

### SOUTHWEST VILLAGE PUBLIC IMPROVEMENT DISTRICT BOARD MEETING

GRAND PRAIRIE MEMORIAL LIBRARY, 901 CONOVER DR. GRAND PRAIRIE, TX 75051 WEDNESDAY, MAY 15, 2024 AT 2:00 PM

### **AGENDA**

### **CALL TO ORDER**

### **CITIZENS' FORUM**

Citizens may speak during Citizens' Forum for up to five minutes on any item not on the agenda by completing and submitting a speaker card.

### **AGENDA ITEMS**

- 1. Consider Minutes of August 31, 2024 Meeting
- 2. Discuss concerns about landscape maintenance and irrigation system maintenance provided by BrightView Landscapes at Preakness Drive and Timberlake Drive.
- 3. Consider proposal from Brightview to add fescue grass seed under the Bradford Pear trees at the entrance of Preakness Dr and remove the silt on the sidewalk in the amount of \$2,018.02
- 4. Consider proposal from Brightview to add fescue grass seed under the Bradford Pear trees at the entrance of Preakness Dr and remove the silt on the sidewalk in the amount of \$1,020
- 5. Discussion of Budget to Actual Financial Report for April 30, 2024
- 6. Consider FY 2025 Budget and Assessment Rate

### **CITIZENS' FORUM**

Citizens may speak during Citizens' Forum for up to five minutes on any item not on the agenda by completing and submitting a speaker card.

#### **ADJOURNMENT**

### Certification

In accordance with Chapter 551, Subchapter C of the Government Code, V.T.C.A, this meeting agenda was prepared and posted May 9, 2024.

This location 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 972-237-8091 or email at least three (3) business days prior to the scheduled meeting to request an accommodation.

Lu Hamira

Lee Harris, CPA Special District Administrator, Finance Department



**MEETING DATE:** 05/09/2024

**REQUESTER:** Lee Harriss

**PRESENTER:** Patricia White Wren, President

**TITLE:** Consider Minutes of August 31, 2024 Meeting

### **MINUTES OF**

Southwest Village PID Meeting Grand Prairie Municipal Airport 3116 S Great Southwest Pkwy. Grand Prairie, Texas Thursday, August 31, 2023

### Call To Order

The meeting was called to order at 6:31 p.m. Those present were board members Patricia White Wren, Beverly Garrison, and Michael Tunnell and others: Rechelle Bogle and Lindsay Dunn with First Service Residential and Chad McGowan and Lee Harriss with the City of Grand Prairie.

#### Citizens' Forum

There were no comments.

### Code Compliance Update Presentation reviewing changes to the Code Compliance Division policies and procedures over the past year

Code Compliance Manager Chad McGowan discussed Code Compliance Division policies and procedures.

### Consider the approval of meeting minutes of the 6.29.23 meeting

The minutes were approved.

### Discussion of Brick Wall Improvements and/or Maintenance – Timberlake Drive and Preakness Drive

The board discussed the fencing and the gate.

### Consider installing Holiday décor not to exceed \$1,000 on Timberlake Drive and Preakness Drive (no quotes have been obtained yet)

This was approved. Wren will approve the final design.

### Discussion of Budget to Actual Financial Report for August 19, 2023

Ms. Harriss presented the report.

### Consider FY 2024 Budget and Assessment Rate

The board approved the budget, and the appraised values will be updated in August. An attendee inquired about the change in the amount of the city's budget between FY 2009 and FY 2023.

### Citizens' Forum

There were no comments.

**Adjournment**: The meeting adjourned at 7:43 p.m.



**MEETING DATE:** 04/25/2024

**REQUESTER:** Brenda Waters – PID Manager, FSR

**PRESENTER:** Patricia Wren

**TITLE:** Discuss concerns about landscape maintenance and irrigation system

maintenance provided by BrightView Landscapes at Preakness Drive

and Timberlake Drive.

**ANALYSIS:** 



**MEETING DATE:** 04/25/2024

**REQUESTER:** Brenda Waters – PID Manager, FSR

**PRESENTER:** Patricia Wren

**TITLE:** Consider proposal from Brightview to add fescue grass seed under the

Bradford Pear trees at the entrance of Preakness Dr and remove the silt

on the sidewalk in the amount of \$2,018.02

**ANALYSIS:** 





# Proposal for Extra Work at Southwest Village PID

Property Name Property Address Southwest Village PID 992 Preakness Drive Grand Prairie, TX 75051 Contact To Courtney Lynas
Grand Prairie City of

Billing Address

326 W Main St

Grand Prairie, TX 75050

**Project Name** 

Placement of Fescue Seed

**Project Description** 

Placement of Fescue Seed under Bradford pears

**Scope of Work** 

QTY	UoM/Size	Material/Description	Unit Price		Total
1.00	EACH	Prepping of ground for seed placement and removal of slit on sidewalks	\$473.55		\$473.55
Placement of	of Seed			Subtotal	\$1,390.67
5.00	BAG	Placement of 5 50 lbs bags of Fescue Seed	\$278.13		\$1,390.67

