



CITY OF GRAND PRAIRIE

City Hall
300 W. Main Street
Grand Prairie, Texas

Meeting Agenda City Council Meeting

Tuesday, September 20, 2022

4:00 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

AGENDA REVIEW

RECESS MEETING

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 551.087 "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.

RECONVENE MEETING

6:30 PM Council Chambers

Invocation led by Pastor Dennis King, Hope Irving Church.

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

PRESENTATIONS

- 1. Recognition by Texas Municipal League Intergovernmental Risk Pool of the City of Grand Prairie for its Grand Prairie Police Crisis Support Unit
- 2. Spring Classic check presentation to the Special Olympics of Texas organization
- 3. National Night Out Proclamation

- [4.](#) Certificate of Recognition to Londa Knaack of Grand Prairie Cat Crew
- [5.](#) Proclamation for Indigenous Peoples' Day

ITEMS FOR INDIVIDUAL CONSIDERATION

- [6.](#) Ordinance appointing Ann M. Draper as Grand Prairie Municipal Court Associate Judge for a two year term effective October 10, 2022, and also appointing William A. Mazur, Jr. as an Alternate Judge, for a two year term effective August 12, 2022
- [7.](#) Final Public Hearing to receive citizen input regarding the renewal of the City's Juvenile Curfew Ordinance and Renewal of Juvenile Curfew Ordinance, Section 17-45 of the Code of Ordinances (Reviewed by the Public Health, Safety and Environment Committee on 9/12/2022)
- [8.](#) Second 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 amending Article VI, "Garbage Collection and Disposal," Sections 26-113 Residential Fees, 26-115 Commercial Fees, and 26-119 Rates for Disposal; making this amendment cumulative; repealing all ordinances in conflict herewith; providing a savings clause, severability clause, and a penalty clause; and providing for an effective date, after publication, of October 1, 2022
- [9.](#) Second of two readings of an ordinance modifying the solid waste collection franchise agreement with Republic Waste Services of Texas Ltd., dba Republic Services of Arlington to provide for a rate increase on residential, commercial, and industrial services, and to modify the agreement
- [10.](#) Ordinance Amending the FY 2021/2022 Operating Budgets
- [11.](#) Public Hearing and Ordinance Adopting the FY 2022/2023 Capital Improvement Projects Budgets
- [12.](#) Public Hearing and Ordinance Adopting the FY 2022/2023 Operating Budgets
- [13.](#) Public Hearing and Ordinance adopting and levying the ad valorem tax for the Fiscal Year (FY) 2022/2023 at a rate of \$0.66 per \$100 of assessed value on all taxable property within the corporate limits of the city on January 1, 2022, not exempt by law; providing revenues for payment of current municipal expenses for interest and sinking fund on outstanding City of Grand Prairie debt; providing for enforcement of collections; providing for a severability clause; and providing an effective date
- [14.](#) Resolution accepting the FY 2024-2027 Capital Improvements Plan
- [15.](#) Ordinance approving the 2022 tax roll resulting in a tax levy in the amount of \$139,130,487 based on the Certified Appraisal Rolls approved by the Dallas, Tarrant, and Ellis County Appraisal Districts

16. Berkshire Park PID (City Council District 2)
 - a. Public Hearing - Service Plan - Assessment Plan, Roll and Rate;
 - b. Adoption of the Berkshire Park PID 5-year Service Plan;
 - c. Ordinance approving the service plan, assessment plan, roll and rate;
 - d. PID Advisory Board Membership

17. Brookfield PID (City Council District 2)
 - a. Public Hearing - Service Plan – Assessment Plan, Roll and Rate
 - b. Adoption of the Brookfield PID 5-year Service Plan;
 - c. Ordinance Approving the Service Plan, Assessment Plan, Roll and Rate
 - d. PID Advisory Board Membership

18. Country Club Park PID (City Council District 2)
 - a. Public Hearing - Service Plan - Assessment Plan, Roll and Rate;
 - b. Adoption of the Country Club Park PID 5-year Service Plan;
 - c. Ordinance approving the service plan, assessment plan, roll and rate;
 - d. PID Advisory Board Membership

