(972) 721-9796 Phone • (972) 721-1755 Fax

Estimate: **17768**
Estimate Date: 25 Apr 2024
Estimate Expires: **25 May 2024**
Job Name: GRAND Prairie Muni...
Sales Rep: Brad McClendon
Sales Rep Cell: (214) 518-0064

alligator cracks or the delineation line between concrete curb and asphalt lot.

1	Fuel Surcharge	2,186.06	2,186.06
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Total	56,837.50
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EXCLUSIONS, UNLESS OTHERWISE NOTED:

Damage to underground utilities or graffiti on new pavement, bonds, testing, engineering, permits, utility adjustments, landscaping, irrigation, pre-existing drainage issues or subgrade deficiencies. Work performed on weekends may incur additional charges and any alteration from the above specifications involving additional costs will be executed only upon written order.

ACCEPTANCE & PAYMENT:

The above prices, specifications and conditions are satisfactory and are hereby accepted; CI Pavement is authorized to complete the work as specified. Any invoice past due will be subject to a late fee compounded at 2% per month prorated. Major credit cards are accepted, subject to a 4% convenience fee. CI Pavement reserves the right to file a preliminary lien notices and retains all lien rights. Taxes can be waived only upon receipt of a tax exemption certificate. 3rd party charges or undisclosed invoicing/contract portal fees will be passed through and added to invoice. Different service offerings may be invoiced separately as substantial completion is attained.

Quote Accepted By: _____



CITY OF GRAND PRAIRIE
COMMUNICATION

MEETING DATE: 05/21/2024

PRESENTER: Peter Sime, Director – Grand Public Library System

TITLE: Reject all bids from RFB #24104 for library mobile app

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

SUMMARY:

<i>Vendor Name:</i>	SIRSIYDNIX and KADDOTECHNOLOGIES
<i>Synopsis:</i>	Reject Bids for Library Mobile App
<i>Recommendation:</i>	Approve

PURPOSE OF REQUEST:

Notice of bid #24104 was advertised in the Fort Worth Star-Telegram and Planet Bids; it was distributed to 293 vendors including 290 HUBs. Two bids were received.

The department is rejecting all bids received as part of RFB #24104 because neither bidder was able to meet specifications or meet the city’s needs.

FINANCIAL CONSIDERATION:

None



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 05/21/2024

PRESENTER: Ryan Simpson, Assistant Director of Police

TITLE: 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

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

PURPOSE OF REQUEST:

The Police Department’s Detention Center utilizes an inmate communication system that allows arrested individuals the ability to communicate with their family and friends via phone or video chat.

Our current contract with Securus Technologies expired on April 30, 2024. The City issued Request for Proposal #24034 on December 15, 2023. Proposal packets were available on Planet Bids and two (2) responses were received for evaluation and scored for best value (Bid Summary). Securus Technologies scored highest and is recommended for award.

Calling cards are purchased to utilize the inmate communication system. The City will receive 68% of the monthly revenues from these purchases. Revenues received are deposited in the General Fund.

REVENUE HISTORY:

	<i><u>Revenue History</u></i>	<i><u>Approval Date</u></i>	<i><u>Reason</u></i>
<i><u>FY 2021</u></i>	\$61,843	2/1/2018	Annual Contract
<i><u>FY 2022</u></i>	\$26,725		
<i><u>FY 2023</u></i>	\$24,624		
<i><u>FY 2024 YTD</u></i>	\$10,934		
Total:	\$124,126		

PROCUREMENT DETAILS:

Procurement Method: RFP HUB Vendor
 Number of Responses: Two RFP #: 24034
 Selection Details: Best Value

FINANCIAL CONSIDERATION:

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

- 1- Bid Summary
- 2- Score Card

Inmate Communication System

Item 25.

RFP #24034

Description	Securus Call Rate Per Minute	NCIC Call Rate Per Minute		
Local, Intra, and Interstate Calls (Prepaid/Collect)	\$0.21	\$0.16		
International Calls	\$0.21	\$0.16-\$0.99		
Description	Securus Commission	NCIC Commission		
Telephone Commission	68% on calls	74% of Gross Call Revenue		
Product	Securus Rate	Securus Commission	NCIC Rate	NCIC Commission
Video Visitation	\$12.99 per visit	20%	\$0.20 per minute (\$0.00 onsite video visitation)	25%
eMessaging	\$0.50	20%	\$0.25 -\$0.35	25%
Fee Description	Securus Fee Amount	NCIC Fee Amount		
Processing Fee for Payments via Live Agent	\$3.00	\$5.95		
Processing Fee for Payments via IVR, Website, Mobile App)/Automated Operator & Web Transaction Fee	\$5.95	\$3.00		



Evaluation Score Card
 Inmate Communication System
 RFP #24034

Network Communications International Corp Longview, TX	Securus Technologies Carrollton, TX
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Evaluation Criteria	Maximum Score	Score	Score
Fee Proposal	80.00	58.67	64.00
Management Proposal	50.00	36.67	43.33
Technical Response/Requirements	170.00	113.33	136.00
Fuctional Requirements	120.00	64.00	104.00
Total	420.00	272.67	347.33
Complete and accurate bid			
Notes			

Bid Tabulator: Laura Herrera
 Bid Open Date: Friday, March 8, 2024

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



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 05/21/2024

PRESENTER: Ryan Simpson, Assistant Director of Police

TITLE: 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

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

SUMMARY:

<u>Vendor Name</u>	<u>Annual Cost</u>	<u>Total Cost</u>
Siddons-Martin Emergency Group	\$392,230.80	\$392,230.80

PURPOSE OF REQUEST:

The Police Department continues to experience challenges with supply chain issues and manufacturer delays, as well as new vehicles and emergency equipment. As new vehicles arrive from the dealerships, the Department is seeking ways to expedite the installation of the emergency equipment and placement of the vehicles in service. Historically, the Police Department has used one primary vendor for the purchase and installation of emergency equipment. The Police Department is seeking to expand the use of multiple vendors for this task. The Department is proposing to begin using Siddons-Martin Emergency Group as one of its vendors for these services. Staff believes that transitioning to using multiple vendors will help the Department overcome delays, place vehicles in service faster, thus allowing us to retire end-of-life vehicles and provide better service to the community.

PROCUREMENT DETAILS:

Procurement Method: Cooperative (Buyboard, contract 651-21)

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	General Fund
Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	Equipment Acquisition Fund
Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	Community Policing Fund



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 05/21/2024

PRESENTER: Sara Dedluk, Marketing and Community Supervisor, Tourism Department

TITLE: 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)

REVIEWING COMMITTEE:

SUMMARY:

<i>Vendor Name</i>	<i>Annual Cost</i>	<i>Total Cost</i>
Highland Market Research	N/A	\$90,000.00

PURPOSE OF REQUEST:

Local Government Code Chapter 252 provides an exception from the competitive bid process for the procurement of personal, professional, or planning services. Highland Market Research, LLC (HMR) was selected as the most qualified professional due to their specific experience in state grant administration for major events. Highland Market Research is assisting the City of Grand Prairie in developing the necessary deliverables for application to event funding programs under the Texas Major Event Reimbursement Program (MERP) and the Texas Event Trust Fund Program (ETF). HMR will continue to ensure comprehensive application preparation and submission for several key events in 2024. These events include, but are not limited to, the Major League Cricket (MLC) National Championship and a series of matches within the ICC Men’s T-20 World Cup. HMR will provide economic impact studies, affidavits, site selection letters, endorsement letters, and other required forms. The consulting firm will also assist with post-event reporting and other reporting as required by the funding entity.

EXPENDITURE HISTORY (2 to 3 yrs info):

	<u>Amount</u>	<u>Approval Date</u>	<u>Reason</u>
<i>Original Contract:</i>	\$45,000	02/09/2023	Not To Exceed
<i>Extended Contract:</i>	\$45,000		To Request Additional Funds
TOTAL:	\$90,000		

PROCUREMENT DETAILS:

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

Local Vendor HUB Vendor

Number of Responses: _____ RFP/RFB #: _____

Selection Details: Low Bid Best Value

FINANCIAL CONSIDERATION:

Budgeted?	<input type="checkbox"/>	Fund Name:	Hotel Motel Tax Fund Cricket Fund
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ATTACHMENTS / SUPPORTING DOCUMENTS:

1- Quote

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)
Hotel Motel Tax Fund		22,500
Cricket Fund		22,500

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 21ST DAY OF MAY 2024.

Highland Market Research, LLC
716 E Hill St
Keller, Texas 76248
Phone (817) 308-2850
angie@highlandmarketresearch.com



Economic Impact Analysis Proposal

Date: February 9, 2023

To: Kay Brown-Patrick
Business Manager
Grand Prairie Texas Economic Development

Subject: 2023 Major League Cricket National Championship &
2024 ICC Men's T20 World Cup

Highland Market Research, LLC (HMR) proposes assistance with the process for the development of the necessary deliverables required to apply for event funding consideration under the Texas Major Event Reimbursement Program (MERP) and/or the Texas Event Trust Fund Program (ETF).

HMR understands that the City of Grand Prairie is currently contemplating applications for two events: the 2023 Major League Cricket (MLC) National Championship and a series of matches within the 2024 ICC Men's T-20 World Cup.

It is anticipated that HMR will assist the City of Grand Prairie with the development and/or consultation of the following deliverables for either or both events currently being considered.

➤ **Event Application**

- 1. Economic Impact Study (including incremental projections for MERP)
- 2. Affidavits from Requesting City
- 3. Event Application
- 4. Site Selection Letter
- 5. Endorsement Letter
- 6. Event Support Contract
- 7. Anti-Trafficking Plan (MERP only)

➤ **Post-Event Attendance Report**

- 1. Attendance Verification Certification
- 2. Required Supporting Documentation

➤ **Disbursement Request**

- 1. Review of Event Support Contract Requirements
- 2. Development of Required Documentation
- 3. Disbursement Request Worksheet
- 4. Disbursement Request Certification Form

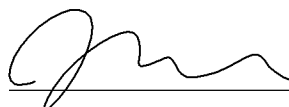
Proposed Budget

At the conclusion of each month, Highland Market Research will submit a detailed invoice for the number of hours worked related to the 2023 MLC National Championship and the 2024 T-20 World Cup. The hourly rate will be billed at \$500 per hour.

This proposal is valid through September 30, 2023, at which time the City of Grand Prairie and HMR can re-evaluate terms and/or extension.

Total professional fees through 10/30/2023not to exceed \$45,000

As the ETF and MERP programs are dynamic and subject to legislative and procedural changes, Highland Market Research reserves the right to amend this proposal in the event of programmatic changes during the process of the event lifecycles. HMR does not guarantee funding under the ETF or MERP programs as final consideration and approval is subject to the State of Texas.



Angie Highland, President & CEO

Highland Market Research, LLC
 Fort Worth, Texas
 Phone (817) 308-2850
 www.highlandmarketresearch.com
 angie@highlandmarketresearch.com



Texas Event Trust Fund & Major Event Reimbursement Fund Proposal

Date: November 13, 2023

Highland Market Research, LLC (HMR) proposes assistance with the process for the development of the necessary deliverables required to apply for event funding consideration under the Texas Major Event Reimbursement Program (MERP) and/or the Texas Event Trust Fund Program (ETF).

HMR understands that the City of Grand Prairie is currently contemplating applications for several events in 2024 including, but not limited to, the Major League Cricket (MLC) National Championship, Fairbreak Invitational, and a series of matches within the ICC Men's T-20 World Cup.

It is anticipated that HMR will assist the City of Grand Prairie with the development and/or consultation of the following deliverables for either or both events currently being considered.

➤ **Event Application**

1. Economic Impact Study (including incremental projections for MERP)
2. Affidavits from Requesting City
3. Event Application
4. Site Selection Letter
5. Endorsement Letter
6. Event Support Contract
7. Anti-Trafficking Plan (MERP only)

Event applications are due four (4) months prior to the first day of the event for Event Trust Fund (ETF) applications and forty-five (45) days prior to the first day of the event for the Major Event Reimbursement Program (MERP). HMR will work directly with the event producers to build the

economic impact studies that will be used as the basis for the pieces of each event application. HMR will also draft all the documents required in the event application for the review and approval of the event producers and the City of Grand Prairie. Upon final acceptance of all application materials, HMR will prepare the final electronic application document and deliver it to the City of Grand Prairie for official submission to the State of Texas.

➤ **Post-Event Attendance Report**

1. Attendance Verification Certification
2. Required Supporting Documentation
3. Submission of Local Share

Post-event attendance reports are due within forty-five (45) days after the conclusion of each event regardless of ETF or MERP status. HMR will work directly with the event producers to collect the necessary data (ticket sale reports, participant totals, etc....). Additionally, HMR will analyze the data and prepare the attendance reports to be delivered to the City of Grand Prairie for submission to the State of Texas. Upon approval of the post-event attendance report, the City of Grand Prairie will be required to submit the local share to the State of Texas. Wiring instructions will be included for the City within the approval documents of the post-event attendance report.

➤ **Disbursement Request**

1. Review of Event Support Contract Requirements
2. Development of Required Documentation
3. Disbursement Request Worksheet
4. Disbursement Request Certification Form

Disbursement requests are due within six (6) months of the conclusion of the event regardless of ETF or MERP status. HMR will work directly with the event producers to secure the required documents required as part of the disbursement request process. Once completed, HMR will provide the City of Grand Prairie with the final disbursement request packet for official submission to the State of Texas.

Proposed Budget

At the conclusion of each month, Highland Market Research will submit a detailed invoice for the number of hours worked related to each specific event. The hourly rate will be billed at \$500 per hour.

This proposal is valid through September 30, 2024, at which time the City of Grand Prairie and HMR can re-evaluate terms and/or extension.

Total professional fees through 10/30/2024not to exceed \$45,000

As the ETF and MERP programs are dynamic and subject to legislative and procedural changes, Highland Market Research reserves the right to amend this proposal in the event of programmatic changes during the process of the event lifecycles. HMR does not guarantee funding under the ETF or MERP programs as final consideration and approval is subject to the State of Texas.



Angie Highland, President & CEO



**CITY OF GRAND PRAIRIE
RESOLUTION**

MEETING DATE: 05/21/2024

PRESENTER: Noreen Housewright, Director of Engineering/Utilities Services

TITLE: 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

**REVIEWING
COMMITTEE:**

PURPOSE OF REQUEST:

The City currently charges impact fees which, by state law, are required to be reviewed and updated. Prior to reviewing and considering an update to the impact fees, the City must adopt Land Use Assumptions (LUA) and a Capital Improvements Plan (CIP). The land use assumptions will provide the anticipated land uses and development expected within the next 10 years and the capital improvements plan will provide a master plan for the water/wastewater infrastructure which is anticipated to be needed to serve the water and wastewater needs of the City of Grand Prairie’s service area. Prior to the LUA and CIP being adopted by City Council, a public hearing must be held and the Capital Impact Advisory Committee (CIAC) must make a recommendation to City Council. The purpose of this resolution is to establish the public hearing date for the consideration of the LUA and CIP as required by state law.

BODY

A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, ESTABLISHING A PUBLIC HEARING DATE OF JULY 16, 2024 TO CONSIDER THE LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN FOR THE CITY OF GRAND PRAIRIE’S WATER AND WASTEWATER SERVICE AREA

WHEREAS, the City Council of Grand Prairie has an interest in receiving input from its citizens and other interested parties in regard to the land use assumptions and water and wastewater capital improvements plan; and

WHEREAS, such may be obtained by means of listening to testimony at a duly advertised public hearing; and

WHEREAS, such a public hearing is required by statutes of the State of Texas.

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

SECTION 1. A Public Hearing to consider the land use assumptions and capital improvements plan for the water and wastewater service area of the City of Grand Prairie, Texas is hereby called for July 16, 2024 to be held during the regular meeting of the City of Grand Prairie City Council.

SECTION 2. Notice of the Public Hearing shall be provided in accordance with applicable law.

SECTION 3. Prior to the first publication of the notice of hearing, the land use assumptions, time period of the projections, and a description of the capital improvement facilities that may be proposed shall be made available to the public.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 21ST DAY OF MAY 2024.



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 05/21/2024

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		
<u>TOTAL:</u>	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 21st DAY OF MAY 2024.

		Bid Tabulation				
		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
Item#	Description	% of Discount or Mark-Up				
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
Total	100.00	96.00	67.31	52.51	47.68	30.28



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 05/21/2024

PRESENTER: Ray Cerda, Director Parks, Arts and Recreation

TITLE: 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

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

SUMMARY:

<i>Vendor Name</i>	<i>Total Cost</i>
EarthWorks, Inc.	\$282,313.28

PURPOSE OF REQUEST:

The Summit Landscape and Irrigation Replacement will include the removal of the existing irrigation system and landscape material, the installation of a new irrigation system and landscape material, decorative rock, decomposed granite, site furniture including benches and landscape pots, pedestrian path lighting, and an additional 28 new trees. Notice of Bid #24072 was advertised in the Fort Worth Star Telegram and PlanetBids. EarthWorks, Inc. was selected based on their Base Bid amount of \$175,188.32; General Alternate (Pathway Lighting) in the amount of \$4,700; and Bid Alternate B (North Summit Area Beds) in the amount of \$102,424.96; for a total contract price of \$282,313.28 plus a 5% contingency in the amount of \$14,183.63 for a project total of \$296,428.94.

We are requesting \$23,950 from the Tree Preserve account for the additional 28 new trees at The Summit site and installation of the trees.

PROCUREMENT DETAILS:

Procurement Method: RFB

Number of Responses: 4 RFB #: 24072

Selection Details: Low Bid Best Value

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	Parks CIP Fund
Budgeted?	<input type="checkbox"/>	Fund Name:	Tree Preservation Fund

ATTACHMENTS / SUPPORTING DOCUMENTS:

1- Bid Summary

BODY

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

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

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

Fund	Revenue Increase (Decrease)	Expenditure Increase (Decrease)
Tree Preservation Fund		\$23,950

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 21ST DAY OF MAY 2024.