For internal use only

 SO#
 8357542

 JOB#
 337200001

 Service Line
 130

Subtotal
Sales Tax 8.25%
Total Price

\$1,864.22 \$153.80 \$2,018.02

### **TERMS & CONDITIONS**

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- 3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as we II as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
- Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
- Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1.00000limit of liability.
- 6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
- Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole resonsibility of the Customer.
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- 10. Access to Jobsite: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions r e lated thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
- 11. Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
- Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
- 13. Assignment: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- 14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hild den defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

 Cancellation: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care

- 16. Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metall rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
- 17. Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

#### Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

#### Customer

Signature	Title	Property Manger
Courtney Lynas Printed Name	Date	March 08, 2024

#### BrightView Landscape Services, Inc. "Contractor"

		Account Manager
Signature	Title	
William Houston		March 08, 2024
Printed Name	Date	

Job #: 337200001

SO #: 8357542 Proposed Price: \$2,018.02



**MEETING DATE:** 04/25/2024

**REQUESTER:** Brenda Waters – PID Manager, FSR

**PRESENTER:** Patricia Wren

**TITLE:** Consider proposal from Brightview to add fescue grass seed under the

Bradford Pear trees at the entrance of Preakness Dr and remove the silt

on the sidewalk in the amount of \$1,020

**ANALYSIS:** 





**Property Address** 

# **Proposal for Tree Care at Trimming of Bradford Pears at entrance**

Property Name Trimming of Bradford Pears

at entrance

992 Preakness Drive

Grand Prairie, TX 75051

Contact

Courtney Lynas

To Billing Address City of Grand Prairie 326 W. Main St.

Grand Prairie, TX 75050

Project Name Trimming of Bradford Pears at entrance

Project Description Trimming of the Bradford Pears along front entrance

**Scope of Work** 

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	EACH	Trimming of Bradford Pears along front entrance. Lift up	\$1,020.00	\$1,020.00

For internal use only

 SO#
 8357567

 JOB#
 495100000

 Service Line
 300

Subtotal
Sales Tax 8.25%
Total Price

\$1,020.00 \$84.15 \$1,104.15

### **TERMS & CONDITIONS**

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- 3. License and Permits: Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as we II as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
- Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
- Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1.000,000 limit of liability.
- 6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
- Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
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#### Customer

Signature	Title	Property Manager
Courtney Lynas Printed Name	Date	March 08, 2024

#### BrightView Tree Care Services, Inc. "Contractor"

		Account Manager
Signature	Title	
William Houston		March 08, 2024
Printed Name	Date	

Job #: 495100000

SO #: 8357567 Proposed Price: \$1,104.15



**MEETING DATE:** 05/09/2024

**REQUESTER:** Lee Harriss

**PRESENTER:** Patricia White Wren, President

**TITLE:** Discussion of Budget to Actual Financial Report for April 30, 2024

### Budget/Actual Report for Fiscal 2024 322492

## Southwest Village Public Improvement District as of 4/30/24 Preliminary

			Current			
		Budget	Actual	<b>Difference</b>	% Used	Month
			SVPID 322492			
<b>Beginning Resource Balance</b>		3,000	6,411.71			
Revenues						
Spec Assess Delinquent	42610	-	-	-	0%	-
Special Assessment Income	42620	81,280	81,108.17	(171.83)	100%	-
Interest On Pid Assessment	42630	-	98.11	98.11	0%	-
Insurance Recovery Property	42770	-	-	-	0%	-
Devlpr Particip/Projects	46110	-	-	-	0%	-
Miscellaneous	46395	-	-	-	0%	-
Interest Earnings	49410	-	-	-	0%	-
Int Earnings - Tax Collections	49470	_	-	-	0%	-
Trsfr-In Cap Rsrv Lndg Fund (4	49681	_	_	-	0%	_
Trsfr-In Risk Mgmt Funds (Prop	49686	_	_	-	0%	-
Trsf In/Parks Venue (3170)	49780	_	-	-	0%	-
Total Revenues		81,280	81,206.28	(73.72)	100%	-
Expenditures						
=	60020	20		20.00	0%	
Office Supplies Decorations	60132	1,000	- 650.00	350.00	65%	-
Public Relations	60160	,	650.00		03%	-
Beautification	60490	- 5 000	602.55	1 276 15	12%	622.55
	60776	5,000	623.55	4,376.45	0%	623.55
Wall Maintenance		10,000	2 525 00	10,000.00		490.00
Mowing Contractor	61225	19,630	3,535.00	16,095.00	18%	480.00
Legal Services	61360	-	200.50	- 2.40	0%	-
Collection Services	61380	394	390.60	3.40	99%	-
Miscellaneous Services	61485	100	-	100.00	0%	1 002 20
Fees/Administration	61510	11,422	6,821.96	4,600.04	60%	1,983.28
Postage And Delivery Charges	61520	20	-	20.00	0%	-
Light Power Service	62030	420	130.49	289.51	31%	-
Water/Wastewater Service	62035	7,350	3,138.19	4,211.81	43%	70.12
Bldgs And Grounds Maintenance	63010	-	-	-	0%	-
Irrigation System Maintenance	63065	3,500	-	3,500.00	0%	-
Playgrounds/Picnic Areas Maint	63135	2,800	-	2,800.00	0%	-
Decorative Lighting Maintenanc	63146	200	-	200.00	0%	-
Property Insurance Premium	64080	90	97.00	(7.00)	108%	-
Liability Insurance Premium	64090	400	171.75	228.25	43%	-
Fencing	68061	-	-	-	0%	-
Row/Easement Title Purchase	68091	-	-	-	0%	-
Architect'L/Engineering Serves	68240	-	-	-	0%	-
Landscaping	68250	-	-	-	0%	-
Irrigation Systems	68635	-	-	-	0%	-
Trf To Capital Lending Res (40	90061	5,000	5,000.00		<u>100</u> %	
<b>Total Expenditures</b>		67,346	20,558.54	46,787.46	31%	3,156.95
Ending Resource Balance		16,934	67,059.45			