19. Crescent Heights PID (City Council District 2)
 - a. Public Hearing - Service Plan – Assessment Plan, Roll and Rate;
 - b. Adoption of the Crescent Heights PID 5-year Service Plan;
 - c. Ordinance approving the service plan, assessment plan, roll and rate;
 - d. PID Board Membership

20. Fairway Bend PID (City Council District 1)
 - a. Public Hearing - Service Plan - Assessment Plan, Roll and Rate;
 - b. Adoption of the Fairway Bend PID 5-year Service Plan;
 - c. Ordinance Approving the Service Plan, Assessment Plan, Roll and Rate;
 - d. PID Advisory Board Membership

21. Forum Estates PID (City Council District 2)

- a. Public Hearing - Service Plan - Assessment Plan, Roll and Rate;
- b. Adoption of the Forum Estates PID 5-year Service Plan;
- c. Ordinance Approving the Service Plan, Assessment Plan, Roll and Rate;
- d. PID Advisory Board Membership

22. Greenway Trails PID (City Council District 6)

- a. Public Hearing - Service Plan – Assessment Plan, Roll and Rate;
- b. Adoption of the Greenway Trails PID 5-year Service Plan;
- c. Ordinance approving the service plan, assessment plan, roll and rate;
- d. PID Board Membership

23. High Hawk PID (City Council Districts 4 and 6)

- a. Public Hearing - Service Plan – Assessment Plan, Roll and Rate;
- b. Adoption of the High Hawk PID 5-year Service Plan;
- c. Ordinance Approving the Service Plan, Assessment Plan, Roll and Rate;
- d. PID Advisory Board Membership

24. Lake Parks PID (City Council Districts 4 and 6)

- a. Public Hearing - Service Plan - Assessment Plan, Roll and Rate;
- b. Adoption of the Lake Parks PID 5-year Service Plan;
- c. Ordinance Approving the Service Plan, Assessment Plan, Roll and Rate;
- d. PID Advisory Board Membership

25. Lone Star Meadows PID (City Council District 2)

- a. Public Hearing - Service Plan - Assessment Plan, Roll and Rate;
- b. Adoption of the Lone Star Meadows PID 5-year Service Plan;
- c. Ordinance approving the service plan, assessment plan, roll and rate;
- d. PID Advisory Board Membership

26. Monterrey Park PID (City Council District 3)

- a. Public Hearing - Service Plan - Assessment Plan, Roll and Rate;
- b. Adoption of the Monterrey Park PID 5-year Service Plan;
- c. Ordinance Approving the Service Plan, Assessment Plan, Roll and Rate;
- d. PID Advisory Board Membership

27. Oak Hollow/Sheffield Village PID (City Council District 4)

- a. Public Hearing - Service Plan - Assessment Plan, Roll and Rate;
- b. Adoption of the Oak Hollow/Sheffield Village PID 5-year Service Plan;
- c. Ordinance Approving the Service Plan, Assessment Plan, Roll and Rate;
- d. PID Board Membership

28. Parkview PID (City Council District 1)

- a. Public Hearing - Service Plan - Assessment Plan, Roll and Rate;
- b. Adoption of the Parkview PID 5-year Service Plan;
- c. Ordinance Approving the Service Plan, Assessment Plan, Roll and Rate;
- d. PID Advisory Board Membership

29. Peninsula PID (City Council Districts 4 and 6)

- a. Public Hearing - Service Plan - Assessment Plan, Roll and Rate;
- b. Adoption of the Peninsula PID 5-year Service Plan;
- c. Ordinance approving the Service Plan, Assessment Plan, Roll and Rate;
- d. PID Advisory Board Membership

30. Silverado Springs PID (City Council District 2)

- a. Public Hearing - Service Plan - Assessment Plan, Roll and Rate;
- b. Adoption of the Silverado Springs PID 5-year Service Plan;
- c. Ordinance Approving the Service Plan, Assessment Plan, Roll and Rate;
- d. PID Advisory Board Membership

31. Southwest Village PID (City Council District 1).

- a. Public Hearing - Service Plan – Assessment Plan, Roll and Rate
- b. Adoption of the Southwest Village PID 5-year Service Plan
- c. Ordinance approving the service plan, assessment plan, roll and rate
- d. PID Advisory Board Membership