Bid Tabulation
The Summit Landscape and Irrigation Replacement
RFB # 24072

Zone	Item	Description / Location Name	QTY	UOM	Earthworks, Inc. Lillian, TX		AquaGreen Global, LLC Fort Worth, TX		C. Green Scaping, LP Dallas, TX		SRH Landscapes, LLC Dallas, TX	
					Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Zone A	1	Demolition of existing planting, trees and irrigation except as noted on sheet L111. Contractor to protect all existing drainage	1	lump sum	7,500.00	\$7,500.00	\$41,760.00	\$41,760.00	\$14,000.00	\$14,000.00	\$8,974.00	\$8,974.00
Zone A	2	Tree Removal of existing trees to be removed and disposed of per specifications on L111.	1	lump sum	1,500.00	\$1,500.00	\$7,000.00	\$7,000.00	\$4,200.00	\$4,200.00	\$2,380.00	\$2,380.00
Zone A	3	Removal of Existing Irrigation of existing irrigation to be removed and disposed of per specifications on L111.	1	lump sum	5,000.00	\$5,000.00	\$20,000.00	\$20,000.00	\$22,000.00	\$22,000.00	\$2,885.00	\$2,885.00
Zone A	4	Decomposed Granite - P.1 complete and in place per plans and specifications as shown on L511 and L521- L523	730	Square ft	3.00	\$2,190.00	\$13.00	\$9,490.00	\$10.40	\$7,592.00	\$10.50	\$7,665.00
Zone A	5	Concrete - P.2 complete and in place per plans and specifications as shown on L511, L522, and L523	80	Square ft		\$2,500.00	\$15.00	\$1,200.00	\$24.00	\$1,920.00	\$57.00	\$4,560.00
Zone A	6	Benches - S.1 complete and in place, installed per sheets L511 and L521-L523	2	each	7,665.00	\$15,330.00	\$2,500.00	\$5,000.00	\$5,400.00	\$10,800.00	\$9,045.00	\$18,090.00
Zone A	7	Pots - S.2 complete and in place, installed per sheets L511 and L521-L523	4	each	2,000.00	\$8,000.00	\$2,500.00	\$10,000.00	\$2,800.00	\$11,200.00	\$4,125.00	\$16,500.00
Zone A	8	Steel Edging - S.3 complete and in place per plans and specifications as shown on L511 and L521- L523	970	linear ft		\$6,508.00	\$3.00	\$2,910.00	\$9.00	\$8,730.00	\$18.50	\$17,945.00
Zone A	9	Boulder (3'x3'x3' MIN.) - S.4 complete and in place per plans and specifications as shown on L511 and L521- L523	14	each	125.00	\$1,750.00	\$1,000.00	\$14,000.00	\$540.00	\$7,560.00	\$685.00	\$9,590.00
Zone A	10	River Rock - S.5 complete and in place per plans and specifications as shown on L511 and L521- L523	1800	Square ft	8.80	\$15,840.00	\$12.00	\$21,600.00	\$9.20	\$16,560.00	\$14.50	\$26,100.00
Zone A	11	Canopy Tree - 100 gal. Mexican Sycamore	4	each	1,140.00	\$4,560.00	\$1,500.00	\$6,000.00	\$1,460.00	\$5,840.00	\$1,730.00	\$6,920.00
Zone A	12	Canopy Tree - 65 gal. Frontier Elm	1	each	950.00	\$950.00	\$1,250.00	\$1,250.00	\$1,240.00	\$1,240.00	\$1,550.00	\$1,550.00
Zone A	13	Canopy Tree - 100 gal. Bur Oak	1	each	1,140.00	\$1,140.00	\$1,250.00	\$1,250.00	\$1,460.00	\$1,460.00	\$1,650.00	\$1,650.00
Zone A	14	Ornamental Tree - 30 gal. Goldenball Leadtree	3	each	700.00	\$2,100.00	\$650.00	\$1,950.00	\$870.00	\$2,610.00	\$575.00	\$1,725.00
Zone A	15	Ornamental Tree - 30 gal. Vitex 'Shoal Creek'	6	each	500.00	\$3,000.00	\$650.00	\$3,900.00	\$740.00	\$4,440.00	\$615.00	\$3,690.00
Zone A	16	Shrubs -3 gal. Powis Castle Artemisia	36	each	30.00	\$1,080.00	\$45.00	\$1,620.00	\$33.00	\$1,188.00	\$35.00	\$1,260.00
Zone A	17	Shrubs - Havard's Agave	6	each		\$665.00	\$150.00	\$900.00	\$640.00	\$3,840.00	\$450.00	\$2,700.00
Zone A	18	Shrubs - 1 gal. Moonshine Yarrow	76	each	20.00	\$1,520.00	\$15.00	\$1,140.00	\$14.00	\$1,064.00	\$13.00	\$988.00
Zone A	19	Shrubs - 5 gal. Yellow Yucca	88	each	110.80	\$9,750.40	\$60.00	\$5,280.00	\$33.00	\$2,904.00	\$68.00	\$5,984.00
Zone A	20	Shrubs - 5 gal. Thunder Cloud Texas Sage	66	each		\$3,610.00	\$60.00	\$3,960.00	\$32.00	\$2,112.00	\$33.00	\$2,178.00
Zone A	21	Shrubs - 5 gal. Purple Diamond Loropetalum	30	each		\$2,103.23	\$60.00	\$1,800.00	\$30.00	\$900.00	\$45.00	\$1,350.00
Zone A	22	Shrubs - 5 gal. Gulf Muhly	6	each	69.71	\$418.26	\$60.00	\$360.00	\$29.00	\$174.00	\$32.00	\$192.00
Zone A	23	Shrubs - 5 gal. Don's Dwarf Wax Myrtle	39	each	69.71	\$2,718.69	\$60.00	\$2,340.00	\$32.00	\$1,248.00	\$40.00	\$1,560.00
Zone A	24	Shrubs - 3 gal. Turk's Cap	24	each	35.00	\$840.00	\$45.00	\$1,080.00	\$29.00	\$696.00	\$36.00	\$864.00
Zone A	25	Shrubs - 3 gal. Walker's Low Catmint	104	each	35.00	\$3,640.00	\$45.00	\$4,680.00	\$29.00	\$3,016.00	\$25.00	\$2,600.00
Zone A	26	Shrubs - 5 gal. Spineless Prickly Pear	6	each	69.71	\$418.26	\$75.00	\$450.00	\$36.00	\$216.00	\$45.00	\$270.00
Zone A	27	Shrubs - 5 gal. Russian Sage	69	each	55.00	\$3,795.00	\$60.00	\$4,140.00	\$31.00	\$2,139.00	\$35.00	\$2,415.00
Zone A	28	28 Shrubs - 7 gal. Dwarf Palmetto	26	each	69.71	\$1,812.46	\$125.00	\$3,250.00	\$52.00	\$1,352.00	\$85.00	\$2,210.00
Zone A	29	Shrubs - 3 gal. Colorguard Yucca	42	each		\$2,223.44	\$45.00	\$1,890.00	\$34.00	\$1,428.00	\$36.00	\$1,512.00
Zone A	30	Shrubs - 3 gal. Soft Leaf Yucca	45	each		\$2,381.85	\$45.00	\$2,025.00	\$30.00	\$1,350.00	\$36.00	\$1,620.00
Zone A	31	Groundcovers - Annual Color	44	each		\$3,170.03	\$30.00	\$1,320.00	\$4.00	\$176.00	\$11.00	\$484.00
Zone A	32	Groundcovers - 3 gal. Blond Ambition Grama	75	each	52.93	\$3,969.75	\$45.00	\$3,375.00	\$29.00	\$2,175.00	\$34.00	\$2,550.00
Zone A	33	Groundcovers - 1 gal. Sundrops	152	each	18.20	\$2,766.40	\$15.00	\$2,280.00	\$14.00	\$2,128.00	\$12.50	\$1,900.00
Zone A	34	Groundcovers - 1 gal. Purple Coneflower	143	each	18.20	\$2,602.60	\$15.00	\$2,145.00	\$14.00	\$2,002.00	\$11.50	\$1,644.50



Bid Tabulation
The Summit Landscape and Irrigation Replacement
RFB # 24072

					Earthworks, Inc. Lillian, TX		AquaGreen Global, LLC Fort Worth, TX		C. Green Scaping, LP Dallas, TX		SRH Landscapes, LLC Dallas, TX	
Item	Description / Location Name	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	
Zone A	35	Groundcovers - 1 gal. Dallas Red Lantana	64	each	18.20	\$1,164.80	\$15.00	\$960.00	\$11.00	\$704.00	\$11.00	\$704.00
Zone A	36	Groundcovers - 3 gal. Lirope Spicata	64	each	18.20	\$1,164.80	\$15.00	\$960.00	\$11.00	\$704.00	\$22.00	\$1,408.00
Zone A	37	Groundcovers - 1 gal. Purple Skullcap	160	each	18.20	\$2,912.00	\$15.00	\$2,400.00	\$14.00	\$2,240.00	\$11.00	\$1,760.00
Zone A	38	Common Bermuda Sod installed per L5 Series	3740	Square ft		\$12,561.35	\$1.50	\$5,610.00	\$0.60	\$2,244.00	\$1.25	\$4,675.00
Zone A	39	Bed Prep per L5 series and specifications	6310	Square ft		\$6,033.00	\$5.00	\$31,550.00	\$1.60	\$10,096.00	\$4.50	\$28,395.00
Zone A	40	Tree Bubbler Irrigation in accordance with plans and specifications	15	each		\$7,333.00	\$250.00	\$3,750.00	\$90.00	\$1,350.00	\$435.00	\$6,525.00
Zone A	41	Sod Pop-Up Spray Irrigation in accordance with plans and specifications	3740	Square ft		\$7,333.00	\$5.00	\$18,700.00	\$1.30	\$4,862.00	\$20.47	\$76,557.80
Zone A	42	Shrubs/Groundcover Pop-Up Spray Irrigation in accordance with plans and specifications	6310	Square ft		\$7,333.00	\$5.00	\$31,550.00	\$1.40	\$8,834.00	\$11.59	\$73,132.90
Zone A	43	Pot Irrigation per L5 series and specifications	4	each		\$2,000.00	\$500.00	\$2,000.00	\$340.00	\$1,360.00	\$145.00	\$580.00
SUBTOTAL	BASE BID					\$175,188.32		\$288,825.00		\$182,654.00		\$358,243.20
Alternate - General	45	Bollards Purchase and install of lighting equipment, complete and in place including foundation per manufacturer details. Ref schedule L301	7	each	500.00	\$3,500.00	\$1,250.00	\$8,750.00	\$3,110.00	\$21,770.00	\$2,510.00	\$17,570.00
Alternate - General	46	Electrical Purchase and install of running electricity to the bollards	1	lump sum	1,200.00	\$1,200.00	\$15,000.00	\$15,000.00	\$8,400.00	\$8,400.00	\$15,000.00	\$15,000.00
SUBTOTAL	Alternate General - Optional					\$4,700.00		\$23,750.00		\$30,170.00		\$32,570.00
Alternate - Zone B	47	Demolition of existing planting, trees and irrigation except as noted on sheet L111. Contractor to protect all existing drainage	1	lump sum	5,360.00	\$5,360.00	\$13,410.00	\$13,410.00	\$8,000.00	\$8,000.00	\$8,950.00	\$8,950.00
Alternate - Zone B	48	Tree Removal of existing trees to be removed and disposed of per specifications on L111.	1	lump sum	1,206.00	\$1,206.00	\$5,000.00	\$5,000.00	\$4,200.00	\$4,200.00	\$2,380.00	\$2,380.00
Alternate - Zone B	49	Removal of Existing Irrigation of existing irrigation to be removed and disposed of per specifications on L111.	1	lump sum	4,000.00	\$4,000.00	\$10,000.00	\$10,000.00	\$13,000.00	\$13,000.00	\$2,885.00	\$2,885.00
Alternate - Zone B	50	Concrete - P.2 complete and in place per plans and specifications as shown on L511, L522, and L523	60	Square ft		\$1,860.00	\$15.00	\$900.00	\$24.00	\$1,440.00	\$109.00	\$6,540.00
Alternate - Zone B	51	Benches - S.1 complete and in place, installed per sheets L511 and L521-L523	1	each	7,665.00	\$7,665.00	\$2,500.00	\$2,500.00	\$5,400.00	\$5,400.00	\$9,217.00	\$9,217.00
Alternate - Zone B	52	Decomposed Granite - P.1 complete and in place per plans and specifications as shown on L511 and L521- L523	650	Square ft	3.00	\$1,950.00	\$13.00	\$8,450.00	\$10.40	\$6,760.00	\$9.15	\$5,947.50
Alternate - Zone B	53	River Rock - S.5 complete and in place per plans and specifications as shown on L511 and L521- L523	300	Square ft	8.80	\$2,640.00	\$10.00	\$3,000.00	\$9.20	\$2,760.00	\$15.03	\$4,509.00
Alternate - Zone B	54	Boulder (3'x3'x3' MIN.) - S.4 complete and in place per plans and specifications as shown on L511 and L521-L523	6	each	125.00	\$750.00	\$1,000.00	\$6,000.00	\$540.00	\$3,240.00	\$696.00	\$4,176.00
Alternate - Zone B	55	Steel Edging - S.3 complete and in place per plans and specifications as shown on L511 and L521- L523	450	linear ft	6.70	\$3,015.00	\$3.00	\$1,350.00	\$9.00	\$4,050.00	\$18.50	\$8,325.00
Alternate - Zone B	56	Canopy Tree - 150 gal. Caddo Maple	2	each	3,000.00	\$6,000.00	\$1,650.00	\$3,300.00	\$3,080.00	\$6,160.00	\$3,000.00	\$6,000.00
Alternate - Zone B	57	Canopy Tree - 95 gal. Chinese Pistache	2	each	1,900.00	\$3,800.00	\$1,250.00	\$2,500.00	\$1,420.00	\$2,840.00	\$1,637.00	\$3,274.00
Alternate - Zone B	58	Ornamental Tree - 30 gal. Mexican Buckeye	3	each	800.00	\$2,400.00	\$650.00	\$1,950.00	\$890.00	\$2,670.00	\$750.00	\$2,250.00



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 RFB # 24072

					Earthworks, Inc. Lillian, TX		AquaGreen Global, LLC Fort Worth, TX		C. Green Scaping, LP Dallas, TX		SRH Landscapes, LLC Dallas, TX	
	Item	Description / Location Name	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Alternate - Zone B	59	Bed Prep per L5 series and specifications	3050	Square ft	5.00	\$15,250.00	\$5.00	\$15,250.00	\$1.60	\$4,880.00	\$4.50	\$13,725.00
Alternate - Zone B	60	Shrubs -3 gal. Powis Castle Artemisia	33	each	30.00	\$990.00	\$40.00	\$1,320.00	\$33.00	\$1,089.00	\$35.00	\$1,155.00
Alternate - Zone B	61	Shrubs - Havard's Agave	5	each	110.80	\$554.00	\$125.00	\$625.00	\$640.00	\$3,200.00	\$454.00	\$2,270.00
Alternate - Zone B	62	Shrubs - 1 gal. Moonshine Yarrow	47	each	20.00	\$940.00	\$15.00	\$705.00	\$14.00	\$658.00	\$13.00	\$611.00
Alternate - Zone B	63	Shrubs - 5 gal. Yellow Yucca	32	each	110.80	\$3,545.60	\$60.00	\$1,920.00	\$33.00	\$1,056.00	\$68.00	\$2,176.00
Alternate - Zone B	64	Shrubs - 5 gal. Thunder Cloud Texas Sage	12	each	54.31	\$651.72	\$60.00	\$720.00	\$32.00	\$384.00	\$33.00	\$396.00
Alternate - Zone B	65	Shrubs - 5 gal. Purple Diamond Loropetalum	30	each	69.71	\$2,091.30	\$60.00	\$1,800.00	\$30.00	\$900.00	\$46.00	\$1,380.00
Alternate - Zone B	66	Shrubs - 5 gal. Gulf Muhly	11	each	69.71	\$766.81	\$60.00	\$660.00	\$29.00	\$319.00	\$32.00	\$352.00
Alternate - Zone B	67	Shrubs - 5 gal. Don's Dwarf Wax Myrtle	30	each	69.71	\$2,091.30	\$60.00	\$1,800.00	\$32.00	\$960.00	\$40.00	\$1,200.00
Alternate - Zone B	68	Shrubs - 3 gal. Turk's Cap	38	each	35.00	\$1,330.00	\$45.00	\$1,710.00	\$29.00	\$1,102.00	\$36.00	\$1,368.00
Alternate - Zone B	69	Shrubs - 3 gal. Walker's Low Catmint	22	each	35.00	\$770.00	\$45.00	\$990.00	\$29.00	\$638.00	\$25.00	\$550.00
Alternate - Zone B	70	Shrubs - 5 gal. Spineless Prickly Pear	3	each	69.71	\$209.13	\$60.00	\$180.00	\$36.00	\$108.00	\$46.00	\$138.00
Alternate - Zone B	71	Shrubs - 5 gal. Russian Sage	38	each	55.00	\$2,090.00	\$60.00	\$2,280.00	\$31.00	\$1,178.00	\$35.00	\$1,330.00
Alternate - Zone B	72	Shrubs - 3 gal. Colorguard Yucca	17	each	52.93	\$899.81	\$40.00	\$680.00	\$34.00	\$578.00	\$36.00	\$612.00
Alternate - Zone B	73	Shrubs - 3 gal. Soft Leaf Yucca	15	each	52.93	\$793.95	\$40.00	\$600.00	\$30.00	\$450.00	\$36.00	\$540.00
Alternate - Zone B	74	Groundcovers - 3 gal. Blond Ambition Grama	38	each	52.93	\$2,011.34	\$40.00	\$1,520.00	\$29.00	\$1,102.00	\$34.00	\$1,292.00
Alternate - Zone B	75	Groundcovers - 1 gal. Sundrops	58	each	18.20	\$1,055.60	\$15.00	\$870.00	\$14.00	\$812.00	\$12.50	\$725.00
Alternate - Zone B	76	Groundcovers - 1 gal. Purple Coneflower	61	each	18.20	\$1,110.20	\$15.00	\$915.00	\$14.00	\$854.00	\$11.50	\$701.50
Alternate - Zone B	77	Groundcovers - 1 gal. Dallas Red Lantana	20	each	18.20	\$364.00	\$15.00	\$300.00	\$11.00	\$220.00	\$11.00	\$220.00
Alternate - Zone B	78	Groundcovers - 1 gal. Purple Skullcap	46	each		\$873.20	\$15.00	\$690.00	\$14.00	\$644.00	\$11.50	\$529.00
Alternate - Zone B	79	Tree Bubbler Irrigation in accordance with plans and specifications	7	each		\$7,333.00	\$250.00	\$1,750.00	\$90.00	\$630.00	\$435.00	\$3,045.00



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					Earthworks, Inc. Lillian, TX		AquaGreen Global, LLC Fort Worth, TX		C. Green Scaping, LP Dallas, TX		SRH Landscapes, LLC Dallas, TX	
Item	Description / Location Name	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	
Alternate - Zone B	80 Common Bermuda Sod installed per L5 Series	2200	Square ft	3.36	\$7,392.00	\$1.50	\$3,300.00	\$0.60	\$1,320.00	\$1.75	\$3,850.00	
Alternate - Zone B	81 Sod Pop-Up Spray Irrigation in accordance with plans and specifications	3050	Square ft		\$3,333.00	\$5.00	\$15,250.00	\$1.30	\$3,965.00	\$20.47	\$62,433.50	
Alternate - Zone B	82 Shrubs/Groundcover Pop-Up Spray Irrigation in accordance with plans and specifications	2200	Square ft		\$5,333.00	\$5.00	\$11,000.00	\$1.40	\$3,080.00	\$11.59	\$25,498.00	
SUBTOTAL	Alternate Zone B - Optional				\$102,424.96		\$125,195.00		\$90,647.00		\$190,550.50	
Alternate - Zone C	83 Demolition of existing planting, trees and irrigation except as noted on sheet L111. Contractor to protect all existing drainage	1	lump sum	5,360.00	\$5,360.00	\$22,590.00	\$22,590.00	\$7,500.00	\$7,500.00	\$8,950.00	\$8,950.00	
Alternate - Zone C	84 Removal of Existing Irrigation of existing irrigation to be removed and disposed of per specifications on L111.	1	lump sum	4,000.00	\$4,000.00	\$8,000.00	\$8,000.00	\$12,000.00	\$12,000.00	\$2,885.00	\$2,885.00	
Alternate - Zone C	85 River Rock - S.5 complete and in place per plans and specifications as shown on L511 and L521- L523	740	Square ft	8.80	\$6,512.00	\$12.00	\$8,880.00	\$9.20	\$6,808.00	\$18.81	\$13,919.40	
Alternate - Zone C	86 Steel Edging - S.3 complete and in place per plans and specifications as shown on L511 and L521- L523	410	linear ft	6.70	\$2,747.00	\$3.00	\$1,230.00	\$9.00	\$3,690.00	\$18.50	\$7,585.00	
Alternate - Zone C	87 Pathway Bollard - S.6 complete and in place, installed per sheets L511 and L521-L523	7	each	500.00	\$3,500.00	\$1,250.00	\$8,750.00	\$3,110.00	\$21,770.00	\$2,505.00	\$17,535.00	
Alternate - Zone C	88 Canopy Tree - 95 gal. Chinese Pistache	1	each	1,900.00	\$1,900.00	\$1,250.00	\$1,250.00	\$1,420.00	\$1,420.00	\$1,640.00	\$1,640.00	
Alternate - Zone C	89 Ornamental Tree - 30 gal. Muskogee Crapemyrtle	5	each	605.00	\$3,025.00	\$500.00	\$2,500.00	\$740.00	\$3,700.00	\$540.00	\$2,700.00	
Alternate - Zone C	90 Bed Prep per L5 series and specifications	4940	Square ft		\$4,022.00	\$5.00	\$24,700.00	\$1.60	\$7,904.00	\$4.09	\$20,204.60	
Alternate - Zone C	91 Shrubs -3 gal. Powis Castle Artemisia	49	each	30.00	\$1,470.00	\$40.00	\$1,960.00	\$33.00	\$1,617.00	\$41.00	\$2,009.00	
Alternate - Zone C	92 Shrubs - 1 gal. Moonshine Yarrow	85	each	20.00	\$1,700.00	\$15.00	\$1,275.00	\$14.00	\$1,190.00	\$11.00	\$935.00	
Alternate - Zone C	93 Shrubs - 5 gal. Rose Creek Abelia	26	each	54.31	\$1,412.06	\$60.00	\$1,560.00	\$34.00	\$884.00	\$33.00	\$858.00	
Alternate - Zone C	94 Shrubs - 5 gal. Double Take Flowering Quince	20	each	54.31	\$1,086.20	\$60.00	\$1,200.00	\$33.00	\$660.00	\$50.00	\$1,000.00	
Alternate - Zone C	95 Shrubs - 5 gal. Cinnamon Girl Distylium	40	each	54.31	\$2,172.40	\$60.00	\$2,400.00	\$33.00	\$1,320.00	\$46.00	\$1,840.00	
Alternate - Zone C	96 Shrubs - 5 gal. Yellow Yucca	43	each	110.80	\$4,764.40	\$60.00	\$2,580.00	\$33.00	\$1,419.00	\$68.00	\$2,924.00	
Alternate - Zone C	97 Shrubs - 5 gal. Pee Wee Oakleaf Hydrangea	14	each	54.31	\$760.34	\$60.00	\$840.00	\$33.00	\$462.00	\$52.00	\$728.00	
Alternate - Zone C	98 Shrubs - 5 gal. Thunder Cloud Texas Sage	6	each	54.31	\$325.86	\$60.00	\$360.00	\$32.00	\$192.00	\$33.00	\$198.00	
Alternate - Zone C	99 Shrubs - 5 gal. Purple Diamond Loropetalum	39	each	69.71	\$2,718.69	\$60.00	\$2,340.00	\$30.00	\$1,170.00	\$55.00	\$2,145.00	
Alternate - Zone C	100 Shrubs - 5 gal. Don's Dwarf Wax Myrtle	47	each	69.71	\$3,276.37	\$60.00	\$2,820.00	\$32.00	\$1,504.00	\$45.00	\$2,115.00	



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					Earthworks, Inc. Lillian, TX		AquaGreen Global, LLC Fort Worth, TX		C. Green Scaping, LP Dallas, TX		SRH Landscapes, LLC Dallas, TX	
	Item	Description / Location Name	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Alternate - Zone C	101	Shrubs - 3 gal. Walker's Low Catmint	41	each	35.00	\$1,435.00	\$40.00	\$1,640.00	\$29.00	\$1,189.00	\$25.00	\$1,025.00
Alternate - Zone C	102	Shrubs - 5 gal. Russian Sage	63	each	55.00	\$3,465.00	\$60.00	\$3,780.00	\$31.00	\$1,953.00	\$35.00	\$2,205.00
Alternate - Zone C	103	Shrubs - 5 gal. Snowmound Spirea	27	each	55.00	\$1,485.00	\$60.00	\$1,620.00	\$34.00	\$918.00	\$34.00	\$918.00
Alternate - Zone C	104	Shrubs - 3 gal. Colorguard Yucca	29	each	52.93	\$1,534.97	\$40.00	\$1,160.00	\$34.00	\$986.00	\$68.00	\$1,972.00
Alternate - Zone C	105	Shrubs - 3 gal. Soft Leaf Yucca	50	each	52.93	\$2,646.50	\$40.00	\$2,000.00	\$30.00	\$1,500.00	\$37.00	\$1,850.00
Alternate - Zone C	106	Groundcovers - 3 gal. Blond Ambition Grama	46	each	52.93	\$2,434.78	\$40.00	\$1,840.00	\$29.00	\$1,334.00	\$34.00	\$1,564.00
Alternate - Zone C	107	Groundcovers - 1 gal. Sundrops	50	each	18.20	\$910.00	\$15.00	\$750.00	\$14.00	\$700.00	\$12.50	\$625.00
Alternate - Zone C	108	Groundcovers - 1 gal. Purple Coneflower	63	each	18.20	\$1,146.60	\$15.00	\$945.00	\$14.00	\$882.00	\$11.50	\$724.50
Alternate - Zone C	109	Groundcovers - 1 gal. Dallas Red Lantana	159	each	18.20	\$2,893.80	\$15.00	\$2,385.00	\$11.00	\$1,749.00	\$11.00	\$1,749.00
Alternate - Zone C	110	Groundcovers - 1 gal. Purple Skullcap	104	each	18.20	\$1,892.80	\$15.00	\$1,560.00	\$14.00	\$1,456.00	\$11.50	\$1,196.00
Alternate - Zone C	111	Tree Bubbler Irrigation in accordance with plans and specifications	6	each		\$7,333.00	\$250.00	\$1,500.00	\$90.00	\$540.00	\$435.00	\$2,610.00
Alternate - Zone C	112	Common Bermuda Sod installed per L5 Series	1110	Square ft	3.36	\$3,729.60	\$1.50	\$1,665.00	\$0.60	\$666.00	\$2.68	\$2,974.80
Alternate - Zone C	113	Sod Pop-Up Spray Irrigation in accordance with plans and specifications	1110	Square ft		\$7,333.00	\$6.00	\$6,660.00	\$1.30	\$1,443.00	\$12.04	\$13,364.40
Alternate - Zone C	114	Shrubs/Groundcover Pop-Up Spray Irrigation in accordance with plans and specifications	4940	Square ft		\$7,333.00	\$6.00	\$29,640.00	\$1.40	\$6,916.00	\$6.87	\$33,937.80
SUBTOTAL						\$96,325.37		\$152,380.00		\$97,442.00		\$156,886.50

Bid Total \$378,638.65 \$590,150.00 \$400,913.00 \$738,250.20

Note: Paper Bid Paper Bid



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 05/21/2024

PRESENTER: Esther Coleman, Director and Housing and Neighborhood Services

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

REVIEWING COMMITTEE:

SUMMARY:

The Section 8 Program was enacted as part of the Housing and Community Development Act of 1974. The Department of Housing and Urban Development (HUD) requires all agencies who administer a Section 8 Program to adopt an operating budget for the Calendar (funding) year.

