



**CITY OF GRAND PRAIRIE  
PUBLIC SAFETY, HEALTH, AND ENVIRONMENT  
COMMITTEE  
COUNCIL BRIEFING ROOM, 300 W. MAIN STREET  
MONDAY, NOVEMBER 01, 2021 AT 3:00 PM**

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## **AGENDA**

*The meeting will be held at City Hall, Council Briefing Room, 300 W. Main St, Grand Prairie, Texas. Some or all of the council members may participate remotely via video conference.*

### **CALL TO ORDER**

### **AGENDA ITEMS**

1. October 4, 2021 Public Safety, Health and Environment Meeting Minutes
2. Grand Prairie Health & Wellness Initiatives
3. Authorize the City Manager to accept a grant from the Texas Department of State Health Services (DSHS), Tobacco Prevention and Control Branch Tobacco Enforcement Program, through an Interlocal Agreement with Texas State University up to the amount of \$18,750 for the purpose of compliance-related activities of tobacco retailers
4. First Reading of an ordinance modifying the solid waste collection franchise agreement with Republic Waste Services of Texas Ltd., dba Republic Services of Arlington to increase the commercial and industrial rates and increase the franchise fee from 4% to 5%
5. First Reading of an ordinance of the City of Grand Prairie, Texas, amending Chapter 26, Utilities and Services,” of the Code of Ordinance of the City of Grand Prairie, Texas by amendment of Article VI, “Garbage Collection and Disposal, “ Section 26-101 (c) and Section 26-115 (d), (f), and (h) to increase the franchise fee and commercial and industrial rates, making this amendment cumulative; repealing all ordinances in conflict herewith, providing a savings clause and a severability clause; and providing for an effective date

### **EXECUTIVE SESSION**

*The Public Safety, Health, and Environment Committee 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 551.087 “Deliberations Regarding Economic Development Negotiations.”

### **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.*

**ADJOURNMENT**

*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 GP City Secretary (GpCitySecretary@gptx.org) at least three (3) business days prior to the scheduled meeting to request an accommodation.*

*Certification*

*In accordance with Chapter 551, Subchapter C of the Government Code, V.T.C.A, the Public Safety, Health, and Environment Committee agenda was prepared and posted October 29, 2021.*



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*Gloria Colvin, Deputy City Secretary*



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

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**MEETING DATE:** 11/01/2021

**REQUESTER:** Lana Yancey

**PRESENTER:** Jorja Clemson, Chairwoman

**TITLE:** October 4, 2021 Public Safety, Health and Environment Meeting Minutes

**RECOMMENDED ACTION:** Approve

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**ANALYSIS:**

Minutes Attached.



**CITY OF GRAND PRAIRIE  
PUBLIC SAFETY, HEALTH, AND ENVIRONMENT  
COMMITTEE  
COUNCIL BRIEFING ROOM, 300 W. MAIN STREET  
MONDAY, OCTOBER 04, 2021 AT 3:00 PM**

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## **MINUTES**

### **CALL TO ORDER**

### **PRESENT**

Chairwoman Jorja Clemson  
Council Member Dennis King  
Council Member Junior Ezeonu

### **AGENDA ITEMS**

**1. September 13, 2021 Public Safety, Health and Environment Meeting Minutes**

Motion made by Council Member Ezeonu to approve minutes, Seconded by Council Member King.

Voting Yea: Chairwoman Clemson, Council Member King, Council Member Ezeonu

**2. Aquatics Safety Measures**

Director of Parks, Arts and Recreation Duane Strawn started this item off and introduced his team that would be presenting to include Certified Pool Operators Erin Hart, Chris Ginapp and Jeremy Thomas. This item was brought to the committee due to a recent tragic news story that happened in a surrounding city, to make sure that we are doing everything we can to make our pools and splash pads safe. Chris Ginapp explained that if any of our pools are open they are always fully staffed to include a supervisor. Employees arrive at least 30 minutes early to check levels in the water, if they are not right there will be a delayed opening. At the end of each day employees clean and disinfect all public places at the pool. Our Splash Factory in Grand Prairie was recently remodeled and there were a lot of upgrades to include an automatic water shut down if the chlorine and other chemical levels are not at the right balance. Employees at the city pools check levels throughout the day and make a record of it. These records are kept on file for an extended period of time and can be reference if needed at any time. No further discussion.