Southwest Village Public Improvement District

These are Southwest Village PID assessments collected from PID residents to pay for PID maintenance.



**MEETING DATE:** 04/25/2024

**REQUESTER:** Lee Harriss

**PRESENTER:** Patricia White Wren, President

**TITLE:** Consider FY 2025 Budget and Assessment Rate

# Exhibit A GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 14 Southwest Village

Five Year Service Plan 2025 - 2029 BUDGET

Income based on Assessment Rate of \$0.19 per \$100 of appraised value. The FY 2024 rate was \$0.19 per \$100 of appraised value Service Plan projects a 10% increase in assessed value per year.

INCOME: Appraised Value		Valu	ue 1 <mark>7,056,594</mark>	Ass \$	sess Rate 0.19	F \$	Revenue 89,408			
Description Beginning Balance (Estimated)	Account	\$	2025 20,000	\$	2026 42,002	\$	2027 79,044	\$	2028 123,937	\$ 2029 177,576
P.I.D. Assessment	42620	\$	89,408	\$	98,348	\$	108,183	\$	119,001	\$ 130,902
TOTAL INCOME		\$	89,408	\$	98,348	\$	108,183	\$	119,001	\$ 130,902
Amount Available		\$	109,408	\$	140,350	\$	187,227	<u>\$</u>	242,938	\$ 308,478
EXPENSES:										
Description			2025		2026		2027		2028	2029
Office Supplies	60020	\$	20	\$	20	\$	20	\$	20	\$ 20
Decorations	60132		1,000		1,000		1,000		1,000	1,000
Beautification	60490		5,000		5,000		5,000		5,000	5,000
Wall Maintenance	60776		10,000		2,000		2,000		2,000	2,000
Mowing Contractor	61225		19,630		20,219		20,825		21,450	22,094
Collection Service	61380		394		394		394		394	394
Misc.	61485		100		100		100		100	100
Admin./Management	61510		11,422		11,993		12,592		13,222	13,883
Postage	61520		20		20		20		20	20
Electric Power	62030		420		441		463		486	511
Water Utility	62035		7,350		7.718		8,103		8,509	8,934
Irrigation System Maint.	63065		3,500		3,675		3,859		4,052	4,254
Playground/Picnic Area Maintenance	63135		2,800		2,940		3,087		3,241	3,403
Decorative Lighting Maintenance	63146		200		210		221		232	243
Property Insurance Premium	64080		150		158		165		174	182
Liability Insurance Premium	64090		400		420		441		463	486
Fencing*	68061		_		-		-		-	150,000
Trf To Capital Lending Res (4026)**	90061		5,000		5,000		5,000	_	5,000	 5,000
TOTAL EXPENSES		\$	67,405	<u>\$</u>	61,306	<u>\$</u>	63,291	<u>\$</u>	65,362	\$ 217,524
Ending Balance*		\$	42,002	\$	79,044	\$	123,937	\$	177,576	\$ 90,953
Avg. Annual Assessment by Home Value:  Value \$150,000 \$200,000 \$250,000 \$300,000 \$350,000		Yr	\$285 \$380 \$475 \$570 \$665			Av	g. Property	As	erty Value: sessment: Properties:	370,524 704 127
\$400,000			\$760							

<sup>\*</sup>Future fence replacement

<sup>\*\*</sup>RhinoRock: \$100,000--\$5,000/year for 20 years (FY23-FY42)