The 2023 Housing Administration and Housing Choice Voucher Assistance Payments calendar-year budget (Exhibit A) is a twelve-month budget, beginning in January 2024 and ending December 2024. These budgets consist of the Program Administrative fees and Housing Assistance Payments (HAP). The annual budget allocation is received from HUD through revenue appropriations beginning in January of each year; However, again this year this was not the case. We have been operating and continue to operate under a federal continuing resolution, and only recently received the projected funding allocation and formulas expected for this year.

The 2023-2024 Housing Administration and HCV fiscal-year budget (Exhibit B) is also a twelve-month budget calculated on a fiscal year, beginning October 1, 2023, and ending September 30, 2024. These fiscal year budgets are required for external reporting purposes, such as the City's annual ACFR and HUD's REAC reporting system.

FINANCIAL CONSIDERATION:

The Housing Administration Fund (3001) and the Housing Choice Voucher Section 8 Fund (3002) are funded solely with funds allocated by HUD

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, APPROVING AND ADOPTING THE HOUSING ADMINISTRATION (3001) AND HOUSING CHOICE VOUCHER OPERATING FUND (3002) BUDGETS FOR CALENDAR YEAR 2024 AND FISCAL YEAR 2023-2024

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

SECTION 1. That the City Council of the City of Grand Prairie approves the Housing Administration (Fund 3001) and Housing Choice Voucher (Fund 3002) operating budgets, as delineated in the attached budgets hereto (Exhibits A & B).

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 21ST DAY OF MAY 2024.

Section 8 Budget

Exhibit A	Budget Expenditures		CY 24	
	ADMIN		HAP	
Personnel Services	\$	3,592,497.00	\$	38,841,232.00
Supplies	\$	127,620.00		
Services/Transfers	\$	667,650.00		
Portability In Hap	\$	9,326,879.00		
Emergency Housing Vouchers	\$	131,484.00	\$	1,494,546.00
TOTALS	\$	13,846,130.00	\$	40,335,778.00
Budget Revenue		CY 24		
	ADMIN		HAP	
Voucher Admin	\$	3,227,620.00	\$	38,841,232.00
Portability In Admin & Hap Fee	\$	9,867,026.00		
Emergency Housing Vouchers	\$	131,484.00	\$	1,494,546.00
Apartment Inspections	\$	435,000.00		
Motel/Hotel Inspections Extended Stay/Re-Inspect	\$	102,000.00		
Willow Tree/Cotton Creek	\$	63,000.00		
Fraud Repayment	\$	20,000.00		
TOTALS	\$	13,846,130.00	\$	40,335,778.00

Exhibit B		Budget Expenditures		FY 24	
		ADMIN		HAP	
Personnel Services	\$	3,826,476.00		\$	38,841,232.00
Supplies	\$	110,386.00			
Services/Transfers	\$	595,068.00			
Portability In Hap	\$	7,271,544.00			
Emergency Housing Vouchers	\$	133,555.00		\$	1,494,546.00
TOTALS	\$	11,937,029.00		\$	40,335,778.00
		Budget Revenue		FY 24	
		ADMIN		HAP	
Voucher Admin	\$	3,247,109.00		\$	38,841,232.00
Portability In Admin & Hap Fee	\$	8,184,596.00			
Emergency Housing Vouchers	\$	129,381.00		\$	1,494,546.00
Apartment Inspections	\$	450,670.00			
Motel/Hotel Inspections Extended Stay	\$	78,945.00			
Willow Tree/Cotton Creek	\$	47,250.00			
Fraud Repayment	\$	27,564.00			
TOTALS	\$	12,165,515.00		\$	-
Difference	\$	(228,486.00)			



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 05/21/2024

PRESENTER: Thao Vo, Management Services Director

TITLE: Ordinance amending the FY 2023/2024 Approved Budget for the Capital Improvement Budgets

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

SUMMARY:

Original Fund	New Fund	Amount
Capital Reserve Fund	Fire CIP Fund	\$100,122
Capital Reserve Fund	MFAC CIP Fund	\$2,250,000
Capital Reserve Fund	Streets CIP Fund	\$432,400
Capital Reserve Fund	Parks CIP Fund	\$4,406
IT CIP Fund	Streets CIP Fund	\$250,000
MFAC CIP Fund	MFAC CIP Fund	\$684,992 (new activities)
MFAC CIP Fund	Parks CIP Fund	\$225,923
Parks CIP Fund	Parks CIP Fund	\$52,787 (new activity)
Storm Drain CIP Fund	EpicCentral CIP Fund	\$526,335
Streets CIP Fund	MFAC CIP Fund	\$1,400,000
	Total	\$5,926,965

PURPOSE OF REQUEST:

This request aims to conduct an administrative cleanup of the City’s Capital Improvement Project (CIP) activities. This involves several key tasks: reallocating Parks-related items from the Municipal Facilities and Capital (MFAC) fund to more appropriate funding sources, initiating new projects using existing funds, consolidating projects currently spread across multiple CIP funds into a single fund for better management, and transferring projects initially funded by the American Rescue Plan Act (ARPA) from the Capital Reserve to their designated CIP funds. These steps are critical for optimizing resource use, enhancing project coordination, and maintaining fiscal accountability and transparency.

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	Multiple CIP Funds
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BODY**AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING ORDINANCE NO. 11422-2023 FOR THE FY 2023/2024 CAPITAL IMPROVEMENT PROJECTS BUDGETS REFLECTED IN THE SECTIONS BELOW****NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, THAT:**

SECTION 1. The FY 2023/2024 Capital Reserve Fund budget is hereby amended by transferring and appropriating \$88,091 from the FY21 Fire and FY22 Fire projects to the Fire CIP Fund existing project for Fire Station #6 Updating.

SECTION 2. The FY 2023/2024 Capital Reserve Fund budget is hereby amended by transferring and appropriating \$12,031 from the FY22 Fire project to the Fire CIP Fund existing project for Fire Station 11.

SECTION 3. The FY 2023/2024 Capital Reserve Fund budget is hereby amended by transferring and appropriating \$650,000 from the Facilities Maintenance Building to the MFAC CIP Fund existing project for Facilities Maintenance Bldg.

SECTION 4. The FY 2023/2024 Capital Reserve Fund budget is hereby amended by transferring and appropriating \$1,600,000 from the Public Health Office Suite Remodel project to the MFAC CIP Fund existing project for Municipal Complex Phase IV.

SECTION 5. The FY 2023/2024 Capital Reserve Fund budget is hereby amended by transferring and appropriating \$120,000 from the Solid Waste Truck Scales project to the Street CIP Fund new project for Carrier and Jefferson Intersection Improvements.

SECTION 6. The FY 2023/2024 Capital Reserve Fund budget is hereby amended by transferring and appropriating \$61,452 from the Solid Waste Truck Scales project to the Street CIP Fund new project for IH-30 at Belt Line Mural.

SECTION 7. The FY 2023/2024 Capital Reserve Fund budget is hereby amended by transferring and appropriating \$250,948 from the Traffic Management Projects to the Street CIP Fund new project for the Traffic Management Projects.

SECTION 8. The FY 2023/2024 Capital Reserve Fund budget is hereby amended by transferring and appropriating \$4,406 from the Turner Park to the Parks CIP Fund new project for Turner Park.

SECTION 9. The FY 2023/2024 IT CIP Fund budget is hereby amended by transferring and appropriating \$250,000 from the FY23 Fiber Audit Master Plan to the Street CIP Fund new project for the Fiber Audit Master Plan.

SECTION 10. The FY 2023/2024 MFAC CIP Fund budget is hereby amended by transferring and appropriating \$657,122 from the PS Storage Building Generator to a new project for the Emergency Operations Center (EOC) Generator.

SECTION 11. The FY 2023/2024 MFAC CIP Fund budget is hereby amended by transferring and appropriating \$27,870 from the FY 24 Building Infrastructure project to a new project for Fire Station 8 Doors.

SECTION 12. The FY 2023/2024 MFAC CIP Fund budget is hereby amended by transferring and appropriating \$76,384 from the Municipal Bldg. Irrigation Parks project to the Parks CIP Fund existing project for Irrigation System Repairs.

SECTION 13. The FY 2023/2024 MFAC CIP Fund budget is hereby amended by transferring and appropriating \$149,539 from the Gateway Landscaping Parks project to the Parks CIP Fund existing project for Landscape and Gateway Enhancement.

SECTION 14. The FY 2023/2024 Parks CIP Fund budget is hereby amended by transferring and appropriating \$52,787 from the Uptown Carpet – Lobby/Theater project to a new project for Uptown – Lighting and Sound.

SECTION 15. The FY 2023/2024 Storm Drainage CIP Fund budget is hereby amended by transferring and appropriating \$526,335 from the EpicCentral Boardwalk project to the EpicCentral Fund new project for the EpicCentral Boardwalk.

SECTION 16. The FY 2023/2024 Streets CIP Fund budget is hereby amended by transferring and appropriating \$1,400,000 from the Maint Bldg. - Materials Storage project to the MFAC CIP Fund existing project for the Facilities Maintenance Building.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 21ST DAY OF MAY 2024.



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: May 21, 2024

REQUESTER: William A. Hills, City Manager

PRESENTER: Megan Mahan, Deputy City Manager

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

RECOMMENDED ACTION: Approve

ANALYSIS:

On April 2, 2024, the Finance and Government Committee reviewed the rate proposal and recommends the rate adjustments as recommended and set forth below. On May 7th the first reading of the Ordinance was presented at City Council.

FINANCIAL CONSIDERATION:

The rate changes contained in this ordinance are expected to modify the budgeted revenues for the FY 2023/2024 Water Wastewater Fund. An ordinance modifying the budget will be presented to City Council for approval at a later date.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING CHAPTER 26, “UTILITIES AND SERVICES” OF THE CODE OF ORDINANCES OF THE CITY OF GRAND PRAIRIE, TEXAS BY CHANGING VARIOUS SECTIONS OF ARTICLE II WATER SERVICE, AND ARTICLE III, SEWER SERVICE, THEREOF, RELATING TO CHARGES FOR WATER AND WASTEWATER; PROVIDING A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE

WHEREAS, the water and wastewater systems of the City are supported by revenues from an enterprise fund dedicated to support of these utility systems; and

WHEREAS, a cost-of-service study has been conducted to determine costs and necessary rates to be charged to continue to provide water and wastewater services as required; and

WHEREAS, the City Council Finance and Government Committee has reviewed the proposed rates, concurs with, and recommends the rates set forth herein.

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

PRAIRIE, TEXAS:

SECTION 1. That Section 26-23 (Water Rates) of Chapter 26, “Utilities and Services”, of the Code of Ordinances of the City of Grand Prairie, Texas, is hereby amended to read as follows:

“(a) *Monthly charges.* The water rates shall be charged and collected each month by the city from all consumers obtaining service from the water system and shall be hereby fixed as follows:

Residential Fees per Thousand Gallons:

0 – 3,000 Total Usage, per 1,000 gallons	Residential	\$ 0.12
<u>When total usage is more than 3,000 gallons:</u>		
0 - 10,000 gallons	Residential	\$ 4.50
11,000 - 20,000 gallons	Residential	\$ 6.00
21,000 – 30,000 gallons	Residential	\$ 9.13
Over 30,000 gallons	Residential	\$11.41

Multi-Family Fees per Thousand Gallons:

0 – 250,000 gallons	Residential	\$ 7.00
Over 250,000 gallons	Residential	\$ 9.25

Other Classes per Thousand Gallons:

Commercial per 1,000 gallons	Commercial	\$ 5.66
Industrial per 1,000 gallons	Industrial	\$ 5.66
Governmental per 1,000 gallons	Governmental	\$ 4.77

Monthly Base Charges (per Meter Size)

5/8" or 3/4"	\$ 17.72
1"	\$ 22.80
1½"	\$ 29.60
2"	\$ 51.45
3"	\$159.49
4"	\$197.71
6"	\$296.42
8"	\$412.56
10"	\$430.44
12"	\$452.90

(b) *Additional units.* When a residential, commercial, industrial, or governmental premises has a water meter furnishing water to more than a single premises; in addition to the meter base charge, a water unit charge of two dollars and sixty-nine cents (\$2.69) per month shall be charged for each unit on such premises. The Utilities Director shall determine whether additional units exist on any premises.

(c) *Multi-Family units.* A water unit fee of five dollars and zero cents (\$5.00) will be charged per unit for Multi-Family accounts. The Utilities Director shall determine whether additional units exist on any premise.

SECTION 2. That Section 26-24 (Billing; delinquency; service restoration charges) of Chapter 26, “Utilities and Services”, of the Code of Ordinances of the City of Grand Prairie, Texas, is hereby amended to read as follows:

“(a) Water meters shall be read monthly and the consumer billed in writing or electronically, showing the amount of water consumed and the charges due by the consumer thereon; and such bill shall be due and payable within twenty-one (21) days from the rendition thereof. Such billing shall be deemed sufficient when sent to the last known address of the consumer. If such bills are not paid within thirty-five (35) days after the date of mailing thereof, water service shall be discontinued to such nonpaying consumer and shall not be renewed until the full amount of said bill has been paid. In addition, further collection efforts will incur the following schedule of fees at the time the account is identified for each step in the collections process. Said service fees shall be:

- \$ 20.00 Final notice tag
- \$ 40.00 Turned off for non-payment
- \$ 50.00 Locked after turned off for non-payment
- \$ 75.00 Meter pulled or plugged after locked and turned off for non-payment
- \$ 40.00 Damaged/Broken Lock or Plug
- \$100.00 Unauthorized jumper connections, plus estimated usage
- \$ 30.00 Return trip charge
- \$ 50.00 After-hours service
- \$150.00 Tamper Fee, plus cost of applicable replacement parts

Should the water bill duly owed is paid by a check or electronic debit which does not clear the bank upon which it is drawn in a normal manner, a charge of twenty-five dollars (\$25.00) shall be paid at the time said check is redeemed. If the check is not redeemed in the specified time, and the water is disconnected, the above service charge schedule shall apply.

(b) If payment is not received and processed within five (5) days of the due date, a late fee shall be assessed and applied to the bill. The late fee shall be 10.0% of all current charges, excluding tax and charitable contributions.

Cross reference-Meter reinstallation charge after removal for commission of offense, § 26-2.”

SECTION 3. That Section 26-25 (Water service rates at building construction sites, not taken through a fire hydrant) of Chapter 26, “Utilities and Services,” of the Code of Ordinances of the City of Grand Prairie, Texas, is hereby amended to read as follows:

Until such time that a water meter may be installed to accurately measure all water usage at any construction site, the builder or developer shall pay the following charge per month or part thereof, based on the square footage of construction per structure. Charges begin thirty (30) days from the date taps fees are paid and billed each month until the permanent meter is installed.

Square Feet	Amount
Less than 2,500	\$ 63.64
2,500 to 7,499	\$ 127.30

7,500 to 19,999	\$ 305.50
20,000 to 49,999	\$ 916.54
50,000 to 99,999	\$1,578.49
Over 100,000	\$2,355.07

SECTION 4. That Section 26-28 (Service Rate Classification) of Chapter 26, “Utilities and Services”, of the Code of Ordinances of the City of Grand Prairie, Texas, is hereby amended to read as follows:

Sec. 26-28. - Service rate classification.

When applying service rate classifications to individual accounts, the following definitions shall apply. The Utilities Director shall determine the appropriate rate classification for each account:

Residential	Single, duplex, and or triplex properties used primarily for residential purposes
Commercial	Entities engaged primarily in the sales of goods or services, or other nonmanufacturing commercial uses
Industrial	Entities engaged primarily in the manufacturing, fabrication, or assembly of products
Governmental	Properties owned or operated by city, county, state, or federal governments, as well as properties owned or operated by public school or community college districts
Multi-Family	Properties used primarily for residential purposes that are divided to accommodate more than three residences

(Ord. No. 6318, § 1, 9-19-00; Ord. No. 7093, § 1, 9-21-04; Ord. No. 7249, § 1, 9-6-05)

SECTION 5. That Section 26-29 (Raw water rates) of Chapter 26, “Utilities and Services”, of the Code of Ordinances of the City of Grand Prairie, Texas, is hereby amended to read as follows:

“Untreated water taken from the city's contracted water rights in Joe Pool Lake shall be metered by a meter approved by the Utilities Director or designee and charged at ten dollars and sixty-three cents (\$10.63) per one thousand (1,000) gallons and a monthly administration fee of one hundred fifty-nine dollars and forty-nine cents (\$159.49). Readings must be self-reported monthly between the 20th-25th and returned for inspection every three months.”

SECTION 6. That Section 26-30 (Water taken from fire hydrants) of Chapter 26, “Utilities and Services,” of the Code of Ordinances of the City of Grand Prairie, Texas, is hereby amended to read as follows:

“Water taken from the city's fire hydrants, other than that used by the various municipal departments for authorized purposes such as firefighting, street cleaning and system flushing, shall be metered by an approved meter obtained from the water utilities department, possessing a City of Grand Prairie logo and backflow prevention device. A refundable deposit of two thousand five hundred dollars (\$2,500) shall be charged. Water taken from fire hydrants shall be charged at a rate of ten dollars and sixty-three cents (\$10.63) per one thousand (1,000) gallons and a monthly administration fee of one hundred fifty-nine dollars and forty-nine cents (\$159.49). Fire Hydrant meters readings must be self-reported monthly between the 20th-25th and returned for inspection every three months.”

SECTION 7. That Section 26-32 (Wastewater rates) of Chapter 26, "Utilities and Services", of the Code of Ordinances of the City of Grand Prairie, Texas, is hereby amended to read as follows:

"(a) Monthly charges. The wastewater service rates to be charged and collected by the city from all customers obtaining services from the wastewater system of the city shall be and are hereby fixed as follows:

Quantity	Classification	Rate
Per 1,000 gallons	Residential	\$5.25
Per 1,000 gallons	Commercial	\$6.78
Per 1,000 gallons	Industrial	\$6.78
Per 1,000 gallons	Government	\$5.63
Per 1,000 gallons	Multi-Family	\$6.50

Monthly Base Charges (per Meter Size)

5/8" or 3/4"	\$ 16.11
1"	\$ 17.45
1½"	\$ 21.21
2"	\$ 26.94
3"	\$ 39.89
4"	\$ 52.96
6"	\$ 82.18
8"	\$116.26
10"	\$148.84
12"	\$166.74

(1) *Residential*: Gallons of wastewater shall be based on average water usage during the months of November, December, January, and February of each fiscal year (cold months' usage). To be eligible, there must be water consumption equal to or greater than 1,000 gallons of water for a minimum of 3 (three) months. For those with water consumption for all four (4) months, the highest usage month may be dropped for the purpose of computing the winter average. All other residential accounts, including customers moving within the city will be billed at eighty per cent (80%) of their current water consumption until a cold weather months' average is established. Those persons who reside in single-family residences shall be charged for a maximum of 12,000 gallons until a cold weather month's average is established. Wastewater billing shall be based on the lower of the current month's usage or cold months' average usage.

(2) *Commercial/Industrial/Governmental/Multi-Family*: Wastewater shall be billed based on one hundred percent (100%) of water consumption, unless the Utilities Director determines a condition exists that would cause wastewater discharges to be unusually high. In such cases, the director may require that a wastewater meter be installed at the customer's expense. Said meter shall be installed pursuant to plans and specifications approved by the Utilities Director, be installed in an approved location, be calibrated annually with a copy of the results provided to the City and have a totalization device. The calibration shall be witnessed by a representative of the Utilities Director. If a meter which measures the wastewater ceases to function properly, the volume shall be determined by immediately reverting to reading the water meter and using that volume for determination of sewage volume. If the Director finds that it is not practicable to measure the quantity of sewage by the aforesaid meters, the Director shall determine the quantity of the sewage in any manner or method the Director may find practicable to arrive at the percentage of water entering the sanitary sewer system of the City to determine the sewer service charge.