### 3. **City Emergency Shelter Update**

Emergency Management Coordinator, Chase Wheeler briefed the committee on this informational item. He advised that we will soon have a warming/cooling center plan in writing so we know what we need to do in the future for any emergency weather situations. The city has signed a contract with American Red Cross in order to have them setup emergency shelters if needed in our city. Discussion was had on congregate and non-congregate shelters. Ray Riedinger with Facility Services briefed the committee on power generation for our warming/cooling stations which are Betty Warmack Library, Charley Taylor Recreation Center and Dalworth Recreation Center. There will be an item on the City Council Agenda and Finance & Government Committee in the next 60 days in order to receive funding for these generators. A warming and cooling center plan was submitted to the state in January for approval. No further discussion.

### 4. **2022 Public Safety, Health and Environment Committee Meeting Schedule**

Only meeting cancelled is March 7th, 2022.

Motion made by Council Member King, Seconded by Council Member Ezeonu.  
Voting Yea: Chairwoman Clemson

### 5. **A Resolution amending, and replacing in its entirety, Resolution No. 5158-2021, ratifying support of a Justice Assistance Grant (JAG) application to the Office of the Governor, Public Safety Office, Criminal Justice Division for \$60,000 in total funding for the purpose of funding a Crisis Support Specialist position's annual salary and fringe benefits**

Assistant Director of Police Operations Support Bureau Ryan Simpson briefed the committee on this item. He advised that the original grant was for \$86,000 and the state of the government approved \$60,000. This will be for the hiring of a new Crisis Support Specialist. Item needs approval to accept funds.

Motion made by Council Member Ezeonu, Seconded by Council Member King.  
Voting Yea: Chairwoman Clemson

### 6. **Resolution in support of a Justice Assistance Grant (JAG) application to the United States Department of Justice (DOJ), Bureau of Justice Assistance for \$38,384 in total funding with an agreement for \$11,515.20 to be allocated to funding Dallas County projects and \$1,880.82 to be allocated to the City of Dallas for fiscal administration fees and expenditures leaving a net amount of \$24,987.98 to the City of Grand Prairie**

Assistant Director of Police Operations Support Bureau Ryan Simpson briefed the committee on this item. He advised that this grant was approved for just under \$25,000, which is money that we receive every year to purchase spare laptops and docks for fleet vehicles so that we do not have to bring the vehicle to the shop and we can add them internally. We have several different employees that write these grants each year. Item needs approval to accept funds.

Motion made by Council Member Ezeonu, Seconded by Council Member King.  
Voting Yea: Chairwoman Clemson

**EXECUTIVE SESSION**

*There was no executive session.*

**CITIZEN COMMENTS**

*There were no citizen comments.*

**ADJOURNMENT**

4:04 p.m.

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*Jorja Clemson, Chairwoman*



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

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**MEETING DATE:** 11/01/2021  
**REQUESTER:** Cindy Mendez  
**PRESENTER:** Cindy Mendez, Public Health & Environmental Quality Director  
**TITLE:** Grand Prairie Health & Wellness Initiatives  
**RECOMMENDED ACTION:** Information Only

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**ANALYSIS:**

Annually, staff from Public Health, Libraries, Police, Parks, and HR present details of the City's health and wellness initiatives for Grand Prairie residents and employees.

**FINANCIAL CONSIDERATION:**

None



## CITY OF GRAND PRAIRIE COMMUNICATION

**MEETING DATE:** 11/2/2021

**REQUESTER:** Fred Bates, Jr.

**PRESENTER:** Daniel Scesney, Chief of Police

**TITLE:** Authorize the City Manager to accept a grant from the Texas Department of State Health Services (DSHS), Tobacco Prevention and Control Branch Tobacco Enforcement Program, through an Interlocal Agreement with Texas State University up to the amount of \$18,750 for the purpose of compliance-related activities of tobacco retailers

**RECOMMENDED ACTION:** Approve

### ANALYSIS:

The Grand Prairie Police Department continues to advance efforts within its purview to maintain the quality of life for the citizens of the City through community policing initiatives. The Department has sought to establish relationships with Federal and State agencies to enhance these efforts. One such area of community concern is the use of tobacco among minors. Research has shown that the control of the sales of tobacco to minors in the retail environment significantly reduces the incidents of the use of tobacco products among minors.

The Texas Department of State Health Services (DSHS), Tobacco Prevention and Control Branch has awarded the City of Grand Prairie a grant up to the amount of \$18,750 to fund retail compliance checks; random, unannounced inspections; and retailer and judicial education of tobacco retailers in the City. The DSHS grant is contracted through an Interlocal Agreement with Texas State University in compliance with Interlocal Cooperation Act, Chapter 791, Texas Government Code, becomes effective upon execution of the contract and extends through August 31, 2022.