32. Walingford Village PID (City Council District 3)

- a. Public Hearing - Service Plan - Assessment Plan, Roll and Rate;
- b. Adoption of the Walingford Village PID 5-year Service Plan;
- c. Ordinance Approving the Service Plan, Assessment Plan, Roll and Rate;
- d. PID Advisory Board Membership

33. Whispering Oaks PID (City Council District 2)

- a. Public Hearing - Service Plan - Assessment Plan, Roll and Rate;
- b. Adoption of the Whispering Oaks PID 5-year Service Plan;
- c. Ordinance approving the Service Plan, Assessment Plan, Roll and Rate;
- d. PID Advisory Board Membership

34. Westchester PID (City Council Districts 2 and 6)

- a. Public Hearing - Service Plan - Assessment Plan, Roll and Rate;
- b. Adoption of the Westchester PID 5-Year Service Plan;
- c. Ordinance Approving the Service Plan, Assessment Plan, Roll and Rate;
- d. PID Advisory Board Membership

PLANNING AND ZONING FOR INDIVIDUAL CONSIDERATION

35. STP-22-07-0034 - Site Plan - 2400 W Marshall Dr Industrial Warehouse (City Council District 1). Site Plan for a Warehouse/Distribution center on 9.55 acres. Site 7, Great Southwest Industrial District, City of Grand Prairie, Tarrant County, Texas, zoned Light Industrial (LI), and addressed as 2400 W Marshall Dr (On August 22, 2022, the Planning and Zoning Commission recommended approval by a vote of 8-0)

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.

- [36.](#) Minutes of the September 6, 2022, City Council Meeting
- [37.](#) Tarrant County 9-1-1 District FY 2023 Budget (The Public Safety, Health and Environment Committee reviewed this item on 09/12/2022)
- [38.](#) Agreement with Dallas Area Agency on Aging (DAAA) for a total budget of \$263,970 (less Program Reimbursements of \$171,038) for Congregate Meals, Home Delivered Meals and Transportation Program located at the Summit
- [39.](#) Professional services contract with BSA Design Group, Inc. (BSA) in the amount of \$43,500 and approve a 5% contingency of \$2,175, for a total cost of \$45,675 for architectural services for the Grand Prairie Memorial Gardens Administration Building Lobby Improvements (The Finance and Government Committee reviewed this item on 09/06/2022)
- [40.](#) Annual contract for HOOPLA Streaming Media Service for Library Customers, with Midwest Tape in an amount not to exceed \$100,000.00 annually to equal a total contract value of \$500,000.00, if all four one-year extensions are exercised. Authorize the City Manager to execute the renewal options with aggregate price fluctuations up to \$25,000 so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms (The Finance and Government Committee reviewed this item on 09/06/2022)
- [41.](#) Amendment/Change Order No. 2 to the construction contract with Felix Construction Company in the amount of \$44,881.59 for the demolition of the old Fire Station No. 3 and a time extension due to switchboard delivery days for Robinson Road Pump Station for a total contract cost of \$7,953,274.48
- [42.](#) Joe Pool Lake Watershed Protection Interlocal Agreement with the Trinity River Authority for an amount not to exceed \$50,000 over five years (This item was reviewed by Public Health, Safety, and Environment on 9/12/22)
- [43.](#) Interlocal Emergency Mosquito Control Contract FY2023 with Dallas County for ground spraying at \$185.00 an hour
- [44.](#) Interlocal Agreement Renewal with Dallas County for FY 2022/2023 Health Services in an amount not to exceed \$38,854
- [45.](#) Five-year extension for GHA Barnett LLC to drill gas wells on the Auto Impound Padsite at 3010 Hardrock Road (On 9/12/22, the Public Health, Safety, and Environment Committee recommended approval with the conditions recommended by staff.)
- [46.](#) Five-year extension for GHA Barnett LLC to drill gas wells on the One Prime Padsite at 1044 Santerre (On 9/12/22, the Public Health, Safety, and Environment Committee recommended approval with the conditions recommended by staff)