(3) *Additional units*. When a Residential, Commercial, Industrial, or Governmental premise has a water meter furnishing water to more than a single premise; in addition to the meter base charge, a wastewater unit charge of three dollars and fifty-five cents (\$3.55) per month shall be made for each unit on such premise. The Utilities

Director shall determine whether additional units exist on any premises.

(4) *Multi-Family units.* A wastewater unit fee of five dollars and zero cents (\$5.00) will be charged per unit for Multi-Family accounts. The Utilities Director shall determine whether additional units exist on any premise.

(5) *When city does not supply water:* The charges set forth above are based upon the amount of water used as measured by a single meter in increments of one thousand (1,000) gallons. Where the water is furnished to single-family residential customers by a source other than the city, the monthly charge for wastewater service shall be a flat rate of forty-seven dollars and seventy-three cents (\$47.73) or estimated otherwise by adding to the base wastewater charge an amount determined by multiplying the number of persons per household by the average gallons per capita per day for water use inside the home (as calculated annually by the utility) times 30.42 days divided by 1,000 times the current wastewater charge per 1,000 gallons. All other customer classes connected to the sanitary sewer who have a source of water supply must have a meter approved and tested by the Utilities Department on that source of water supply, and the volume charge as set forth hereinbefore, shall be based on the sum of the volumes delivered by all sources of supply. To utilize the alternate methodology to estimate the flat rate, the customer must furnish the number of persons in the household and update such upon request by the City.

(b) *Reserved.*

(c) *Reserved.*

(d) *Outside city:* The rates to be charged for sewer service to all persons, firms, or corporations by the city at locations outside the city limits of said city shall be negotiated under a separate contract.

SECTION 8. That Chapter 26, "Utilities and Services", of the Code of Ordinances of the City of Grand Prairie, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

SECTION 9. That 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 10. 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 11. That this Ordinance shall be and become effective June 1st, 2024.

FIRST READING PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS ON THE 7TH DAY OF MAY 2024. SECOND AND FINAL READING PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS ON THIS THE 21ST DAY OF MAY 2024.



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 05/21/2024

REQUESTER: Monica Espinoza, Administrative Supervisor

PRESENTER: Savannah Ware, AICP, Chief City Planner

TITLE: 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)

APPLICANT: Jose Gonzalez

RECOMMENDED ACTION: Approve with Conditions

SUMMARY:

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.

PURPOSE OF REQUEST:

The applicant seeks site plan approval to revise the approved site plan and landscape plan for an existing Walmart. No changes are proposed to the approved building elevations.

The Unified Development Code (UDC) requires City Council approval of a site plan to ensure that the development meets the requirements in the UDC by providing adequate circulation as well as quality site planning techniques. The UDC identifies criteria for evaluating proposed developments such as density and dimensional standards, landscaping and screening requirements, and architectural design requirements.

ADJACENT LAND USES:

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

Table 1. Adjacent Zoning and Land Uses

Direction	Zoning	Existing Use
North	PD-351, C	Retail
South	PD-351	Retail

West	PD-351	Retail
East	PD-299	Residential

HISTORY:

- April 21, 2015: City Council approved Planned Development (PD-351) for Commercial © land uses for this site (Case Number Z150201).
- May 18, 2015: City Council approved a Site Plan for Walmart (Case Number S150502).
- May 26, 2022: Staff administratively approved a Site Plan amendment revising the approved site plan and building elevations (Case Number STP-22-03-0017).
- April 10, 2023: Staff administratively approved a Site Plan amendment revising the approved site plan (Case Number STP-23-02-0003).

PROPOSED USE CHARACTERISTICS AND FUNCTION:

The proposal includes 15 additional online pickup and delivery stalls. The stalls will be located in what is currently a landscape buffer along Southgate Drive. The proposed location is near the online pickup and delivery door, reducing the travel time and increasing the safety of employees who are delivering the groceries to customers. The site plan amendment depicts the changes to the site plan and landscape plan. No changes are proposed to the approved building elevations.

Landscape and Screening

The approved site plan met or exceeded Article 8 and Appendix F landscape and screening requirements. The site plan amendment is proposing the relocation of 7 street trees and the reduction of the required landscape buffer along Southgate Drive from 30 feet to 8 feet. As a compensatory measure, the applicant is providing 6 additional large or medium trees and 9 additional ornamental trees.

VARIANCES:

The following variances are requested:

1. Landscape Buffer – The applicant is requesting a variance from the 30-foot landscape buffer for all parking or drive areas situated along public streets to allow for an 8-foot landscape buffer.

RECOMMENDATION:

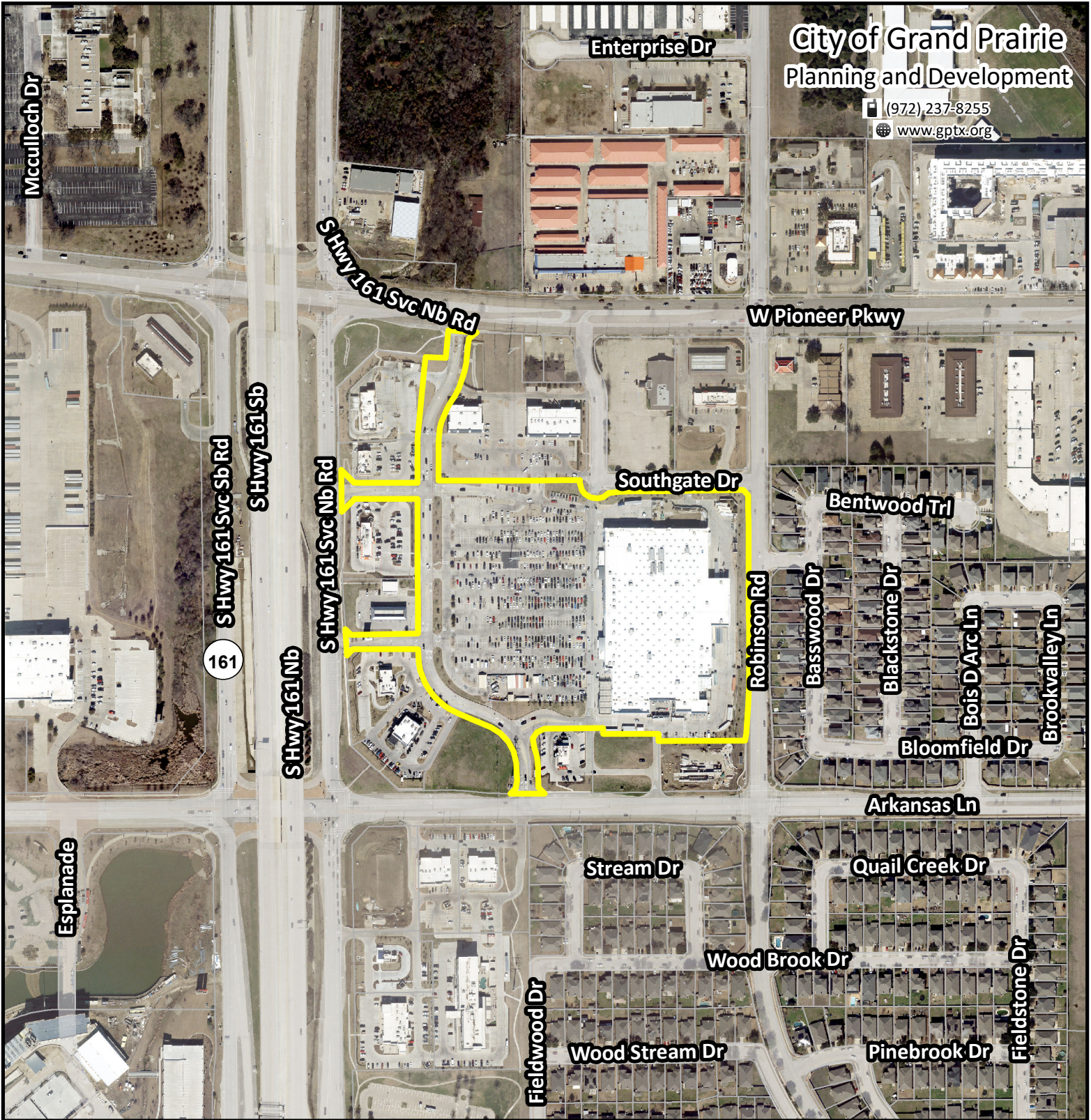
- On April 22, 2024, the Planning and Zoning Commission recommended approval by a vote of 7-0.
- The Development Review Committee (DRC) recommends approval with the condition that building permits shall not be issued until a license agreement over an existing water line easement located along Southgate Drive is obtained by the applicant.

Exhibit A- Location Map

Page 1 of 1

CASE LOCATION MAP
 STP-24-03-0014
 WALMART ON 161




Item 34.



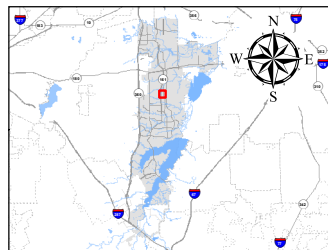
City of Grand Prairie
 Planning and Development

(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.

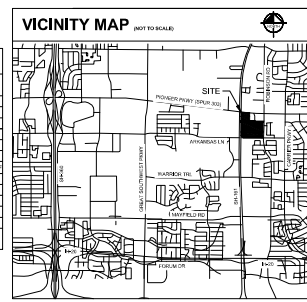
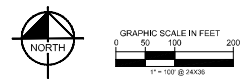
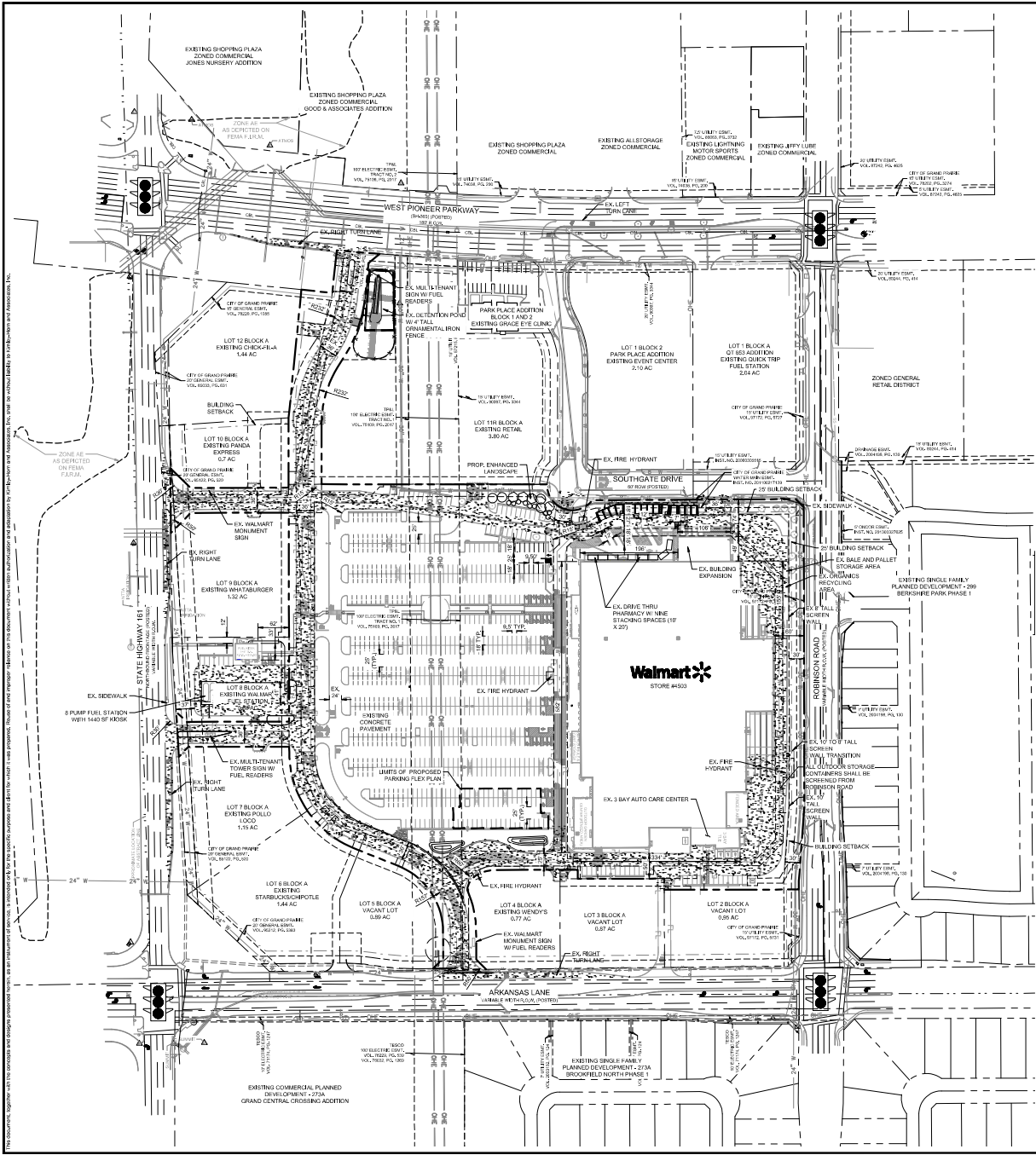


0 0.09 Miles

Grand
 Prairie
 TEXAS
 PLANNING

Date: 3/18/202

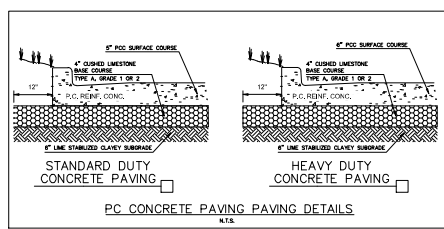
125



SITE ANALYSIS TABLE		
LOT 1 BLOCK A BUSH & PIONEER CENTRE		
ZONING	PD-201 (C) COMMERCIAL	GROcery STORE
LOT AREA	84,026 SF / 1.92 AC	
TOTAL BUILDING AREA	192,728 SF	
FINISHED FLOOR ELEVATION	226.11 FT	
LANDSCAPE PERCENTAGE	10% MIN / 28,461 SF	21.2% / 70,750 SF
WALKWAY PARKING	700 SPACES	700 SPACES
ACCESSIBLE	45 SPACES	27 SPACES
TOTAL PARKING	700 SPACES	707 SPACES
PARKING RATIO	3.28/1000 SF	4.60/1000 SF
FLOOR AREA RATIO	2.51 MIN / 477,303 SF	2.51 / 192,728 SF
PARKING REQUIRED FOR GROCERY STORES	1 SPACE PER 275 SF OF BUILDING AREA.	

- SITE PLAN NOTES**
- THE PURPOSE OF THIS SITE PLAN IS FOR A PARKING EXPANSION AND REVEID PARKING STRIPING.
 - ALL DIMENSIONS ARE TO FACE OF CURB UNLESS NOTED OTHERWISE.
 - NO FLOODPLAIN EXISTS ON SITE ACCORDING TO COMMUNITY PANEL NO. 401 (DRAINAGE DATES 06/03/21) OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF DALLAS COUNTY TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION.
 - SEWAGE IS DEPICTED FOR ILLUSTRATIVE PURPOSES ONLY.

- LEGEND**
- PROPERTY LINE
 - ADJACENT PROPERTY LINE
 - EASEMENT LINE
 - EXISTING CONCRETE CURB
 - CURB CORNICAL
 - OVERHEAD UTILITY LINE
 - EX. HEAVY DUTY CONCRETE PAVING
 - EX. STANDARD DUTY CONCRETE PAVING
 - EXISTING FIRE LANE



Kimley»Horn
REVISED SITE PLAN
WALMART PARKING EXPANSION
AT BUSH & PIONEER CENTRE
LOT 1 BLOCK A
 2650 S STATE HWY 161 GRAND PRAIRIE, TX 75052
 CITY PROJECT NO.:
 19.6 ACRES
 BUSH & PIONEER CENTRE
 CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS
 PREPARATION DATE: FEBRUARY 14, 2023

OWNER
 THE TRUST REAL ESTATE BUSINESS TRUST
 2011 SE 10TH STREET
 BEFTWILLE, MISSISSIPPI 39212
 CONTACT: JEFF JONES
 PHONE: (478) 538-3465

ENGINEER / SURVEYOR
 KIMLEY-HORN AND ASSOCIATES, INC.
 1335 INGLEWOOD ROAD
 TROY GA 30598-0938 TOWER, SUITE 700
 DALLAS, TX 75260
 PHONE: (214) 383-2827
 CONTACT: LAUREN NUFFER, P.E.

SCALE	DATE
AS SHOWN	
DESIGNED BY	REVISIONS
DRAWN BY	
LID	
CHECKED BY	
CUS	
REVISED SITE PLAN	
BUSH & PIONEER CENTRE	
SITE PLAN	
HIGHWAY 161 & PIONEER PKWY	
GRAND PRAIRIE, TX 75052	
DATE	PROJECT NO.
04/03/2024	063983212
SHEET NUMBER	
1	



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 05/21/2024

REQUESTER: Monica Espinoza, Administrative Supervisor

PRESENTER: Savannah Ware, AICP, Chief City Planner

TITLE: 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)

APPLICANT: Olaleye Olowookere, Christabel LLC

RECOMMENDED ACTION: Approve with Conditions

SUMMARY:

Specific Use Permit 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.

PURPOSE OF REQUEST:

The applicant is currently operating a Registered Group Home, which requires City Council approval of a Specific Use Permit when located within 2500 feet of another group living residential use. All Group Living Units are now required to register with the City per Ordinance No. 11382. A nearby group home registered before the applicant triggering a Specific Use Permit for this location.

The purpose of the Specific Use Permit process is to identify those uses which might be appropriate within a zoning district, but due to either their location, functional or operational nature, could have a potentially negative impact upon 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	PD-245	Single Family Residence
South	PD-245	Single Family Residence
West	PD-245	Single Family Residence
East	PD-172	Single Family Residence

HISTORY:

- January 18, 2000: City Council approved PD-245 for single family residential uses.
- June 20, 2023: City Council approved Ordinance No. 11382 requiring all Group Living Units to register with the city.

PROPOSED USE CHARACTERISTICS:

The applicant has been registered as a Home and Community-Based Services – Adult Mental Health (HCBS-AMH) provider with the State of Texas’ Health and Human Service Commission (HHSC) since 2015. The services provided by HCBS-AMH providers and client eligibility are regulated by the HHSC.

They have been operating a Registered Group Home at this location since 2021. Per the Unified Development Code (UDC), a Registered Group Home “refers to a facility licensed with the State of Texas and includes facilities that are referenced as group homes, community homes, assisted living facilities or residential treatment facilities as defined in the Texas Human Resources Code, Section 42.002, or the Texas Health and Safety Code, Chapters 123, 247 and 248.”

The Registered Group Home currently houses three clients with the capacity to serve five clients. It is a 24-hour operation with staff on site at all times. Some of the services provided includes community psychiatric support and treatment, assisted living, home delivered meals, employment assistance, nursing services, substance use disorder counseling, transportation, and respite care.

There are four house managers who work at this location. All staff undergo fingerprinting and a background check prior to employment. Staff help administer clients’ medication, provide meals, and manage the overall safety and cleanliness of the site.

PUBLIC NOTICE:

Notice of this item was published in the Fort Worth Star Telegram and letters were provided to 55 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: 5

RECOMMENDATION:

- On April 22, 2024, the Planning and Zoning Commission recommended approval by a vote of 6-1.

- The Development Review Committee (DRC) recommends approval of the request with the following conditions:
 1. The number of occupants shall not exceed 5.
 2. The applicant shall maintain all required state licenses.

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 REGISTERED GROUP HOME WITHIN 2,500 FEET OF ANOTHER GROUP LIVING RESIDENTIAL USE: BEING 0.16 ACRES, LOT 16, BLOCK A, WESTCHESTER GLEN 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 a Registered Group Home within 2,500 feet of another Group Living Residential use; and

WHEREAS, the Planning and Zoning Commission of Grand Prairie, Texas, held a public hearing on said application on April 22, 2024, after written notice of such public hearing before the Planning and Zoning Commission on the proposed 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 Registered Group Home within 2,500 feet of another Group Living Residential use 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 6 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 a Registered Group Home within 2,500 feet of another Group Living Residential 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 o'clock P.M. on May 07, 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, On May 07, 2024, City Council tabled this item to May 21, 2024; 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 a Registered Group Home within 2,500 feet of another Group Living Residential use on Lot 16, Block A, Westchester Glen 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 a Registered Group Home, 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 is herein incorporated by reference.

SECTION 4. The operations of a Registered Group Home 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 number of occupants shall not exceed 5.
6. The applicant shall maintain all required state licenses.

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. 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 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 THE 21ST OF MAY 2024.