The Police Department will use this funding to conduct periodic retail compliance checks with various surveillance and enforcement operations. Along with enforced retail compliance, minors are also further educated about the laws that regulate underage tobacco use. Upon the completion of the yearlong grant operation, the statistical results will be forwarded to the Texas Department of State Health Services (DSHS).

The Public Safety, Health, and Environmental Committee reviewed this item on November 1, 2021, and recommended it be forwarded to Council for approval.

### FINANCIAL CONSIDERATION:

None. There is no City cash match required.



## INTERLOCAL COOPERATION CONTRACT

THE STATE OF TEXAS  
COUNTY OF HAYS

This Interlocal Cooperation Contract (this "Contract") is entered into by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with the *Interlocal Cooperation Act, Chapter 791, Texas Government Code*.

### I. Contracting Parties

The Receiving Party: **Texas State University ("Texas State")** an institution of higher education and agency of the State of Texas.

*Texas School Safety Center  
601 University Dr.  
San Marcos, Texas 78666*

The Performing Party: **City of Grand Prairie** a local government of the State of Texas

*Grand Prairie Police Department  
1525 Arkansas Ln  
Grand Prairie, TX 75052-7401*

### II. Statement of Services to be Performed

Performing Party will perform the following service(s):

Conduct **150** controlled buy/stings and follow-ups of tobacco permitted retail outlets and sales and use tax permitted e-cigarette retail outlets using minors as decoys, to determine compliance with applicable laws in accordance with *Texas Health and Safety Code §161.082 – Sale of cigarettes, e-cigarettes, or tobacco products to persons younger than 21 years of age prohibited: Proof of age required*. Work shall be performed following the details outlined in attached **Exhibit A – Scope of Work**, and **Exhibit B – Performance Measures**.

### III. Basis for Calculating Reimbursable Costs

Performing Party shall be paid \$125.00 for each correct and completed controlled buy/sting and follow-up reported on the Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (TEP-102 (Rev 9/2020)) **(for a maximum of 150 Controlled Buy/Stings and Follow-ups x \$125.00 each for a total of \$18,750.00)**. Payment will be based on the receipt and approval of an invoice for services following the details outlined in attached **Exhibit C – Payment for Services**.

### IV. Contract Amount

The total amount of this Contract shall not exceed EIGHTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND NO/100 CENTS (\$18,750.00). This is the maximum amount collectable under the Contract as written.

## V. Payment of Services

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the *Texas Prompt Payment Act, Chapter 2251, Texas Government Code*.

Payments made under this Contract will (1) fairly compensate Performing Party for the services performed under this Contract, and (2) be made from current revenues available to Receiving Party in the form of a contract from the Department of State Health Services and/or the Texas Health and Human Services Commission to fund local law enforcement agencies to enforce *Texas Health and Safety Code §161.082 – Sale of cigarettes, e-cigarettes, or tobacco products to persons younger than 21 years of age prohibited: Proof of age required*.

## VI. Warranties

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in *Texas Government Code 403.105 – Permanent Fund for Health and Tobacco Education and Enforcement*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted in *Chapter 161.088, Texas Health and Safety Code and Chapter 791, Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

## VII. Term of the Contract

This Agreement is effective **upon execution of this contract** and shall terminate on **August 31, 2022**.

## VIII. Termination

In the event of a material failure by a Performing Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon **30 days'** advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the **30-day** period.

## IX. Other Provisions

**Entire Contract; Modifications.** This Contract supersedes all prior agreements, written or oral, between Receiving Party and Performing Party and shall constitute the entire agreement and understanding between the parties with respect to the subject matter of this Contract. This Contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Party and Performing Party.

**Assignment.** This Contract is not transferable or assignable except upon written approval by Receiving Agency and Performing Agency.

**Severability.** If any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

**Public Records.** It shall be the independent responsibility of Receiving Party and Performing Party to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Party.

**Certification.** The Receiving Party and the Performing Party certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies, (2) the proposed arrangements serve the interest of efficient and economical administration of the State of Texas, and (3) the services, supplies or materials contracted for are not required by Section 21, Article 16 of the *Texas Constitution* to be supplied under contract given to the lowest responsible bidder.

Duly authorized representatives of the Performing Party and the Receiving Party have executed and delivered this Contract to be effective as of the Effective Date.

**PERFORMING PARTY**  
**City of Grand Prairie**

**RECEIVING PARTY**  
**Texas State University**

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

## EXHIBIT A SCOPE OF WORK

The Performing Party shall diligently render the following performance:

Contract funds shall be used to support the enforcement activities and additional program requirements outlined below. The Performing Party shall meet the assigned Performance Measures assigned in Exhibit B.

### 1. Enforcement Activities

The Performing Party shall:

- a. Conduct Controlled Buy/Stings and Follow-ups of tobacco permitted retail outlets and sales and use tax permitted e-cigarette retail outlets using minors as decoys, to determine compliance with applicable laws in accordance with *Texas Health and Safety Code §161.082 – Sale of cigarettes, e-cigarettes, or tobacco products to persons younger than 21 years of age prohibited: Proof of age required*. Refer to **Exhibit B Schedule – Performance Measures**, for the number of controlled buy/stings to be conducted.
- b. Conduct controlled buy/stings and follow-ups in target areas to include high retail density, low socio economic, high risk areas, and local perspective of previous sales to minors and/or complaints received.
- c. Record the results of the controlled buy/stings conducted using the Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (TEP-102 (Rev 9/2020)) provided by the Texas School Safety Center at Texas State University.
- d. Use non-smoking male and female minors ages 16 –20 (born on or after September 1, 2001) in accordance with *Texas Health and Safety Code, Chapter 161.088 – Enforcement; Announced Inspections*.
- e. Use the State Comptroller of Public Accounts most recent Tobacco Permitted Retail Outlet List and Sale and Use Tax Outlet List of e-cigarette retail outlets for the controlled buy/stings to obtain retail outlet name, address, and tobacco permit numbers.
- f. Conduct follow-up controlled buy/stings of retail outlets found to be in violation of the sale of cigarettes, e-cigarettes, or tobacco products to minors. Reasons for follow-up may include: 1) repeated violations, 2) knowledge of historical perspective of previous sales to minors, and /or 3) complaints received where a follow-up is needed. Follow-up controlled buy/stings shall be conducted within two to ten (2-10) days of original controlled buy/sting.

## 2. Training Activities

The Performing Party shall:

- a. Participate in a web-based training session conducted by Texas School Safety Center at Texas State University prior to implementation of contract activities. Representative(s) shall include the person(s) assigned to the implementation of the contract activities, and/or the supervisor overseeing the day-to-day activities of this contract, and the person(s) conducting the enforcement activities outlined in Exhibit A – Scope of Work.
- b. Participate in any and all ongoing technical assistance and training activities offered by the Texas School Safety Center at Texas State University.

## 3. Reporting Requirements

The Performing Party shall:

- a. Submit a completed Monthly Summary and Invoice form (TEP-101 (Rev 9/2021)) provided by the Texas School Safety Center at Texas State University that tallies the number of controlled buy/stings and follow-ups conducted and number of citations issued within the performance reporting period.
- b. Submit billing information for services provided in the invoice section of the Monthly Summary and Invoice form (TEP-101 (Rev 9/2021)). Payment amount for services is outlined in **Exhibit C – Payment for Services**. The Monthly Summary and Invoice form (TEP-101 (Rev 9/2021)) shall be signed by the designated authorized official
- c. Attach completed Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report forms (TEP-102 (Rev 9/2020)) for each controlled buy/sting conducted for the performance reporting period. The total activity reported shall correspond to the pre-established monthly goal listed in the Work Plan (TEP-100 (Rev 9/2020)).
- d. The Monthly Summary and Invoice form (TEP-101 (Rev 9/2021)) shall be submitted to the Texas School Safety Center on the first day of the month. The report may be mailed to the Texas School Safety Center, Attn. Bea Pyle, 601 University Dr., San Marcos, Texas 78666 or emailed to [beapyle@txstate.edu](mailto:beapyle@txstate.edu).
- e. Texas School Safety Center forwards violation information to the Comptroller of Public Accounts as required by law, (*Texas Health & Safety Code, Section 161.090 Reports of Violation*) by the 10th working day of the month for activity of the previous month.

## 4. Additional Program Requirements

The Performing Party shall:

- a. Assign a minimum of one (1) agency representative to the implementation of the activities of this contract, and provide the name(s) of any key personnel changes that impact the requirements of this contract to via email: [beapyle@txstate.edu](mailto:beapyle@txstate.edu) or phone: 512-245-0821.

- b. Coordinate enforcement activities with other law enforcement agencies within the Performing Party's area. Coordination of services shall include but not limited to resources such as officers and minor decoys to maintain integrity of the undercover operation in testing compliance with tobacco sales to minors.
- c. Performing Party shall maintain specific, detailed supporting documentation of all programmatic records used in the course of conducting the Controlled Buy/Stings for a minimum of 4 years.