SPECIFIC USE PERMIT NO. #

CASE NO. SUP-24-02-0007

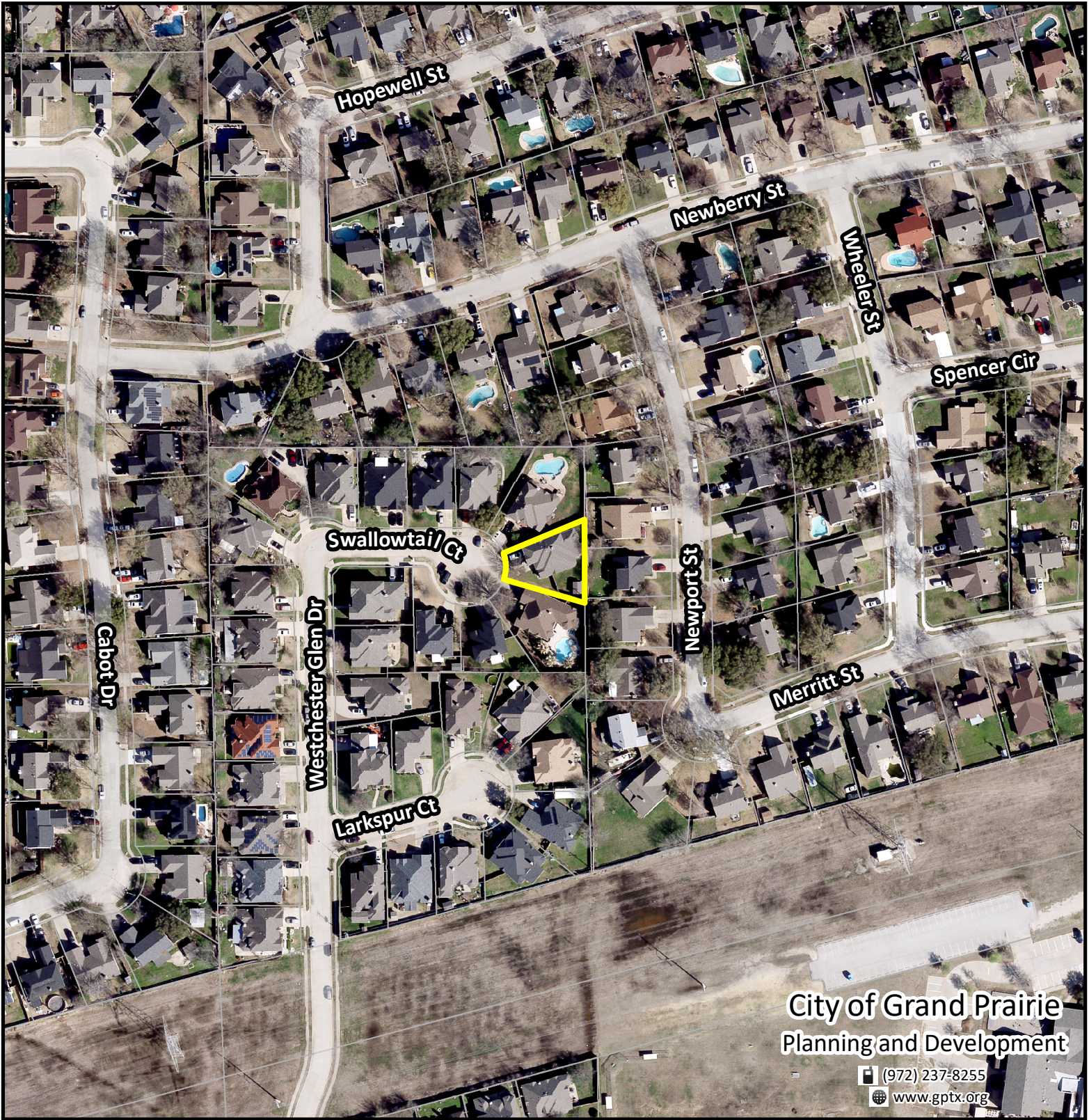
ORDINANCE NO. #-2024

Exhibit A- Location Map

Page 1 of 1

CASE LOCATION MAP
SUP-24-02-0007
326 SWALLOWTAIL CT




Item 35.

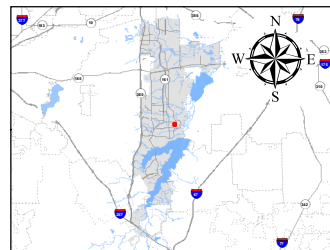


City of Grand Prairie
Planning and Development

(972) 237-8255

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-  Location
-  Street Center Line
-  Parcels



0 0.03 Miles

Grand
Prairie
TEXAS

PLANNING
Date: 3/6/2024

142

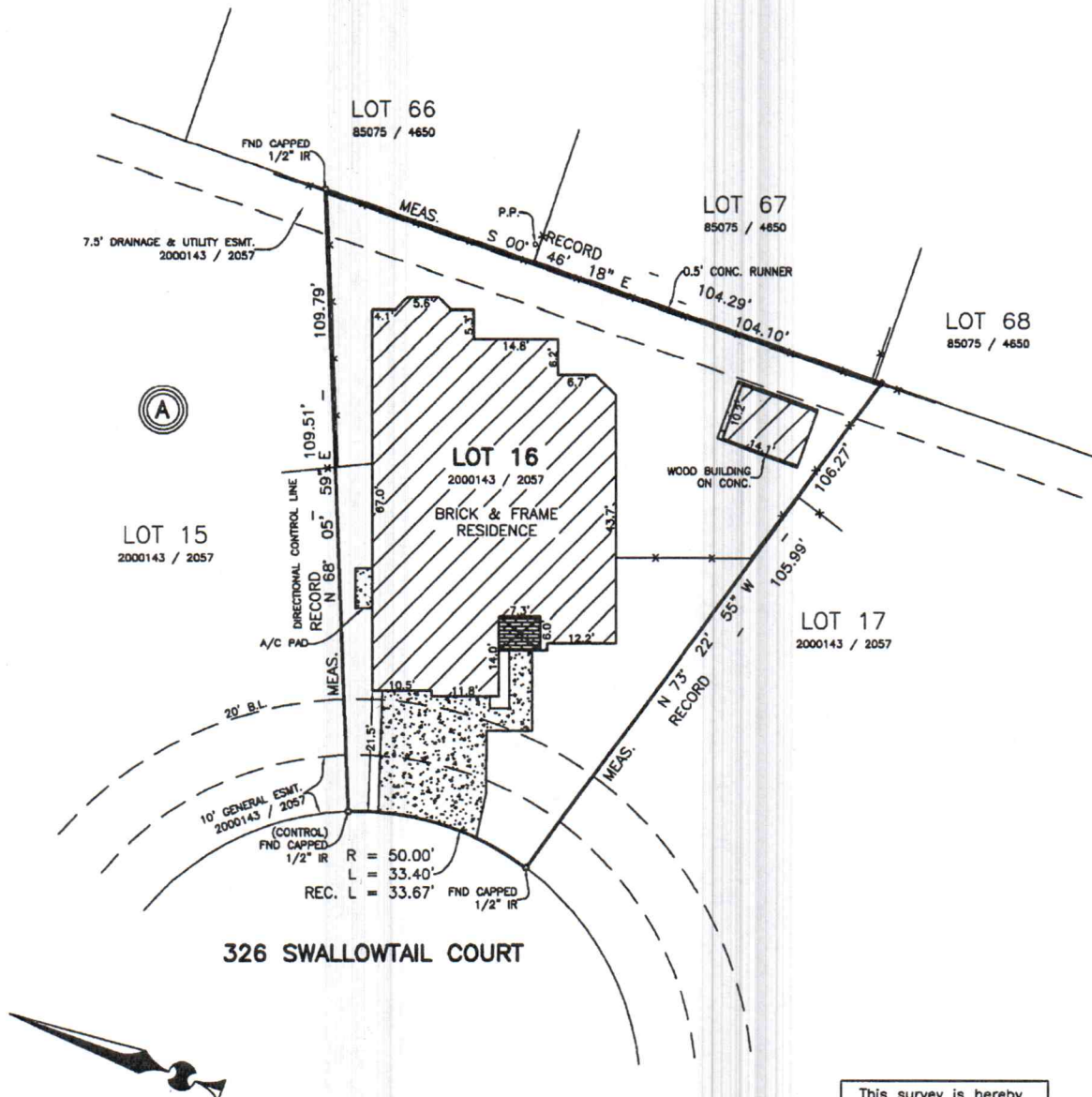
The City of Grand Prairie has prepared maps for departmental use. These are not official maps of the City of Grand Prairie and should not be used for legal, engineering, or surveying purposes but rather for reference. These maps are the property of the City of Grand Prairie and have been made available to the public based on the Public Information Act. The City of Grand Prairie makes 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.

Reference No: 2109210326 G.F. No: 21-4238
Title Co: RATTIKIN TITLE
Purchaser: OLOWOOKERE

PROPERTY DESCRIPTION

Lot 16, Block A of Westchester Glen, an Addition to the City of Grand Prairie, Dallas County, Texas, according to the Plat thereof recorded in Volume 2000143, Page 2057, Map Records, Dallas County, Texas.

There is no visible, on the ground evidence of the easements as set out in 3428/1, 89083/4265 and 89222/1104, RPRDCT.



SCALE: 1" = 20'

SURVEYORS CERTIFICATION

I, DAVID J. ROSE, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND CORRECTLY SHOWS THE BOUNDARY LINE, AND DIMENSIONS OF THE LAND INDICATED THEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, SAID PROPERTY BEING SUBJECT TO ANY AND ALL EASEMENTS, RESERVATIONS AND RESTRICTIONS THAT MAY BE OF RECORD, AND THAT ONLY THE EASEMENTS SHOWN ON THE REFERENCED PLAT OF RECORD, VISIBLE EASEMENTS AND THOSE OF WHICH THE SURVEYOR HAS BEEN GIVEN WRITTEN NOTICE FROM TITLE COMPANY ARE SHOWN ON THIS PLAT. SURVEYOR DID NOT ABSTRACT THIS PROPERTY. THIS SURVEY WAS PERFORMED EXCLUSIVELY FOR THE TITLE COMPANY AND PURCHASER SHOWN AND IS LICENSED FOR ONE SINGLE USE. THIS SURVEY WILL BE VOID IF USED BY ANY OTHER PERSON OR FOR ANY OTHER PURPOSE. SURVEYOR BEARS NO RESPONSIBILITY FOR SAID USE.

PROLINE
SURVEYING LTD.
www.prolinesurveyors.com

Ph# 817-276-1148 info@prolinesurveyors.com
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	BOUNDARY LINE
	BUILDING
	OVERHEAD UTILITIES
	FENCE
	BRICK
	WOOD DECK
	CONCRETE

This survey is hereby accepted and approved.

[Signature]
Purchaser

Purchaser
10-14-2021
Date

STATE FIRM REGISTRATION NUMBER 10193797



DRAWN BY: PW DATE: 9-23-2021

SURVEY ONLY VALID WITH ORIGINAL SIGNATURE



The City Council,
Grand Prairie Municipal Complex
300 W. Main Street, Grand Prairie.

April 3, 2023.

Dear Ma/Sir,

DETAILED OPERATIONAL PLAN

PROGRAM OVERVIEW

Christabel, limited liability company is a comprehensive provider of the Home and Community-Based Services, Adult Mental Health (HCBS-AMH) program in the state of Texas. Christabel, LLC was registered with the state of Texas on October 8, 2015 and thereafter obtain her contract with the Health and Human Service Commission (HHSC) to provide comprehensive behavioral health services to people living with mental health diagnosis. Participants in this program are American Citizens who find themselves in challenging mental health situations and require varying degrees of support for their recovery. HCBS-AMH program provides eighteen different recovery-oriented services, and Christabel LLC provides seventeen of those services. Services offered are: Psychosocial rehabilitation, Community Psychiatric Support and Treatment, Supervised living, Supported home living, Assisted living, Adaptive aids, Home delivered meals, Host home/Companion care, Employment assistance, Supported employment, Flexible funds, Nursing services, Minor home modification, Substance use disorder counseling, Respite care, Transition assistance, and Transportation.

OPERATIONAL PLAN

Operations at Christabel LLC are structured to comply with federal, state, and local authorities. Our services are regulated by HHSC, Local Behavioral Health Authorities, and many other agencies who are stakeholders in the provision of behavioral health services. HCBS-AMH has eligibility criteria that all the participants in the program must meet before their enrolment. Enrolment into the program is centrally coordinated and controlled by the Health and Human Service Commission in Austin, TX. They also regulate the quality of care provided to program participants. All the service providers do undergo background check through fingerprinting, and employability status check. We also provide quarterly and annual reports to the program leadership in Austin, TX.

Parking at the 326 Swallowtail location will be done in such a way that neighbors' spaces are not encroached into, or disturbed. It is anticipated that five (5) adults with mental health diagnoses will reside at this location, and they will be supervised round the clock by a house manager. Currently, there are three (3) clients living at this location. There are four (4) house

managers working at this location: one staff works 16 hours (6am-10pm) on Mondays and Tuesdays, and 8 hours (10pm-6am) on Fridays. Another staff works 8 hours (10pm-6am) Mondays through Thursdays, and 10pm-6am on Sundays. One staff works 16 hours (6am-10pm) on Wednesdays, Thursdays, and Fridays. And another staff works 24 hours on Saturdays and 16 hours on Sundays. The duties of the house managers are: monitoring the clients for behavioral stability and documenting at the end of their shifts; cooking for the clients; administering medications as prescribed by the doctors and arranged in medication minders by the nurse; engaging clients in therapeutic conversations, and keeping the residence clean. Staff's presence serves as a security measure in place, and there are fire extinguisher strategically placed in the house. Guardian Security system is also employed at this location. None of the participants have a car. The minivan that is currently used for clients' transportation will be moved to the office at 330 Cooper Street, Cedar Hill, TX 75104. This type of residential group living is well regulated, and it operates differently from a regular group home.

Daily operations at Christabel LLC are performed under the leadership of Olaleye Augustine Olowookere (Administrator), Yetunde Morenikeji Olowookere (Alternate administrator), Christopher Harrington (Operation Manager), and Krista Domingue (Relationship Manager). We maintain presence in Dallas County, Tarrant County, and Travis County. Our goal is to provide quality supportive services that are geared towards the recovery of the people under our care. All the residential group living under Christabel LLC is staffed 24 hours a day with house managers, and other supportive services are provided in accordance with the state-approved treatment plans for each individual under our care. We are committed to the recovery of people living with mental health disorders and contributing our quota to the building of safe societies for all Americans.

Thanks.

Yours truly,
Olaleye Augustine Olowookere,
Administrator, Christabel LLC.

Register Position

Submitted on 2 April 2024, 4:13PM
Receipt number 902
Related form version 6

First Name Elva Carolina

Last Name Pena Esparza

Your Address Line 1 4444 Newport St.

Your Address Line 2

City Grandprairie

State Texas

Zip Code 75052

Case Number SUP-24-02-0007

I am registering my: Opposition

Additional Comments

Register Position

Submitted on 5 April 2024, 5:30PM
Receipt number 904
Related form version 6

First Name Sandra

Last Name De La Trinidad

Your Address Line 1 322 Swallowtail Ct.

Your Address Line 2

City Grand Prairie

State Texas

Zip Code 75052

Case Number SUP-24-02-0007

I am registering my: Opposition

Additional Comments Our family is uncomfortable with the residents in the house next door. We have three small children and are unsure of the types of people who are requiring their services. In addition, they have vehicles going to their house and dropping off/picking up people all throughout the day.

Register Position

Submitted on 7 April 2024, 1:32PM
Receipt number 905
Related form version 6

First Name John

Last Name Sampson

Your Address Line 1 319 Swallowtail Ct

Your Address Line 2

City Grand Prairie

State Texas

Zip Code 75052

Case Number Sup-24-02-0007

I am registering my: Opposition

Additional Comments Lowers my property value

Register Position

Submitted on 30 March 2024, 4:59PM
Receipt number 894
Related form version 6

First Name John

Last Name Harris

Your Address Line 1 4453 Newport st

Your Address Line 2

City Grand Prairie

State Texas

Zip Code 75052

Case Number SUP-24-02-0007 326 Swallowtail Ct

I am registering my: Opposition

Additional Comments

Register Position

Submitted on 30 March 2024, 5:09PM
Receipt number 895
Related form version 6

First Name Barbara

Last Name Harris

Your Address Line 1 4453 Newport St

Your Address Line 2

City Grand Prairie

State Texas

Zip Code 75052

Case Number SUP-24-02-0007

I am registering my: Opposition

Additional Comments Our neighborhood is deeded for single family use. A group home is not single family residential use. It is a business.



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 05/21/2024

REQUESTER: Monica Espinoza, Administrative Supervisor

PRESENTER: Savannah Ware, AICP, Chief City Planner

TITLE: 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)

APPLICANT: Sonia Resendez

RECOMMENDED ACTION: Approve

SUMMARY:

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.

PURPOSE OF REQUEST:

The applicant intends to operate a special event center in a lease space in an existing commercial building at 594 W. IH-20, Suite 235. Special Event Centers require a Specific Use Permit according to the Unified Development Code (UDC).

The purpose of the Specific Use Permit process is to identify those uses which might be appropriate within a zoning district, but due to either their location, functional or operational nature, could have a potentially negative impact upon surrounding properties; and provide for a procedure whereby such uses might be permitted by further restricting or conditioning them so as 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	Single Family-Residential
North	PD-27	Residential
South	C	Undeveloped
West	PD-27	Single Family-Residential
East	PD-21	General Retail

PROPOSED USE CHARACTERISTICS AND FUNCTION:

The applicant intends to operate a 1,400 sq. ft. special event center located at 594 W. IH-20, Suite 235. Anticipated events include children’s parties for up to 49 attendees.

Events will be held at the following times:

- Sunday-Thursday: 10:00 AM to 9:00 PM
- Friday-Saturday: 10:00 AM to 10:00 PM

Events will be by appointment only. A video surveillance system will be installed to monitor all activity. 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. 1-3 employee(s) will be on premises to help monitor the events.

The site is accessible from S. Carrier Pkwy. There is an existing dumpster located at the rear of the building.

The proposal meets parking requirements for the proposed Special Event Center. The following table summarizes the parking requirements for the Special Event Center use.

	Required	Provided
Required Spaces (Indoor amusement: 1 space per 200 Sq. Ft.)	10	60+

CONFORMANCE WITH THE COMPREHENSIVE PLAN:

The Future Land Use map (FLUM) of the Comprehensive Plan designated this site for Commercial/Retail/Office designation. The proposal for a Special Event Center Use is consistent with the FLUM of the Comprehensive Plan.

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 22 surrounding properties meeting the distance requirements in the Unified Development Code. As of the writing of this staff memo, the following letters have been received:

In Support: none

In Opposition: none

RECOMMENDATION:

- On April 22, 2024, the Planning and Zoning Commission recommended approval by a vote of 7-0.
- The Development Review Committee (DRC) recommends approval.

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 SPECIAL EVENT CENTER: BEING, 1,440 SQUARE FOOT LEASE SPACE WITHIN A COMMERCIAL CENTER ADDRESSED AS 594 W. IH-20, SUITE 235. LOT 5, BLOCK 1, CARRIER TOWNE CROSSING ADDITION, CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS; ZONED AS PLANNED DEVELOPMENT (PD-223), SAID ZONING MAP AND ORDINANCE BEING NUMBERED ORDINANCE NUMBER 5755 AND PASSED ON APRIL 1, 1997; 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 Special Event Center; and

WHEREAS, the Planning and Zoning Commission of Grand Prairie, Texas, held a public hearing on said application on April 22, 2024, after written notice of such public hearing before the Planning and Zoning Commission on the proposed 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 Special Event Center 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 Special Event Center; and

WHEREAS, Notice was given of a further public hearing to be held by the City Council of the City of Grand Prairie, Texas, in the City Hall Plaza Building at 6:30 o'clock P.M. on May 21, 2024, to consider the advisability of amending the Zoning Ordinance and Map as recommended by the Planning and Zoning Commission, and all citizens and parties at interest were notified that they would have an opportunity to be heard, such Notice of the time and place of such hearing having been given at least fifteen (15) days prior to such hearing by publication in the, Fort Worth Star Telegram, 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 5755, 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 a Special Event Center in a 1,440 square feet lease space within a commercial center addressed 594 W. IH 20, Suite 235. Lot 5, Block 1, Carrier Towne Crossing Addition, City of Grand Prairie, Dallas County, Texas, zoned as Planned Development (PD-223) 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 Special Event Center, the following standards and conditions are hereby established as part of this ordinance:

1. Operations shall comply with Exhibit B – Operational Plan, Exhibit C – Floor Plan, and Section 4.14 of the Unified Development Code, unless specified below.
2. Occupancy shall not exceed 49 attendees.
3. Alcohol shall be prohibited.
4. Events shall not be held past 9:00 PM on Sunday-Thursday and 10:00 PM on Friday-Saturday.
5. Only Suite 235 is authorized to be used as a Special Event Center under this Specific Use Permit.

SECTION 4. The operations of a Special Event Center 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.
7. No on-site food preparation is allowed without the Environmental Health Department Food Prep Permit. The applicant's Operational Plan indicates allowance for licensed catering service for food and beverages, no food prepared on-site.
8. For the purpose of this Specific Use Permit the definition of an Event Center can be understood as (*but not limited to*): An indoor establishment that is regularly rented out, for a limited time period, for special events such as business meetings, seminars, birthday parties, weddings, family events, and small banquet events.
9. The Event Center must meet all relevant safety requirements prescribed by the City of Grand Prairie and the State of Texas.
10. The Event Center shall be used for organized group assemblies only and shall not be used for single admission type events involving a cover charge entrance fee for individuals not associated with the organized group assembly. The Event Center may not be associated with a restaurant, bar, or nightclub.

SECTION 5. 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 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. 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 8. 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 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 21ST DAY OF MAY 2024.