## EXHIBIT B PERFORMANCE MEASURES

The following performance measures will be used to measure compliance with the services rendered as described in Exhibit A, Scope of Work.

### The Performing Party shall:

1. Conduct the number of activities for this contract period as follows:
  - a. Total number of controlled buy/stings and follow-ups using minors as decoys: **150**
    - i. In at least 50% of all controlled buy/stings conducted, the minor must attempt to purchase an e-cigarette, component, part, or accessory.
    - ii. Minimum number of e-cigarette attempts: **75**
  - b. A performance measure will not be assigned for follow-up of controlled buy/stings as a result of local perspective of previous sales to minors and/or complaints received. However, contractor is required to conduct follow-up of retail outlets not in compliance and report the activity monthly.
2. The Performing Party shall follow the Work Plan's (TEP-100 (Rev 9/2020)) monthly goals as pre-established upon the execution of the contract. The Work Plan (TEP-100 (Rev 9/2020)) outlines monthly goals to follow from **September 2021 to August 2022**.
  - a. Deviation from the pre-established Contractor's Program Work Plan requires prior approval from the Texas School Safety Center at Texas State University via email: [beapyle@txstate.edu](mailto:beapyle@txstate.edu) or phone: 512-245-0821.
  - b. Failure to complete and/or update the Work Plan (TEP-100 (Rev 9/2020)) may result in payment being withheld until completion or submission.

**EXHIBIT C  
PAYMENT FOR SERVICES**

Payment will be based on the receipt and approval of Monthly Summary and Invoice form (TEP-101 (Rev 9/2021)) and attached Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report forms (TEP-102 (Rev 9/2020)).

The Performing Party shall:

1. Be paid monthly upon submission of completed Monthly Summary and Invoice form (TEP-101 (Rev 9/2021)) and attached Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report forms (TEP-102 (Rev 9/2020)) as confirmation of services rendered.
2. Be paid \$125.00 for each correct and completed controlled buy/sting reported on the Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (TEP-102 (Rev 9/2020)). All costs incurred for the purpose of conducting a complete control buy/sting are the responsibility of the contractor. In order to receive full payment for the controlled buy/stings including follow-ups billed for each performance reporting period, a completed Cigarette, E-cigarette, and Tobacco Controlled Buy/Sting Report form (TEP-102 (Rev 9/2020)) must be attached for each.
3. Submit invoices and attachments to the Texas School Safety Center, Attn. Bea Pyle, 601 University Dr., San Marcos, Texas 78666 or emailed to [beapyle@txstate.edu](mailto:beapyle@txstate.edu).

The Monthly Summary and Invoice form (TEP-101 (Rev 9/2021)) will be reviewed by the receiving agency and submitted for payment if information included in the report and attachments are correct. Payment shall be subject to laws of the State of Texas including Prompt Payment.

Notwithstanding the foregoing, the cumulative amount of Service Fees remitted by University to Contractor shall not exceed **\$18,750.00** without prior written approval from the Texas School Safety Center at Texas State University.





**CITY OF GRAND PRAIRIE  
ORDINANCE**

**MEETING DATE:** 11/02/2021

**REQUESTER:** Patricia D. B. Redfearn

**PRESENTER:** Patricia Redfearn, Ph.D., Solid Waste and Recycling Director

**TITLE:** First Reading of an ordinance modifying the solid waste collection franchise agreement with Republic Waste Services of Texas Ltd., dba Republic Services of Arlington to increase the commercial and industrial rates and increase the franchise fee from 4% to 5%

**RECOMMENDED ACTION:** Approve

**ANALYSIS:**

For Communities who contract with an outside vendor for garbage collection, it is customary to charge the vendor a franchise fee, to be paid to the general fund, for wear and tear of city streets.

For over twenty years, the City of Grand Prairie has charged Republic Services of Arlington (“Republic”) a 4% franchise fee assessed against commercial and industrial revenues. A recent review of other cities serviced by Republic in this area, namely, North Richland Hills, Southlake, Mansfield, and Arlington revealed that, except for the City of Grand Prairie, the range of franchise fees ranges from 5% to 10%. In Grand Prairie, Republic pays a franchise fee for all commercial and industrial revenues of 4%. This modification will increase that fee by 1%.

Since the agreement with Republic specifies the franchise fee amount, the agreement and related ordinance must be modified to reflect the increase. Republic has agreed to the increase in the franchise fee on the condition that commercial and industrial rates are increased.