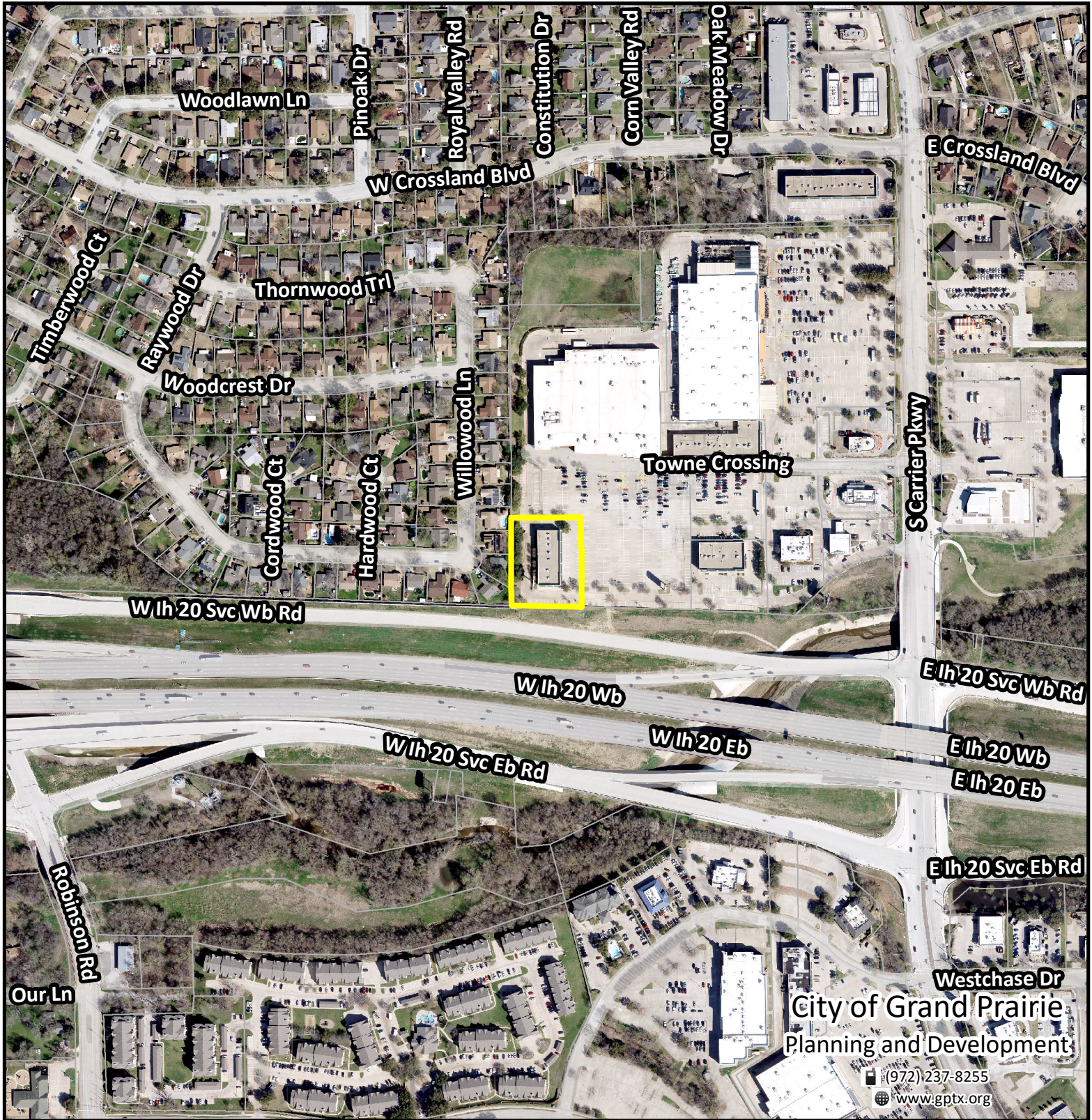
**SPECIFIC USE PERMIT NO. ###
CASE NO. SUP-23-03-0013
ORDINANCE NO. #-2024**

Exhibit A- Location Map




Page 1 of 1

CASE LOCATION MAP
 SUP-24-03-0013
 SPECIAL EVENT CENTER

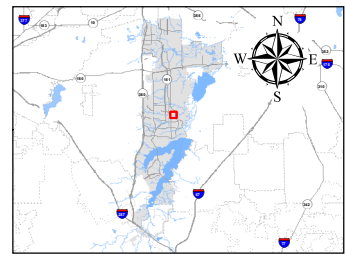
Item 36.




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 0.09 Miles



PLANNING 157
 Date: 3/19/2022

Project



NARRATIVE/OPERATIONAL PLAN INSTRUCTIONS

594 W. Interstate 20 Suite 235
Grand Prairie, TX 75052

PROJECT DESCRIPTION

Celebrate at our place. We provide the space and entertainment for your party and you make our place your own. Our mission is to make it hassle free so that our guest do not have to worry about hosting at their homes. We will cater to children parties only. Fiesta is an educational space that encourages kids to play while taking in new knowledge. This is a place that is based on interactivity, so it brings out the imagination in kids.

HOURS OF OPERATIONS

- Sunday - Thursday 10am - 9pm
- Friday - Saturday 10am - 10pm

NUMBER OF EMPLOYEES

1-3 employees will help transition and clean between parties.

CONDITIONS (Things that we will provide)

- place
- 2 1/2 hour private party room for food and cake
- exclusive use of the play area
- exclusive use of gaming area
- We clean up after the party
- Refrigerator
- sink
- food serving area
- 2 million insurance policy

CONDITIONS (Things that our guest will provide)

- Host will have 15 minutes to set up in the eating area
- Host will provide their own food
- Host will provide their own drinks
- Host will provide their own decorations and table cloths
- Host will make sure that their guest leave in a timely manner
- Host will make sure to monitor and ensure the safety of their guest
- (NO ALCOHOL)

Project

NARRATIVE/OPERATIONAL PLAN INSTRUCTIONS



NATURE OF WORK

- 10:00am-12:30pm We will host our first party
- 12:30pm-1:15pm clean up
- 1:15pm-1:30pm second party set up
- 1:30pm-4:00pm We will host our second party
- 4:00pm-4:45pm clean up
- 4:45pm-5:00pm third party set up
- 5:00pm-7:30pm We will host our third party

Times are subject to change depending on additional hours for parties, but the earliest party will be 10am and we will close by 10pm

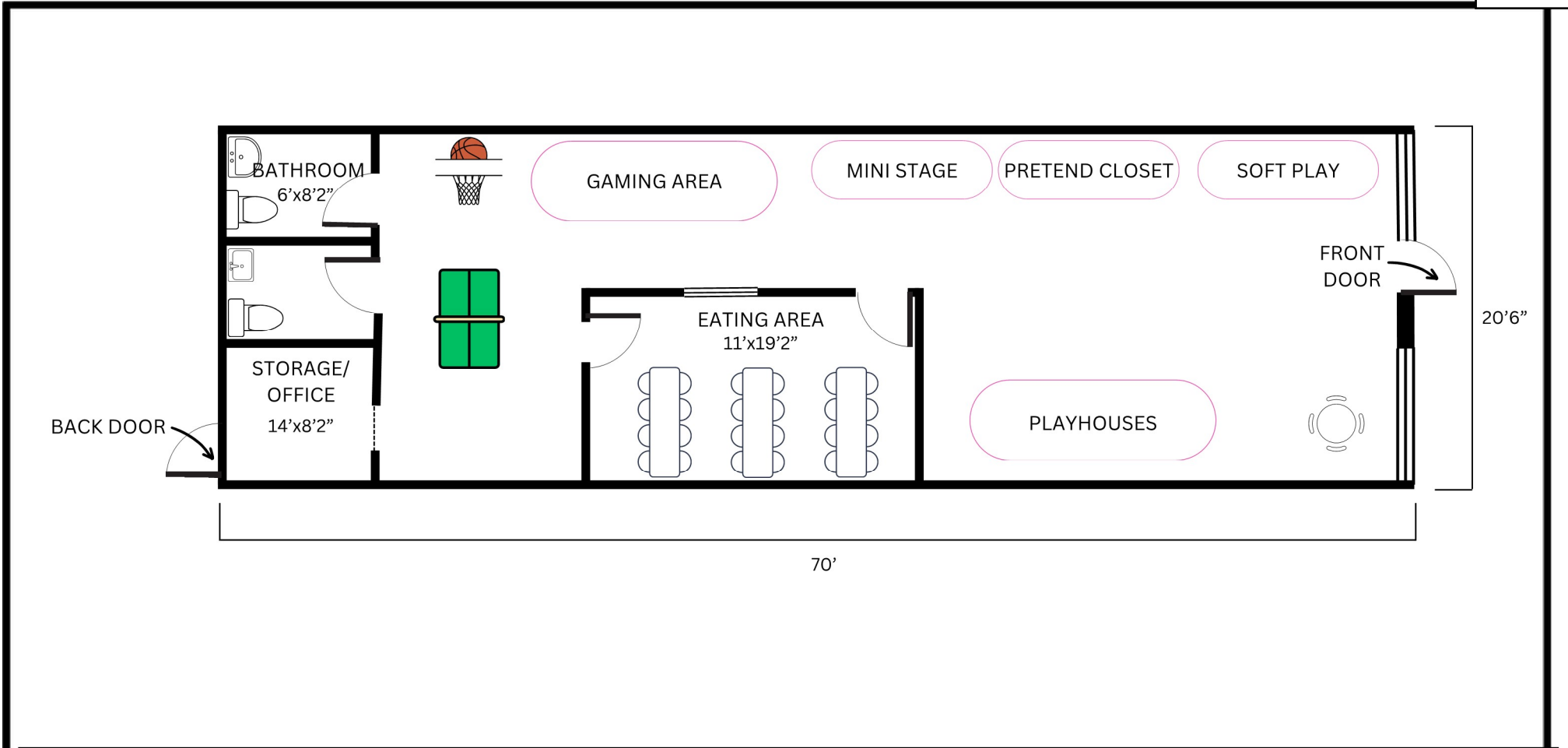
CAPACITY

under 49 people allowed

OTHER NOTES

We will include play houses for pretend play, a stage for dress up, ping pong table, video games, and a soft play area for babies. Our contracts will include that guest are NOT allowed to hang out after their party in the parking lot in order to accommodate the following party. This will help keep the noise level from disrupting the nearby neighborhood. We will have cameras inside as well as outside to help with security and to monitor the people. An employee will be on the premises at all times to also help monitor.

Contact information: Sonia Resendez
(817)239-2488
syresendez@gmail.com
3241 Maberry Court
Grand Prairie, TX 75052



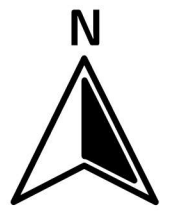
594 W.
INTERSTATE
20 SUITE 235
GRAND
PRAIRIE, TX
75052

OWNER INFORMATION
SONIA RESENDEZ
(817)239-2488
107FIESTA@GMAIL.COM

LANDLORD INFORMATION
TSCA-245 LIMITED PARTNERSHIP
C/O QUINE & ASSOCIATES, INC
301 S SHERMAN ST. STE 100
RICHARDSON, TEXAS 75081

SCALE: 1/8" = 1'

SUBMISSION DATE
FEBRUARY 29, 2024





CITY OF GRAND PRAIRIE
ORDINANCE

MEETING DATE: 05/21/2024
REQUESTER: Monica Espinoza, Administrative Supervisor
PRESENTER: Savannah Ware, AICP, Chief City Planner
TITLE: 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)
APPLICANT: Jonathan Tooley, Hamilton Commercial
RECOMMENDED ACTION: Staff takes no position on the zoning change, but notes the use is consistent with entertainment uses currently permitted in PD-217.

SUMMARY:

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.

PURPOSE OF REQUEST:

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 with City Council approval of a Specific Use Permit.

ADJACENT LAND USES:

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

Table 1. Zoning and Land Use

Table with 3 columns: Direction, Zoning, Existing Use. Row 1: North, PD-217, Undeveloped

South	PD-217	IH-30 / Undeveloped
West	PD-217	Undeveloped/Hotels/Apartments
East	PD-217	Ripley's Believe It or Not

HISTORY:

- September 17, 1996: City Council approved a zoning change creating PD-217 for mixed uses including entertainment, retail, and office uses (Case Number CPA960901/Z960901).
- February 21, 2023: City Council denied a PD amendment 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 (ZON-22-10-0030).

PROPOSED USE CHARACTERISTICS AND FUNCTION:

The proposed PD amendment will add Private Card Room as a use that is allowed with City Council approval of a Specific Use Permit. The proposed definition is below.

- Private Card Room – A private place where members gather to play card games, including poker, billiards, chess, or other similar games.

PUBLIC NOTICE:

Notice of this item was published in the Fort Worth Star Telegram and letters were provided to 21 surrounding properties meeting the distance requirements in the Unified Development Code. As of the writing of this staff memo, the following letters have been received:

In Support: None

In Opposition: None

RECOMMENDATION:

- On April 8, 2024, the Planning and Zoning Commission recommended denial by a vote of 8-0.
- Staff takes no position on the zoning change, but notes the use is consistent with entertainment uses currently permitted in PD-217.

BODY:

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE ZONING ORDINANCE AND MAP TO AMEND PLANNED DEVELOPMENT DISTRICT NO. 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, TRACT 31, MICHAEL FARRANS SURVEY, ABSTRACT, NO. 469, CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS; 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; 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 amend Planned Development District No. 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; and

WHEREAS, the Planning and Zoning Commission of Grand Prairie, Texas, held a public hearing on said application on April 8, 2024, after written notice of such public hearing before the Planning and Zoning Commission on the proposed amendment to Planned Development District No. 217 had been sent to owners of real property lying within 300 feet of the property on which the amendment 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 8-0 to recommend denial to the City Council of Grand Prairie, Texas, that Planned Development District No. 217 be amended 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; and

WHEREAS, Notice was given of a further public hearing to be held by the City Council of the City of Grand Prairie, Texas, in the City Hall Plaza Building at 6:30 o'clock P.M. on May 7, 2024, to consider the advisability of amending the Zoning Ordinance and Map as recommended by the Planning and Zoning Commission, and all citizens and parties at interest were notified that they would have an opportunity to be heard, such Notice of the time and place of such hearing having been given at least fifteen (15) days prior to such hearing by publication in the Fort Worth Star Telegram, Grand Prairie, Texas, a newspaper of general circulation in such municipality; and

WHEREAS, on May 7, 2024, City Council tabled this item to May 21, 2024; and

WHEREAS, all citizens and parties at interest have been given an opportunity to be heard on all the matter of the proposed amendment to Planned Development District No. 217 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; and, by reason of changed conditions, does consider and find that this amendatory Ordinance should be enacted since its provisions are in the public interest and will promote the health, safety and welfare of the community.

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

SECTION 1. Ordinance Number 4779, being the Zoning Ordinance and Map of the City of Grand Prairie, Texas, showing the locations and boundaries of certain districts, and said Zoning Ordinance and Map having been made a part of an Ordinance entitled:

“THE UNIFIED DEVELOPMENT CODE OF THE CITY OF GRAND PRAIRIE, TEXAS,
AS PASSED AND APPROVED BY THE CITY COUNCIL ON THE 20TH DAY OF

NOVEMBER, 1990, TOGETHER WITH ALL AMENDMENTS THERETO AND ENACTING A REVISED ORDINANCE ESTABLISHING AND PROVIDING FOR ZONING REGULATIONS; CREATING USE DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN...”

and passed and approved November 20, 1990, as amended, is hereby further amended so as to amend Planned Development District No. 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 for Tract 31, Michael Farrans Survey, Abstract, No. 469, as depicted in Exhibit A – Boundary Description.

SECTION 2. The intent of this zoning ordinance is 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.

SECTION 3. Section 2.1 Permitted Land Uses, Land Use List of Ordinance 5661, PD-217 attached as Exhibit B – Permissible Use Chart and incorporated for all purposes, is hereby amended by defining Private Card Room to read as “Private Card Room: A private place where members gather to play card games, including poker, billiards, chess, or other similar games” and to allow the Private Card Room Use within the boundaries of land depicted in Exhibit A – Location Map with City Council approval of a Specific Use Permit.

SECTION 4. All portions of Ordinance 5661, PD-217 not specifically amended herein shall remain unaltered and in full force and effect.

SECTION 5. 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 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 Ordinance of the City of Grand Prairie, Texas.

SECTION 8. 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 21ST DAY OF MAY 2024.

PLANNED DEVELOPMENT DISTRICT NO. #
ORDINANCE NO. #-2024
CASE NO. ZON-24-02-0006

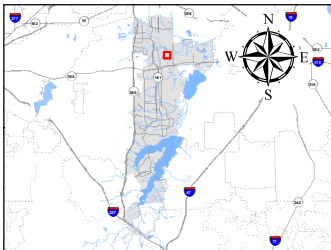


City of Grand Prairie
Planning and Development

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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.

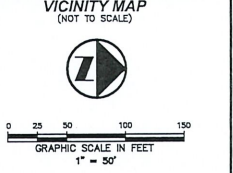
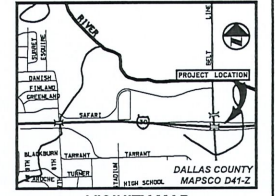
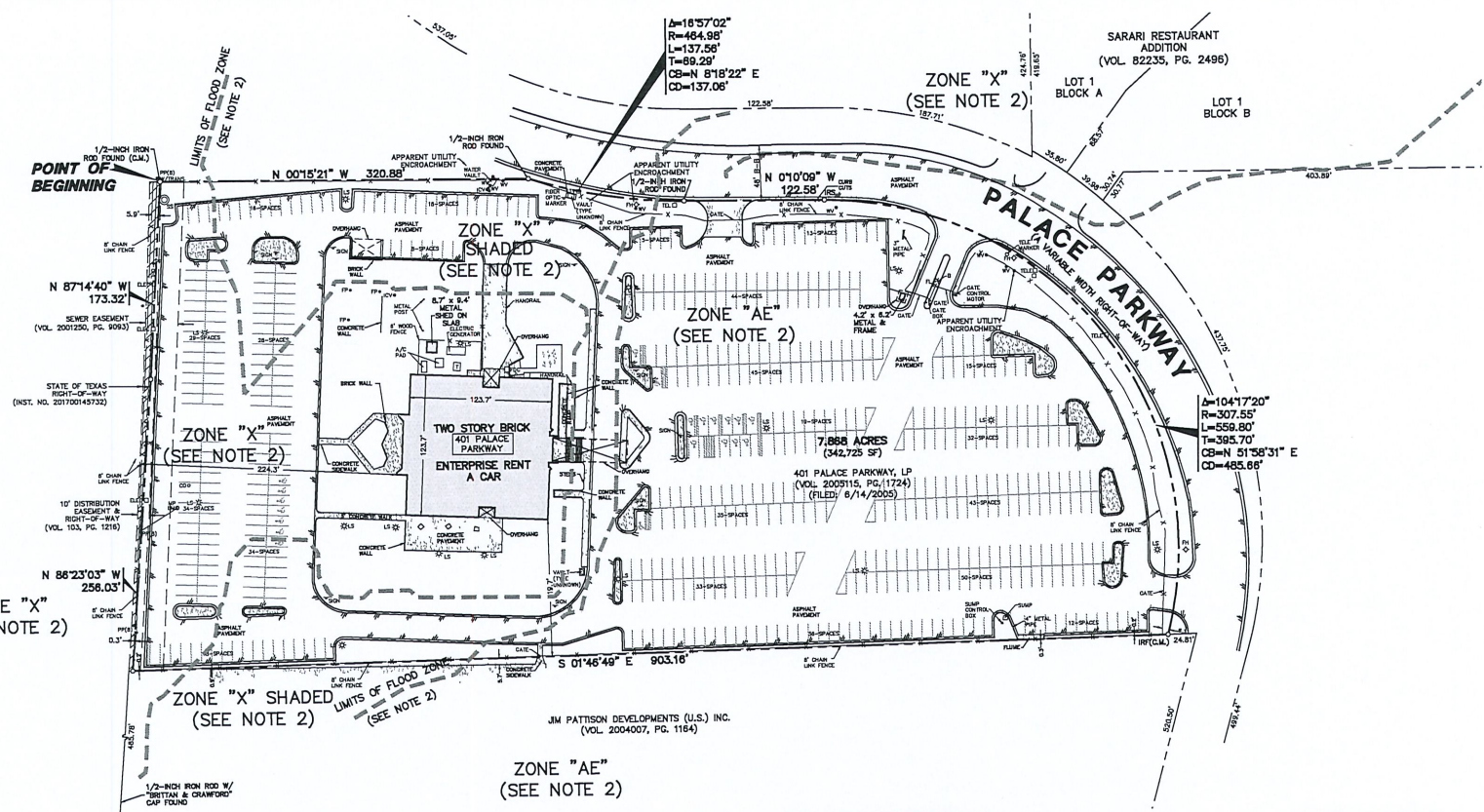


0 0.09 Miles



Date: 3/7/2024

INTERSTATE HIGHWAY NO. 30
(A VARIABLE WIDTH RIGHT-OF-WAY)
(VOL. 4397, PG. 182)



- NOTES ADDRESSING SCHEDULE "B" EXCEPTIONS**
- The Easement recorded in Volume 103, Page 1216 of the Deed Records of Dallas County, Texas, affects the property as shown herein.
 - The Easement recorded in Volume 2001250, Page 9063 of the Deed Records of Dallas County, Texas, affects the property as shown herein.
 - The property described in Deed to the State of Texas recorded in 201700145332 of the Deed Records of Dallas County, Texas is part of the subject property.

PARKING TABLE	
REGULAR	545 SPACES
SHADED	13 SPACES
TOTAL	558 SPACES

- NOTES**
- Survey system for this survey is based on a bearing of North 00 degrees, 31 minutes, 43 seconds East, for a steel line of a tract of land described in General Warranty Deed to Southwest Atlanta Co. as recorded in Volume 88153, Page 827 of the Deed Records of Dallas County, Texas.
 - Subdivided property is shown on the National Flood Insurance Program Flood Insurance Rate Map for Dallas County, Texas, Map No. 4816222222, Community-Plan No. 480472 0202 L, Effective Date March 20, 2016. All of the subject property is shown as located in Zone "AE", Zone "X" Shaded and Zone "X" on said map. Relevant zones are defined on said map as follows:
Zone "X" - Area of 100-year Flood Hazard
Zone "X" Shaded - OTHER AREAS OF FLOOD HAZARD - 1% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with average areas of less than one square mile.
Zone "AE" - Special Flood Hazard Area - Without Base Flood Elevation
 - This survey is based on deeds, easements and/or recorded plats and other records submitted by the client and/or the client's representative as well as adjacent public monuments found on the subject property and adjacent properties. Field measurements and evidence of boundaries found on the ground. However, this survey shall not represent warranty of title or guarantee of ownership. The surveyor did not obstruct the subject property. This survey was performed with the benefit of a current title abstract provided by First American Title Insurance Company, Co. No. 1028-272259-RT, effective date March 3, 2016 issued March 14, 2016.
 - No underground utilities have been located and/or shown on this survey. Only visible and apparent above ground utility opportunities are shown.
 - This survey does not provide a determination or opinion concerning the location or existence of waterfalls, fountains, ponds or hazardous waste areas, substances, substances and environmental conditions or potential impacts. No statement is made concerning the suitability of the subject tract for any intended use, purpose or development.
 - Survey footage totals shown herein or referenced herein are based on mathematical closures and do not necessarily represent the positional accuracy of the boundary monuments.
 - The word "survey" or "footprint" as shown and used herein means an expression of professional opinion representing the facts of the survey and does not constitute a warranty or guarantee, expressed or implied.
 - Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject tract: easements, building setbacks, utility setbacks, easements, subdivision restrictions, zoning or other land-use regulations, Agreements, Lease Agreements and ownership title interests.
 - Any dedication made herein or hereby is made to the original purchaser of the survey. It is not transferable to additional institutions or subsequent owners.
 - The distances shown herein for adjoining and adjoining properties have been compiled from recorded plats and deeds, and do not necessarily represent field vertical or horizontal distances.
 - The property shown herein is subject to the restrictions of access to U.S. Hwy. No. 30 as described in Volume 4267, Page 122 of the Deed Records of Dallas County, Texas.

DESCRIPTION OF PROPERTY SURVEYED

DESCRIPTION of a 7,888 acre (342,725 square feet) tract of land situated in the Michou Farm Survey, Abstract No. 468, City of Grand Prairie, Dallas County, Texas, said tract being part of that tract of land described in Warranty Deed with Vendor's Lien to 401 Palace Parkway, LP recorded in Volume 2005115, Page 1724 of the Deed Records of Dallas County, Texas, said 7,888 acre (342,725 square feet) tract being more particularly described as follows (bearing system for this survey is based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone 4202, based on observations made on March 28, 2016):

BEGINS, at a 1/2-inch iron rod found for the northwest corner of that tract of land described in Deed to the State of Texas recorded in Instrument No. 201700145332 of the Official Public Records of Dallas County, Texas, said point being in the west line of said 401 Palace Parkway, LP tract the east right-of-way line of Palace Parkway (a variable width right-of-way) and the north right-of-way line of Interstate Highway No. 30 (a variable width right-of-way);

THENCE, along the said west line of 401 Palace Parkway, LP tract and the said east line of Palace Parkway the following bear (4) sets:

North 02 degrees, 15 minutes, 21 seconds West, depicting the said north line of Interstate Highway No. 30, a distance of 320.88 feet to a 1/2-inch iron rod found for the beginning of a non-tangent curve to the left;

in a northeasterly direction along said curve, having a central angle of 18 degrees, 57 minutes, 02 seconds, a radius of 464.80 feet, a short bearing and distance of North 00 degrees, 10 minutes, 22 seconds East, 137.06 feet, an arc distance of 137.50 feet to a 1/2-inch iron rod found at the end of said curve;

North 00 degrees, 09 seconds West, a distance of 122.58 feet to a 1/2-inch iron rod with "PACHECO KODI" cap set for the beginning of a curve to the right;

in a northeasterly direction along said curve, having a central angle of 104 degrees, 17 minutes, 20 seconds, a radius of 307.52 feet, a short bearing and distance of North 31 degrees, 58 minutes, 31 seconds East, 482.89 feet, an arc distance of 258.00 feet to a 1/2-inch iron rod with "PACHECO KODI" cap set found in the west line of that tract of land described in Special Warranty Deed to Jim Pattison Developments (U.S.) Inc. recorded in Volume 2004007, Page 1184 of the said Deed Records;

THENCE, South 01 degrees, 40 minutes, 40 seconds East, depicting the said east line of Palace Parkway and along the said east line of Jim Pattison Developments (U.S.) Inc. tract, a distance of 903.18 feet to a 1/2-inch iron rod with "PACHECO KODI" cap set for the northeast corner of said State of Texas tract and the said north line of Interstate Highway No. 30;

THENCE, North 88 degrees, 23 minutes, 03 seconds West, depicting the said west line of the Jim Pattison Developments (U.S.) Inc. tract and along the said north line of the State of Texas tract and the north line of Interstate Highway No. 30, a distance of 256.03 feet to a point for corner;

THENCE, North 87 degrees, 14 minutes, 40 seconds West, continuing along the said north line of the State of Texas tract and the north line of Interstate Highway No. 30, a distance of 173.32 feet to the POINT OF BEGINNING;


CONTAINING 342,725 square feet or 7,888 acres of land, more or less.

SURVEYOR'S CERTIFICATE


To: 401 Palace Parkway LP (owner);
Clarewood Bank (lender);
First American Title Insurance Company (Title Insurance Company Agent); and
First American Title Insurance Company (Underwriter);

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/ACSP Land Title Surveys, jointly established and adopted by ALTA and ACSP, and include items 1, 2, 3, 4, and 9 of Table A thereof. The field work was completed on March 28, 2016.

Date of Plat or Map: March 28, 2016.

 *David C. Pate*
David C. Pate, P.E.
Professional Land Surveyor
No. 8890
dcp@pacheco.com
www.pcheco.com

ALTA/ACSP LAND TITLE SURVEY
7.924 ACRE TRACT
LOCATED IN THE CITY OF GRAND PRAIRIE, TEXAS
AND BEING OUT OF THE
MICHAEL FARRENS SURVEY, ABSTRACT NO. 469,
DALLAS COUNTY, TEXAS

		4200 BRYANT BURN ROAD FORT WORTH, TX 76106 817.412.7155 TX REG. ENGINEERING FIRM T-489 TX REG. SURVEYING FIRM S-100090001	
DRAWN BY EN	CHECKED BY DCP	SCALE 1"=50'	DATE 03/28/19
JOB NUMBER 2848-19.144			

GF. NO. 1002-272259 RTT

AGRICULTURAL USES

Orchard
 Greenhouse (Non-Retail/Hobby)
 Greenhouse (Retail) --
 Plant Nursery (Growing)
 Plant Nursery (Retail Sales)
 Farms, General (Crops)
 Farms, General (Livestock/Ranch)
 Hay, Grain, and/or Feed Sales
 Veterinarian (Indoor Kennels)
 Veterinarian (Outdoor Kennels)
 Stables (Private, Principle Use)
 Stables (Private, Accessory Use)
 Animal Specialty Services,
 Except Veterinary
 Livestock Sales
 Kennels

RESIDENTIAL USES

Single Family Townhouse	SUP
Multi-Family (Apartments)	SUP
Accessory Building/Structure	
Home Occupation	
College Dormitory (On Campus)	

INSTITUTIONAL / GOVERNMENTAL

Emergency Ambulance Service	
Post Office (Governmental)	
Mailing Service (Private)	
Airport	
Heliport	
Helistop	
Phone Exchange/Switching Station	
Radio/Television Tower (Commercial)	SUP
Cellular Communications Tower	SUP
Cellular Communications Equipment - No Tower	
Electrical Substation	SUP
Electrical Transmission Line	
Gas Transmission Line	
Utility Distribution Line	
Utility Shop and Storage	

09/06/96

INSTITUTIONAL / GOVERNMENTAL (Cont.)

Water Treatment Plant
Water Supply Facility (Public)
Water Supply Facility (Private)
Sewage Pumping Station
Retirement Home/Home for the Aged SUP
Hospice
Hospital
Psychiatric Hospital
Clinic
Emergency Care Clinic
School, K thru 12 (Public)
School, K thru 12 (Private)
School, Vocational
College and/or University
Registered Family Home
Child Day Care (7 or more)
Orphanage
Community Center
Fraternal Organization
Civic Club
Philanthropic Organization
Church/Place of Worship
Use Associated to a Religious Institution
Rectory/Parsonage
Monastery/Convent
Governmental Building
Police Station
Fire Station
Library

OFFICE USES

Credit Agency
Office (Brokerage Service)
Insurance Agency Offices
Real Estate Offices
Offices (Health Services)
Offices (Legal Services)
Offices (Counseling)
Offices (Miscellaneous)

PERSONAL AND BUSINESS SERVICES

Bank
 Financial Services (Advice/Invest)
 Savings and Loans --
 Credit Unions
 Automatic Teller Machines (ATM's)
 Apartell Inns
 Hotel/Motel
 Bed & Breakfast Hotel ;
 Laundry/Dry Cleaning (Drop Off/Pick Up)
 Tailor Shop
 Shoe Repair
 Travel Agency
 Beauty Shop (Non-College)
 Barber Shop (Non-College)
 Photo Studio
 Kiosk (Providing A Service)
 Photocopying/Duplicating
 Security Quarters as Associated with
 A Business (Live-In)
 Auction (Indoors)
 Appliance Repair
 Communication Equipment
 (Installation and/or Repair)
 Locksmith
 Karate School (Martial Arts)
 Automobile Driving School
 Dance/Drama/Music Schools
 (Performing Arts)
 Artist Studio

RETAIL USES

Building Material Sales	SUP
Hardware Store	
Garden Shop (Inside Storage)	
Plant Nursery (Outside Storage)	
Department Store	
Variety Store	
Convenience Store	SUP
Retail Store with Gasoline as an Associated Use	
Fruit and/or Vegetable Store	
Confectionery Store (Retail)	

09/06/96

RETAIL USES (Cont.)

Bakery (Retail)	
Auto Supply Store for New and Primarily Rebuilt Parts	
Gasoline Service Station	
Auto Dealer (Primarily New)	SUP
Boat Dealer/Sales Only	SUP
Recreational Vehicle Dealer/Sales Only	SUP
Motorcycle Dealer	SUP
All Terrain Vehicle Dealer/Sales Only	SUP
Furniture Sales (Indoor)	
Drapery Shop	
Major Appliance Sales (Indoor)	
Used Merchandise (Antiques)	
Restaurant (Serving Alcohol) (No Entertainment)	
Restaurant (Serving Alcohol) (With Entertainment)	SUP
Restaurant	
Restaurant (Drive-In)	
Restaurant (Drive-Thru)	
Restaurant (Kiosk)	
Private Club (Alcohol Served)	
Alcohol Sales/Off-Premise Consumption	
Bike Sales and/or Repair	
Handicraft Shop	
Needlework Shop	
Florist	
Art Dealer	
Pet Shop	
Retail Store (Miscellaneous)	

TRANSPORTATION AND AUTO SERVICES

Railroad Right-of-Way	
Passenger Terminal	
Limousine Service	
Taxi Stand	
Accessory Parking	
Commercial Parking Lot (Cars)	
Recreational Vehicle Parking Lot	
Auto Repair as an Associated Use to Retail Sales	

WHOLESALE TRADE

Warehouse/Storage (Inside) SUP
 Paper and/or Paper Products (Wholesale) SUP

MANUFACTURING MINING AND CONSTRUCTION

Contractor's On-Site Construction Office (Approval by Chief Building Official)
 Batching Plant (Temporary) (By Resolution of City Council)

AMUSEMENT AND RECREATIONAL SERVICES

Boat Launching Ramp
 Marina
 Fishing Pier
 Radio Station (without Tower)
 Television Station (without Tower)
 Dinner Theatre
 Motion Picture Theater (Indoors)
 Motion Picture Theater (Outdoors)
 Theater (Non-Motion Picture)
 Amusement Services (Indoors)
 Amusement Services (Outdoors) SUP
 Bowling Center
 Health Club (Physical Fitness)
 Amusement Devices/Arcade
 (Four or more devices)
 Billiard Parlor (Three or more tables)
 Skating Rink
 Exhibition Hall
 Museum / Wax Museum
 Art Gallery
 Stadium
 Membership Sports
 Golf Course (Public/Private)
 Recreational Club (Members Only)
 Swimming Pool (Public)
 Day Camp
 Park and/or Playground
 Fairground
 Zoo
 Earth Satellite Dish (Private)
 Earth Satellite Dish (Public)
 Non-Commercial Radio Tower
 Less Than 65 Feet High

09/06/96

AMUSEMENT AND RECREATIONAL SERVICES (Cont.)

Special Events (Temporary)

Bingo Parlor

SUP

Private Card Room --

SUP

Private Card Room: A private place where members gather to play card games, including poker, billiards, chess, or other similar games



CITY OF GRAND PRAIRIE
ORDINANCE

MEETING DATE: 05/21/2024
REQUESTER: Monica Espinoza, Administrative Supervisor
PRESENTER: Savannah Ware, AICP, Chief City Planner
TITLE: 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)
APPLICANT: Jonathan Tooley, Hamilton Commercial
RECOMMENDED ACTION: Staff takes no position on the Specific Use Permit, but recommends conditions should the SUP be approved.

SUMMARY:

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.

PURPOSE OF REQUEST:

The applicant intends to operate a Private Card Room, which requires City Council approval of a Specific Use Permit.

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	PD-217	Undeveloped
South	PD-217	IH-30 / Undeveloped
West	PD-217	Undeveloped/Hotels/Apartments
East	PD-217	Ripley's Believe It or Not

HISTORY:

- February 21, 2023: City Council denied an SUP request to allow a private card room (SUP-22-10-0043).
- A PD amendment 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 is under concurrent review (ZON-24-02-0006).

PROPOSED USE CHARACTERISTICS:

The applicant is proposing to operate a Private Card Room, which is defined as a private place where members gather to play card games, including poker, billiards, chess, or other similar games in which, except for the advantage of skill or luck, the risks of losing and chances for winning are the same for all participants. No person or entity receives any economic benefit other than personal winnings from said games.

The Private Card Room will include a full-service kitchen where food and beverages will be available for purchase. The applicant plans to pursue a TABC license as a private club to allow the sale of alcohol to its members. If the applicant fails to obtain a TABC license as a private club, the applicant shall comply with all applicable City Ordinances regarding alcohol sales.

The applicant proposes to operate initially from 10:00 AM until 2:00 AM but plans to expand hours to 24 hours a day. Proposed security measures include utilizing a private security firm both indoors and outside. The operational plan indicates that security personnel will patrol the parking lot and assist customers to and from their vehicles.

The Private Card Room will require membership and will charge dues for club membership. Members will be charged for hourly seat rentals, food and drinks, and merchandise. Members will be charged an entry fee and a separate administrative fee during tournaments.

PUBLIC NOTICE:

Notice of this item was published in the Fort Worth Star Telegram and letters were provided to 21 surrounding properties meeting the distance requirements in the Unified Development Code. As of the writing of this staff memo, the following letters have been received:

In Support: None

In Opposition: None

RECOMMENDATION:

- On April 8, 2024, the Planning and Zoning Commission recommended denial by a vote of 8-0.
- Staff takes no position on the Specific Use Permit, but recommends the following conditions should the Planning and Zoning Commission recommend approval of the request:
 1. Individuals under the age of 21 shall not be permitted inside the location.
 2. 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.
 3. The membership shall be a minimum of three months. Membership must be limited in number and may not be transferable.
 4. 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.
 5. 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.
 6. 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.
 7. 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.
 8. The private card room shall have a cash accountability policy to limit the amounts of cash easily accessible to employees.
 9. 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.
10. A private card room shall have posted, at or near the cash cage signs or decals indicating that surveillance cameras are in use.
 11. 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.
 12. 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.
 13. 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.
 14. 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.
 15. Any unsafe or authorized operations or activities may be determined as grounds for revocation of the Specific use Permit by the City Council.
 16. The alcohol sales shall follow all TABC regulations and City ordinances as approved by the Public Health and Environmental Quality Department.
 17. 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.

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 PRIVATE CARD ROOM ON 7.92 ACRES: TRACT 31, MICHAEL FARRANS SURVEY, TRACT 31, MICHAEL FARRANS SURVEY, ABSTRACT, NO. 469, 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 Private Card Room; and

WHEREAS, the Planning and Zoning Commission of Grand Prairie, Texas, held a public hearing on said application on April 8, 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 a Private Card Room 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 8 to 0 to recommend denial to the City Council of Grand Prairie, Texas, that said Zoning Ordinance and Map be amended to allow a Specific Use Permit for a Private Card Room; and

WHEREAS, Notice was given of a further public hearing to be held by the City Council of the City of Grand Prairie, Texas, in the City Hall Plaza Building at 6:30 o'clock P.M. on May 7, 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, on May 7, 2024, the City Council tabled this item to May 21, 2024; 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 a Private Card Room on Tract 31, Michael Farrans Survey, Abstract, No. 469, City of Grand Prairie, Dallas County, Texas, as depicted in Exhibit A – Boundary Description 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 the development and operations of a Private Card Room, the following standards and conditions are hereby established as part of this ordinance:

1. The development shall maintain compliance with all Federal, State, and Local regulations; including, but not necessarily limited to, all applicable standards and regulations of the Grand Prairie Code of Ordinances and Unified Development Code.
2. Daily operations shall comply with Exhibit B – Operational Plan.
3. The development shall generally adhere to the City Council approved Exhibit C – Floor Plans.
4. Individuals under the age of 21 shall not be permitted inside the location.
5. 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.
6. The membership shall be a minimum of three months. Membership must be limited in number and may not be transferable.
7. 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.
8. 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.
9. 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.
10. 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.
11. The private card room shall have a cash accountability policy to limit the amounts of cash easily accessible to employees.
12. The private card room shall have digital, high-resolution surveillance cameras that capture high-resolution digital recordings that 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.
13. A private card room shall have posted, at or near the cash cage signs or decals indicating that surveillance cameras are in use.
 14. 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.
 15. 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.
 16. 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.
 17. 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.
 18. Any unsafe or authorized operations or activities may be determined as grounds for revocation of the Specific Use Permit by the City Council.
 19. The alcohol sales shall follow all TABC regulations and City ordinances as approved by the Public Health and Environmental Quality Department.
 20. 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.

SECTION 4. The operations of a Private Card Room 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 six (6) months 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 laws and applicable 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. 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 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. 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 21ST DAY OF MAY 2024.**

**SPECIFIC USE PERMIT NO. #
CASE NO. SUP-24-02-0008
ORDINANCE NO. #-2024**

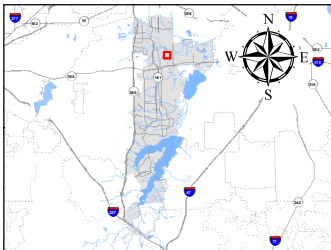


City of Grand Prairie
Planning and Development

(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.

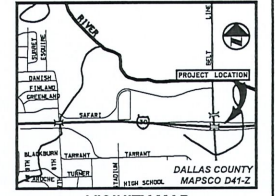
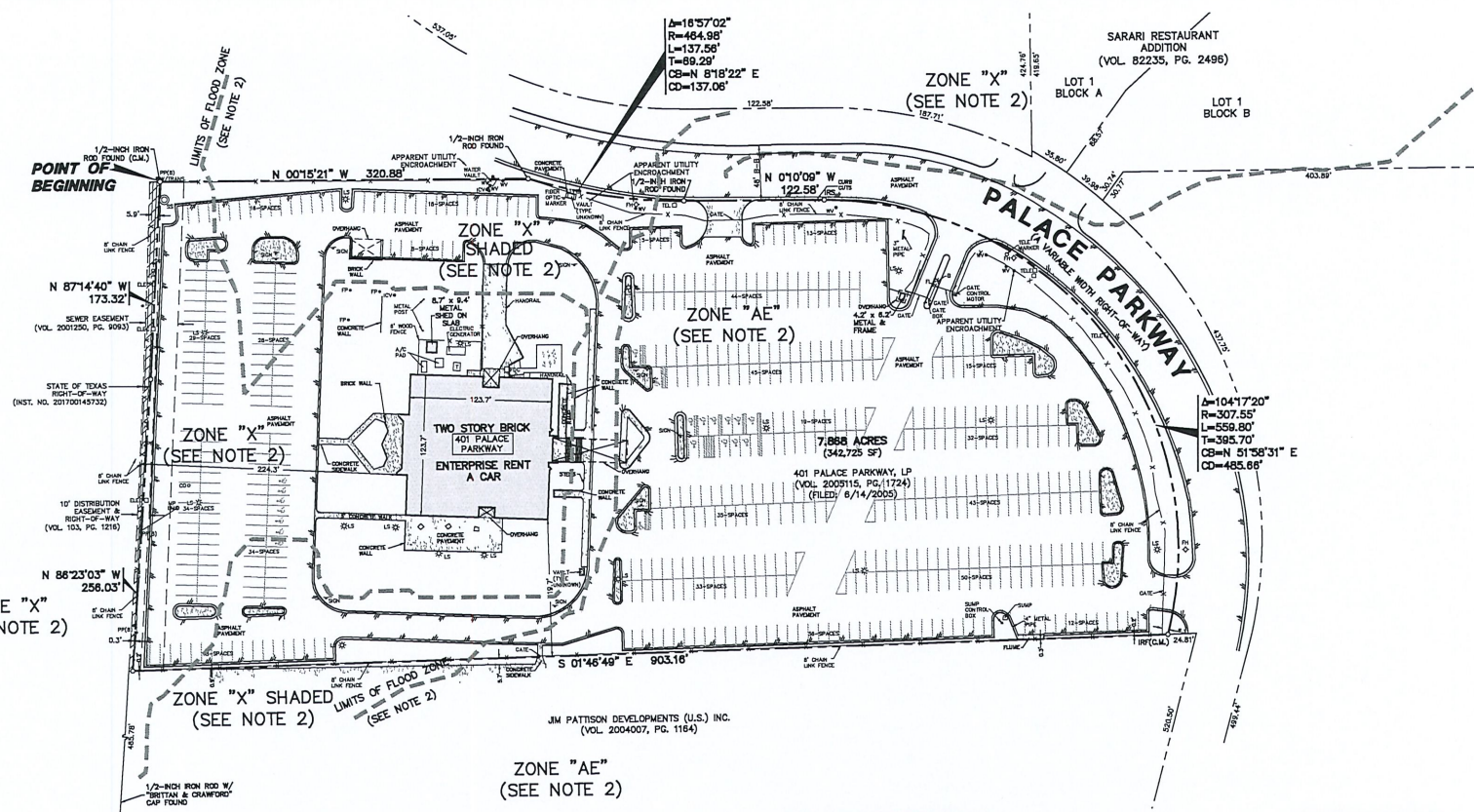


0 0.09 Miles



Date: 3/7/2024

INTERSTATE HIGHWAY NO. 30
(A VARIABLE WIDTH RIGHT-OF-WAY)
(VOL. 4397, PG. 182)



LEGEND

- 1. BOLLARD
- 2. ELECTRIC METER
- 3. POWER POLE
- 4. LIGHT STANDARD
- 5. WATER METER
- 6. WATER VALVE
- 7. IRRIGATION CONTROL VALVE
- 8. FIRE HYDRANT
- 9. CLEANOUT
- 10. MANHOLE
- 11. TRAFFIC SIGNAL CONTROL
- 12. TRAFFIC SIGNAL POLE
- 13. TELEPHONE BOX
- 14. FLOOD LIGHT
- 15. FLAG POLE
- 16. TRAFFIC SIGN
- 17. FLOOD LIGHT
- 18. FLOOD LIGHT
- 19. AIR CONDITIONING PAD
- 20. 1/2-INCH IRON ROD
- 21. 1/2-INCH IRON ROD CAP SET
- 22. CONTROLLING MONUMENT
- 23. PROPERTY LINE
- 24. FENCE
- 25. OVERHEAD UTILITY LINE
- 26. HANDICAP PARKING
- 27. ELECTRIC TRANSFORMER
- 28. RIGHT-OF-WAY TO THE STATE OF TEXAS

- NOTES ADDRESSING SCHEDULE "B" EXCEPTIONS**
- The Easement recorded in Volume 103, Page 1216 of the Deed Records of Dallas County, Texas, affects the property as shown hereon.
 - The Easement recorded in Volume 2001250, Page 9003 of the Deed Records of Dallas County, Texas, affects the property as shown hereon.
 - The property described in Deed to the State of Texas recorded in 201700145732 of the Deed Records of Dallas County, Texas is part of the subject property.