**FINANCIAL CONSIDERATION:**

This modification will increase revenue to the general fund by approximately \$182,000 annually.

**BODY**

**AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE SOLID WASTE COLLECTION AND DISPOSAL FRANCHISE AGREEMENT BETWEEN THE CITY OF GRAND PRAIRIE (CITY) AND REPUBLIC WASTE SERVICES OF TEXAS LTD. DOING BUSINESS AS REPUBLIC SERVICES OF ARLINGTON (FRANCHISEE) TO ALLOW A RATE INCREASE TO THE COMMERCIAL AND INDUSTRIAL CUSTOMERS, WHILE LEAVING ALL OTHER CUSTOMER CHARGES UNCHANGED AND INCREASE THE FRANCHISE FEE FROM 4% TO 5% OF COMMERCIAL, INDUSTRIAL, AND INSTITUTIONAL REVENUES AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the CITY entered into a ten year franchise agreement with Republic Waste Services of Texas LTD on October 17, 2018;

**WHEREAS**, the City desires to increase the Franchise Fee to align more with market standards;

**WHEREAS**, the FRANCHISEE submitted a rate increase for commercial customers to provide Solid Waste collection and disposal within the CITY;

**WHEREAS**, the CITY has determined that the franchise fee increase and the proposed rate increase submitted by the FRANCHISEE is in the best interest of the CITY; and

**WHEREAS**, it is necessary for the CITY to promote, preserve and protect the public health of its citizens;

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

**SECTION 1.** That Attachment A of the solid waste and disposal franchise agreement entered into between the City of Grand Prairie and Republic Waste Services of Texas LTD on October 17, 2018 including any amendments thereto (“Franchise Agreement”) shall be amended to read as follows:

"SOLID WASTE AND DISPOSAL FRANCHISE AGREEMENT BY AND BETWEEN THE CITY OF GRAND PRAIRE, TEXAS AND REPUBLIC WASTE SERVICES OF TEXAS, LTD., DBA REPUBLIC SERVICES OF ARLINGTON

ATTACHMENT A - RATE SHEET  
EFFECTIVE DECEMBER 1, 2021

Residential Rates

Service type	Rate
Residential Curbside Services Franchise Collection Rate	\$ 7.67
Commercial Hand Collect Trash Franchisee Collection Rate	\$ 9.87 per billable unit
Commercial Hand Collect Recycle Franchisee Collection Rate	\$ 2.90 per billable unit
Commercial Cart Collection Rate – One Cart	\$29.19
Commercial Cart Collection Rate – Two Carts	\$39.41

Collector Disposal Rate \$30.00 per ton

COMMERCIAL FRONT-LOAD RATES							
SIZE	1XWK	2XWK	3XWK	4XWK	5XWK	6XWK	EXTRA
2 YD	\$ 81.49	\$ 125.64	\$ 172.95	\$ 198.59	\$ 276.88	\$ 359.85	\$ 23.42
4 YD	\$ 125.64	\$ 186.24	\$ 256.08	\$ 327.52	\$ 400.53	\$ 523.05	\$ 32.91
8 YD	\$ 186.24	\$ 313.63	\$ 385.24	\$ 500.28	\$ 632.27	\$ 799.95	\$ 55.01

4 YD PKR	\$ 163.42	\$ 326.82	\$ 488.71	\$ 656.78	\$ 818.67	\$ 982.08	\$ 35.65
6 YD PKR	\$ 244.34	\$ 490.31	\$ 737.72	\$ 982.08	\$ 1,228.04	\$ 1,473.92	\$ 53.58
8 YD PKR	\$ 323.28	\$ 649.73	\$ 971.48	\$ 1,296.93	\$ 1,622.82	\$ 1,944.60	\$ 75.16

## COMMERCIAL ROLL OFF RATES

SIZE	TYPE	LEASE RATE	HAUL RATE
20 YD	OPEN TOP	\$ 141.13	\$ 156.13
30 YD	OPEN TOP	\$ 177.46	\$ 156.13
30 YD	CLOSED TOP	\$ 301.20	\$ 156.13
40 YD	OPEN TOP	\$ 217.70	\$ 156.13
30 YD	COMPACTOR	VARIABLE	\$ 156.13
40 YD	COMPACTOR	VARIABLE	\$ 156.13
LANDFILL FEE PER TON - \$38.05			

## OTHER CHARGES

Containers with casters	\$ 4.66	Per month
Containers inside fence	\$ 1.55	Per pick-up per container
Additional yardage fee	\$ 14.77	Per yard for overloaded dumpsters
South of I-20 charge Front Load	\$ 15.45	Per month
South of I-20 charge Roll Off	\$ 16.38	Per trip
Placement or Relocation fee	\$ 68.00	
Obstruction Charge - Front Load	Equal to extra dump fee for customer's container size	
Obstruction Charge - Roll Off	\$ 72.38	
Deposit	Equal to one month's service plus taxes	

## BURNED CONTAINER FEES

2 YARD	\$ 67.75
4 YARD	\$ 89.67
8 YARD	\$ 114.36
20 YARD	\$ 157.59
30 YARD	\$ 231.80
40 YARD	\$ 313.72

Late Fee: 1.75% of outstanding balance.

**SECTION 2.** That the 4% franchise fee provided in Section 39 of the Franchise Agreement and as may be found elsewhere in the Franchise Agreement is increased by 1% to reflect a franchise fee of 5% of the gross collections for commercial/industrial/institutional refuse services;

**SECTION 3.** That the remaining terms of the Franchise Agreement shall remain unchanged and continue in full force and effect.

**SECTION 4.** That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 5.** All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Grand Prairie, Texas in the discharge of his duties, shall not thereby render himself personally liable, and he is hereby relieved from all personal liability for damage that may accrue to person or property as a result of any act required or permitted in the discharge of said duties.

**SECTION 6.** That if any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such shall be deemed a separate, distinct, and independent provision, and such holding shall not affect validity of the remaining portions thereof.

**SECTION 7.** That this ordinance shall become effective on December 1, 2021.

**FIRST READING PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, NOVEMBER 2, 2021.**



**CITY OF GRAND PRAIRIE  
ORDINANCE**

**MEETING DATE:** 11/02/2021

**REQUESTER:** Patricia D. B. Redfearn, Ph.D.

**PRESENTER:** Patricia Redfearn, Solid Waste and Recycling Director

**TITLE:** First Reading of an ordinance of the City of Grand Prairie, Texas, amending Chapter 26, Utilities and Services,” of the Code of Ordinance of the City of Grand Prairie, Texas by amendment of Article VI, “Garbage Collection and Disposal, “ Section 26-101 (c) and Section 26-115 (d), (f), and (h) to increase the franchise fee and commercial and industrial rates, making this amendment cumulative; repealing all ordinances in conflict herewith, providing a savings clause and a severability clause; and providing for an effective date

**RECOMMENDED ACTION:** Approve

**ANALYSIS:**

For Communities who contract with an outside vendor for garbage collection, it is customary to charge the vendor a franchise fee, to be paid to the general fund, for wear and tear of city streets.

For over twenty years, the City of Grand Prairie has charged Republic Services of Arlington a 4% franchise fee assessed against commercial and industrial revenues. A recent review of other cities serviced by Republic in this area, namely, North Richland Hills, Southlake, Mansfield, and Arlington revealed that, except for the City of Grand Prairie, the range of franchise fees ranges from 5% to 10%. In Grand Prairie, Republic currently pays a franchise fee for all commercial and industrial revenues of 4%. This modification will increase that fee by 1%.

Since the agreement with Republic specifies the franchise fee amount, the agreement and related ordinance must be modified to reflect the increase. Republic has agreed to the increase in the franchise fee on the condition that commercial and industrial rates are increased.

**FINANCIAL CONSIDERATION:**

This modification will increase revenue to the general fund by approximately \$182,000 annually.

**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 THE AMENDMENT OF ARTICLE VI, “GARBAGE COLLECTION AND DISPOSAL,” SECTION 26-101 (C) RELATING TO FRANCHISE FEE AND SECTION**

**26-115 (D), (F), AND (H) RELATING TO COMMERCIAL FEES, MAKING THIS AMENDMENT CUMULATIVE; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the CITY entered into a ten year franchise agreement with Republic Waste Services of Texas LTD on October 17, 2018;

**WHEREAS**, the City desires to increase the Franchise Fee to align more with market standards;

**WHEREAS**, the FRANCHISEE submitted a rate increase request to provide the funding for the additional 1% franchise fee to provide Solid Waste collection and disposal within the CITY;

**WHEREAS**, the CITY has determined that the proposed rate increase submitted by the FRANCHISEE is in the best interest of the CITY;

**WHEREAS**, it is necessary for the CITY to promote, preserve and protect the public health of its citizens;

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

**SECTION 1.** That Chapter 26, Article VI, “Garbage Collection and Disposal” Section 26-101 (c) shall be amended to read as follows:

“(c) Any person, firm or corporation who obtains a franchise from the city to collect and dispose of garbage, shall pay to the city five (5) per cent of the gross monthly receipts received from garbage collection as a condition for the use of city streets, landfill, billing and other public services, with (4) per cent of landfill fees paid to the general fund.”