PARKING TABLE

REGULAR	545 SPACES
SHADED	13 SPACES
TOTAL	558 SPACES

- NOTES**
- Survey system for this survey is based on a bearing of North 00 degrees, 31 minutes, 43 seconds East, for a steel line of a tract of land described in General Warranty Deed to Southwest Atlanta Co. as recorded in Volume 88153, Page 827 of the Deed Records of Dallas County, Texas.
 - Subdivided property is shown on the National Flood Insurance Program Flood Insurance Rate Map for Dallas County, Texas, Map No. 4816222222, Community-Plan No. 480472 0202 L, Effective Date March 20, 2016. All of the subject property is shown as located in Zone "AE", Zone "X" Shaded and Zone "X" on said map. Relevant zones are defined on said map as follows:
Zone "X" - Area of 100-year Flood Hazard
Zone "X" Shaded - OTHER AREAS OF FLOOD HAZARD - 100 Year Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with average areas of less than one square mile.
Zone "AE" - Special Flood Hazard Areas - Without Base Flood Elevation
 - This survey is based on deeds, easements and/or recorded plats and other records submitted by the client and/or the client's representative as well as adjacent public monuments found on the subject property and adjacent properties. Field measurements and evidence of boundaries found on the ground. However, this survey shall not represent warranty of title or guarantee of ownership. The surveyor did not obstruct the subject property. This survey was performed with the benefit of a current title abstract provided by First American Title Insurance Company, Co. No. 1002-272259-RT, effective date March 3, 2016 issued March 14, 2016.
 - No underground utilities have been located and/or shown on this survey. Only visible and apparent above ground utility opportunities are shown.
 - This survey does not provide a determination or opinion concerning the location or existence of waterfalls, fountains, ponds or hazardous waste areas, subsidence, subsurface and environmental conditions or potential claims. No statement is made concerning the suitability of the subject tract for any intended use, purpose or development.
 - Survey footage labels show bearings or referenced bearings are based on mathematical closure and do not necessarily represent the positional accuracy of the boundary monuments.
 - The word "width" or "widths" as shown and used herein means an expression of professional opinion representing the facts of the survey and does not constitute a warranty or guarantee, expressed or implied.
 - Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject tract: easements; building setbacks; restrictive covenants; subdivision restrictions; zoning or other land-use regulations; Agreements; Lease Agreements; and ownership title interests.
 - Any dedication made herein or hereby is made to the original purchaser of the survey. It is not transferable to additional institutions or subsequent owners.
 - The distances shown herein for adjoining and adjoining properties have been compiled from recorded plats and deeds, and do not necessarily represent field vertical or horizontal distances.
 - The property shown herein is subject to the restrictions of access to U.S. Hwy. No. 30 as described in Volume 4267, Page 122 of the Deed Records of Dallas County, Texas.

DESCRIPTION OF PROPERTY SURVEYED

DESCRIPTION of a 7,888 acre (342,725 square feet) tract of land situated in the Michow Farm Survey, Abstract No. 468, City of Grand Prairie, Dallas County, Texas, said tract being part of that tract of land described in Warranty Deed with Vendor's Lien to 401 Palace Parkway, LP recorded in Volume 2005115, Page 1724 of the Deed Records of Dallas County, Texas, said 7,888 acre (342,725 square feet) tract being more particularly described as follows (bearing system for this survey is based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone 4202, based on observations made on March 28, 2016):

BEGINS, at a 1/2-inch iron rod found for the northwest corner of that tract of land described in Deed to the State of Texas recorded in Instrument No. 201700145732 of the Official Public Records of Dallas County, Texas, said point being in the west line of said 401 Palace Parkway, LP tract the east right-of-way line of Palace Parkway (a variable width right-of-way) and the north right-of-way line of Interstate Highway No. 30 (a variable width right-of-way);

THENCE, along the said west line of 401 Palace Parkway, LP tract and the said east line of Palace Parkway the following bear (4) calls:

North 02 degrees, 15 minutes, 21 seconds West, depicting the said north line of Interstate Highway No. 30, a distance of 320.88 feet to a 1/2-inch iron rod found for the beginning of a non-cantilever curve to the left;

in a northeasterly direction along said curve, having a central angle of 18 degrees, 57 minutes, 02 seconds, a radius of 464.80 feet, a short bearing and distance of North 00 degrees, 10 minutes, 22 seconds East, 137.06 feet, on an arc distance of 137.06 feet to a 1/2-inch iron rod found at the end of said curve;

North 00 degrees, 10 minutes, 09 seconds West, a distance of 122.58 feet to a 1/2-inch iron rod with "PAVING BLOCK" cap set for the beginning of a curve to the right;

in a northeasterly direction along said curve, having a central angle of 104 degrees, 17 minutes, 20 seconds, a radius of 307.52 feet, a short bearing and distance of North 31 degrees, 58 minutes, 31 seconds East, 482.89 feet, on an arc distance of 258.03 feet to a 1/2-inch iron rod with "PAVING BLOCK" cap set found in the west line of that tract of land described in Special Warranty Deed to Jim Pattison Developments (U.S.) Inc. recorded in Volume 2004007, Page 1184 of the said Deed Records;

THENCE, South 01 degrees, 40 minutes, 40 seconds East, depicting the said east line of Palace Parkway and along the said east line of Jim Pattison Developments (U.S.) Inc. tract, a distance of 903.18 feet to a 1/2-inch iron rod with "PAVING BLOCK" cap set for the northeast corner of said State of Texas tract and the said north line of Interstate Highway No. 30;

THENCE, North 88 degrees, 23 minutes, 03 seconds West, depicting the said west line of the Jim Pattison Developments (U.S.) Inc. tract and along the said north line of the State of Texas tract and the north line of Interstate Highway No. 30, a distance of 258.03 feet to a point for corner;

THENCE, North 87 degrees, 14 minutes, 40 seconds West, continuing along the said north line of the State of Texas tract and the north line of Interstate Highway No. 30, a distance of 173.32 feet to the POINT OF BEGINNING;

CONTAINING 342,725 square feet or 7,888 acres of land, more or less.

SURVEYOR'S CERTIFICATE

To: 401 Palace Parkway LP (owner);
Clairwood Bank (lender);
First American Title Insurance Company (Title Insurance Company Agent); and
First American Title Insurance Company (Underwriter);

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/ACSP Land Title Surveys, jointly established and adopted by ALTA and ACSP, and include items 1, 2, 3, 4, and 9 of Table A thereof. The field work was completed on March 28, 2016.

Date of Plat or Map: March 28, 2016.



David C. Pacheco
David C. Pacheco
Professional Professional Land Surveyor
No. 8590
dcpacheco@pacheco.com
www.pcheco.com

ALTA/ACSP LAND TITLE SURVEY
7.924 ACRE TRACT
LOCATED IN THE CITY OF GRAND PRAIRIE, TEXAS
AND BEING OUT OF THE
MICHAEL FARRENS SURVEY, ABSTRACT NO. 469,
DALLAS COUNTY, TEXAS

Pacheco Koch
4000 BRYANT BURN ROAD
FORT WORTH, TX 76106 817.412.7155
TX REG. ENGINEERING FIRM T-489
TX REG. SURVEYING FIRM S-100000001

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
EN	DCP	1"=50'	03/28/19	2848-19.144

GF. NO. 1002-272259 RTT

Operational Plan – 3.25.2024

Palace Poker House
401 E. Palace Parkway
Grand Prairie, Texas
75050

1. Description/Location

Hamilton Commercial, LLC, based in Grand Prairie, Texas, is delighted to announce the launch of Palace Poker House ("PPH"), a premier and private social poker club, located at 401 E. Palace Parkway. Our facility is uniquely designed to provide a sophisticated environment for a variety of recreational pursuits and poker card games to our valued members. Located strategically west of Belt Line Road and north of I-30 Frontage Road, our property spans 7.9 acres and features a building with two levels, each offering 15,000 square feet of meticulously designed space. The site boasts approximately 550 parking spaces, ensuring ample and convenient access for our members. This setting not only enhances the exclusivity and luxury of the Palace Poker House but also reinforces our commitment to providing an unparalleled social and recreational experience.

2. Club Activities

PPH will feature numerous poker tables for member-exclusive recreational activities such as pool tables, golf simulators, ping pong, and lounge areas, ensuring a varied and engaging club experience. There will be no provision for live entertainment or dancing, affirming PPH's commitment to maintaining a focused recreational and social environment devoid of any sexual-oriented business activities.

3. Hours of Operation

Initial operating hours will be from 10:00 AM until 2:00 AM, with future plans to extend operations to 24/7 availability, bolstered by on-site security measures including surveillance and professional security personnel. Security measures will extend to parking lot patrols and assistance for members, ensuring a safe and welcoming environment. PPH will communicate with Grand Prairie PD to identify a trusted Director of Security Operations for the club and exterior.

4. Revenue

PPH will generate revenue by charging hourly seat rental for poker and tournaments, contests and game promotion, alongside income from food and beverage services and merchandise sales. The club's operation will emphasize fairness, with no economic benefit derived from games beyond personal winnings, ensuring a level playing field for all participants.

- **Membership Fees and Dues.** Membership at PPH entails a fee, ensuring eligibility to partake in the club's offerings. Adherence to membership fees, and dues payment, and keeping personal information updated are prerequisites for club entry.
- **Hourly Seat Rentals:** Members are charged an hourly fee for occupying seats at poker tables, providing a consistent revenue stream that supports the club's operations and maintenance.
- **Food and Beverage Services:** The club boasts a full-service operation, serving a selection of foods and soft drinks. This aspect of the club not only enhances the overall experience but also contributes significantly to its revenue.
- **Merchandise Sales:** A retail component offers club-branded merchandise, adding an additional revenue stream while promoting the club's brand identity.
- **Tournament Fees:** Players entering a tournament are required to pay both an entry fee, which goes directly into the prize pool, and a separate administrative fee. This fee covers the club's overhead costs, similar to how hourly seat rental fees operate for regular games. The administrative fee ensures the club can maintain high-quality services and facilities without taking a percentage of the tournament's prize pool.

The club is committed to ensuring that all club activities are conducted fairly, with no participant gaining an economic advantage beyond personal winnings. This principle of fairness extends to the policy on tipping; while members can tip dealers or other staff at their discretion, it is not a requirement for participation in any event.

5. Membership

Access to PPH is exclusively reserved for Club Members, maintaining its status as a private establishment. Applicants must be at least 21 years old, possess a government- issued ID, complete the Membership Application, and pay the application fee upon submittal.

6. **Security**

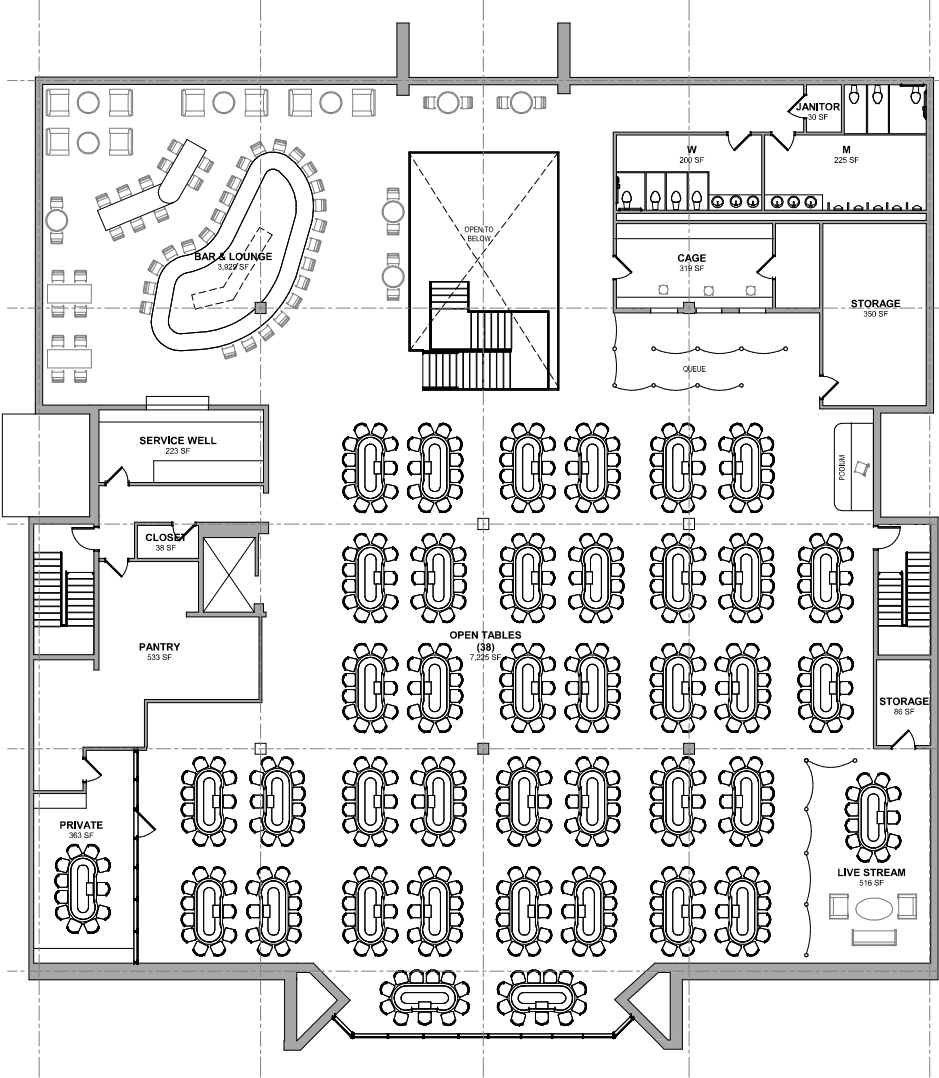
PPH commits to surpassing standard safety requirements, implementing advanced alarm systems, new age surveillance, designed cashier cage, ample parking lighting, inside and outside security. Additionally, PPH security team will provide escorts from building to vehicle for club members, if needed. PPH will liaise with Grand Prairie PD on selecting a reputable and respected Director of Security who is familiar with the area and surroundings.

7. **Food/Beverage/Smoking**

PPH will include a kitchen and a fully licensed bar, offering a wide selection of alcoholic beverages in strict compliance with all TABC liquor license regulations. This addition aims to provide a comprehensive and enjoyable experience for all members within the club's premises. All smoking will be outdoors in a designated location adjacent to the building, and in compliance with required distances from outdoor entrance.

8. **Development Strategy.**

Palace Poker House is set to embark on a comprehensive renovation project that will transform both its interior and exterior, aligning with our commitment to providing premium food, beverage, and poker experiences. The exterior of the building will be elegantly redesigned, enhancing its luxury appeal, while improvements to the parking facilities and signage will further elevate the overall aesthetic. This development initiative is meticulously planned to embody our vision of establishing PPH as a premier upscale social club, ensuring that every aspect reflects the high standards and sophistication our members expect.



1 2ND FLOOR PLAN CONCEPT
1/8" = 1'-0"

**THIS DRAWING INDICATES THE CONCEPTUAL LAYOUT, FINAL DESIGN SUBJECT TO CHANGE

BYLAWS OF PALACE POKER

Article I

About

1. **Name and Purpose:** This organization shall be named Palace Poker House, hereinafter referred to as "PPH". The principal place of business shall be located at 401 East Palace Parkway, Grand Prairie, Texas 75050.

Article II

Membership

Section I - Application

1. **Eligibility:** Membership is open to individuals who meet the eligibility criteria set forth by the club.
 - a. All applicants for PPH membership must be at least twenty-one years of age.
 - b. All applicants are required to provide one (1) form of state or federal issued ID.
2. **Application Process and Basis for Admission:** Prospective members must submit a PPH membership application and pay the required one-time administrative fee established by PPH. Additionally, all applicants must complete and pass a third-party background check. Prospective members who have a **violent crime** felony conviction within the last three (3) years at time of application shall have their application denied.
3. **Member ID:** Once an application is approved by PPH, all new members shall receive a PPH membership ID card that has a unique ID number granted to each member. Should the member lose their card, PPH shall provide a replacement card for a nominal fee established by PPH.
4. **Non-Discrimination:** At PPH, we believe that everyone deserves equal opportunities and fair treatment, regardless of race, ethnicity, gender, sexual orientation, religion, disability, or any other characteristic. It's our goal to provide a welcoming environment for employees, members, and visitors.

Section II – Membership Types

1. Types of Membership:

- a. **Annual Memberships:** An annual membership, available for a annual due fee, grants PPH members access to all card table events offered at the PPH. Members involved in PPH activities are entitled only to personal winnings and shall not receive any additional economic benefits.
- b. **Monthly Memberships:** A monthly membership, available for a monthly due fee, grants PPH members access to all card table events offered at the PPH. Members involved in PPH activities are entitled only to personal winnings and shall not receive any additional economic benefits.
- c. **Daily Memberships:** A daily membership, available for a daily due fee, grants PPH members access to all card table events offered at the PPH. Members involved in PPH activities are entitled only to personal winnings and shall not receive any additional economic benefits.

Section III – PPH Rules

2. **Expectation from Members:** The PPH reserves the right to implement policies that dictate the acceptable conduct of its Members. Members acknowledge that PPH shall have the authority to deny access to any Member who acts in violation of PPH's Bylaws and Regulations.
 - a. PPH does not tolerate violent or intimidating behavior. Any member engaging in such conduct will be subject to further disciplinary action as outlined in PPH Bylaws and Regulations. Members shall be respectful to PPH staff and management.
 - b. To ensure a safe and secure environment for all members, firearms and other dangerous weapons are strictly prohibited on PPH premises.
 - c. PPH is committed to upholding the law. Engaging in any activity that violates federal, state, or local laws, regulations, ordinances, or statutes is strictly prohibited.
3. **Discipline:** The Management Team has the authority to issue reprimands, impose suspensions, terminations, or take disciplinary action against any Member for breaches of the PPH Membership Bylaws, and Regulations. This includes behavior that is deemed inappropriate by a member, actions detrimental to the PPH interests, failure to pay required

dues, or validated grievances brought to PPH management. Should it be warranted, PPH management shall have the authority to suspend membership until an internal investigation is completed on any such complaint. Final disciplinary action shall be communicated to member in written and verbal form and shall be deemed final.

4. **Change in Membership Type:** PPH Management Team holds the right to allow members to change their membership level, either upgrading or downgrading, but must follow any regulations that are established by PPH.
5. **Transfer of Membership:** Memberships cannot be transferred under any circumstances.
6. **Termination of Membership by Member:** A member has the option to terminate their membership by submitting a written notice to the Management Team of PPH. Such notice shall be effective immediately, and member shall forfeit membership ID to the management team.

Article III

Other

1. **Member Obligations:** Members are both legally and financially accountable for their own actions including any damage caused to the PPH facilities. Membership dues must be paid regardless of the facility availability or individual usage frequency. Facility repairs, maintenance, or other events may necessitate temporary closure or usage restrictions as per local, state, or federal guidelines.
2. **Bylaw Amendments:** The management team of PPH reserves the authority to introduce new Bylaws or Regulations, or alter, adjust, or revoke existing ones at any given moment, without prior notification. Any new Bylaws or Regulations, will immediately nullify previous versions.
3. **Communication:** Unless explicitly stated otherwise within these Bylaws, any required or allowed communication to a PPH Member via email, uploaded to the Member's online account, or mailed through the United States Postal Service to the Member's address.