**SECTION 2.** That Chapter 26, Article VI, “Garbage Collection and Disposal” Section 26-115 (d), (f), and (h) shall be amended to read as follows:

“(d) The fair and reasonable charges for commercial service are determined to be as follows:

All charges provided are monthly charges, unless specified otherwise.

Two (2) Cubic yards - Dumps per week:

- 1 \$81.49
- 2 \$125.64
- 3 \$172.95
- 4 \$198.59
- 5 \$276.88
- 6 \$359.85
- EXTRA \$23.42

Four (4) cubic yards – Dumps per week:

- 1 \$125.64

2 \$186.24  
3 \$256.08  
4 \$327.52  
5 \$400.53  
6 \$523.05  
EXTRA \$32.91

Eight (8) cubic yards – Dumps per week:

1 \$186.24  
2 \$313.63  
3 \$385.24  
4 \$500.28  
5 \$632.27  
6 \$799.95  
EXTRA \$55.01

Front Load Packers:

Four (4) cubic yards – Dumps per week:

1 \$163.42  
2 \$326.82  
3 \$488.71  
4 \$656.78  
5 \$818.67  
6 \$982.08  
EXTRA \$35.65

Six (6) cubic yards – Dumps per week:

1 \$244.34  
2 \$490.31  
3 \$737.72  
4 \$982.08  
5 \$1,228.04  
6 \$1,473.92  
EXTRA \$53.58

Eight (8) cubic yards – Dumps per week:

1 \$323.28  
2 \$649.73  
3 \$971.48  
4 \$1,296.93  
5 \$1,622.82  
6 \$1,944.60  
EXTRA \$75.16

Roll-offs:

Twenty (20) cubic yards, roll-off (open top):  
 Per pick up \$141.13  
 Lease Charge, per month \$156.13

Thirty (30) cubic yards, roll-off (open top):  
 Per Pick up \$177.46  
 Lease Charge, per month \$156.13

Thirty (30) cubic yards, roll-off (closed top):  
 Per Pick up \$301.20  
 Lease Charge, per month \$156.13

Thirty (30) cubic yards, roll-off (compactor):  
 Per Pick up \$ 156.13  
 Lease Charge, per month \$Variable

Forty (40) cubic yards, roll-off (open top):  
 Per Pick up \$217.70  
 Lease Charge, per month \$156.13

Forty-two (42) cubic yards, roll-off (compactor)  
 Per Pick up \$156.13  
 Lease charge, per month \$Variable

Additional charges:

Containers with casters, per month \$4.66

Containers inside fence/per container pick up \$1.55

Additional yardage fee (per yard for overflowing dumpsters) \$14.77

South of I-20 charge for Front Loaders (per month) \$15.45

South of I-20 charge for Roll-offs (per trip) \$16.38

Placement or Relocation fee (front load) \$68.00

Obstruction Charge - Front Load is Equal to extra dump fee for customer's container size  
 Obstruction Charge - Roll Off \$72.38

Burned Container Fees  
 2 cubic yards \$67.75

4 cubic yards \$89.67  
 8 cubic yards \$114.36

20 cubic yards \$157.59



30 cubic yards \$231.80

40 cubic yards \$313.72”

“(f) Placement charge – Commercial type containers. There shall be a charge of seventy-one dollars and seventy-five cents (\$71.75) for the original placement of a container and such charges shall apply if the container must be removed and replaced as a result of nonpayment of the customer’s bill.”

“(h) Landfill fees. Landfill fees for roll-off containers shall be thirty-eight dollars and five cents (\$38.05) per ton, unless modified by a contract with the city.”

**SECTION 3.** That if any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such shall be deemed a separate, distinct, and independent provision, and such holding shall not affect validity of the remaining portions thereof.

**SECTION 4.** That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**SECTION 5.** All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Grand Prairie, Texas in the discharge of his duties, shall not thereby render himself personally liable, and he is hereby relieved from all personal liability for damage that may accrue to person or property as a result of any act required or permitted in the discharge of said duties.

**SECTION 6.** 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 7.** That this ordinance shall become effective on December 1, 2021.

**FIRST READING PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, NOVEMBER 2, 2021.**