- [47.](#) Five-year extension for GHA Barnett LLC to drill gas wells on the Race Padsite at 2200 Lower Tarrant Road (On 9/12/22, the Public Health, Safety, and Environment recommended approval)
- [48.](#) Annual contract renewal #1 with Nortex Concrete Lift & Stabilization, in the amount of \$934,187.50 an increase of \$107,000 annually and an overall increase of \$428,000 bringing the five-year total to \$4,563,937.50 if remaining renewals are exercised
- [49.](#) Trinity River Authority FY 23 Laboratory Services Contract in an amount not to exceed \$273,000 for analysis of water, wastewater, and stream samples
- [50.](#) Professional engineering services contract with Halff Associates in the maximum amount of \$116,000 for Stormwater Modeling Annual Update (The Finance and Government Committee reviewed this item on 09/06/2022)
- [51.](#) Annual contract for grass sod from King Ranch Turf Grass (up to \$28,660.00 annually). This agreement will be for one year with the option to renew for four additional one-year periods totaling \$143,300.00 if all extensions are exercised. An annual contract for grass seed from Justin Seed (up to \$18,270.00 annually). This agreement will be for one year with the option to renew for four additional one-year periods totaling \$91,350.00 if all extensions are exercised. Authorize the City Manager to execute the renewal options with aggregate price fluctuations up to \$35,825 for King Ranch and \$22,837.50 for Justin Seed so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms (The Finance and Government Committee reviewed this item on 09/06/2022)
- [52.](#) Annual Contract for product or service from Professional Coating Technologies (\$30,000.00) through a Master Interlocal Agreement with the City of Arlington. This contract will be for one year with the option to renew for four additional one-year periods totaling \$150,000 if all extensions are exercised. Authorize the City Manager to execute the renewal options with aggregate price fluctuations up to \$37,500.00 so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms (The Finance and Government Committee reviewed this item on 09/06/2022)
- [53.](#) Annual Agreement for easement and alley clearing from Bronco Land Clearing (up to \$114,725.00 annually). This agreement will be for one year with the option to renew for one additional one-year period totaling \$229,450.00 if all extensions are exercised. Authorize the City Manager to execute the renewal options with aggregate price fluctuations 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 (The Finance and Government Committee reviewed this item on 09/06/2022)
- [54.](#) Ratify expenditures estimating \$428,519 with North Texas Contracting for an emergency purchase for the repair of a 12" water line at the northwest corner of Johnson Creek and Carrier (The Finance and Government Committee reviewed this item on 09/06/2022)
- [55.](#) High Hawk PID Contract with SPSD, Inc. for Landscape Maintenance for \$265,385.62 in High Hawk PID (City Council Districts 4 and 6) for a 15-month term

- [56.](#) Ordinance authorizing the abandonment and quitclaim of an unneeded portion of the street right-of-way containing 1,380 square feet located at 3050 Red Hawk Drive and SH 360 South, at or near property owned by RLP III Red Hawk Owner, LLC, for \$500.00 and other good and valuable consideration
- [57.](#) Ordinance amending the FY2021/2022 Capital Improvement Projects Budget; Change Order No. 2 with Fast General Contracting for, wrought iron fence replacement, substitution of hydroseed in lieu of sod and to ratify the payment for irrigation pipe relocation and sprinkler head installation in the total amount of \$28,120, for a total project cost of \$465,504
- [58.](#) Ordinance amending the FY 2021/2022 Capital Improvements Projects Budget; Professional Consultant Contract with Pacheco Koch Consulting Engineering, Inc. for the Main Street Roadway Improvements in the amount of \$49,000 for a total project cost of \$3,159,003.00 (The Finance and Government Committee reviewed this item on 09/06/2022)
- [59.](#) Ordinance amending the Step Plan Pay Scale for Civil Service Police and Fire Employees
- [60.](#) Ordinance amending the Special Pay Types and Amounts for Police Civil Service Employees
- [61.](#) Ordinance amending the Special Pay Types and Amounts for Fire Civil Service Employees
- [62.](#) Ordinance amending the Code of Ordinance, Chapter 26, “Utilities and Services” relating to fees for Water and Wastewater (Reviewed by the Finance and Government Committee on 09/06/2022)
- [63.](#) Change Order #1 in the amount of \$10,000.00 for the Fish Creek Stabilization project to verify existing conditions within the project area, accommodate changes with the design, and deliver 100% of documents to the City to the agreement with Teague, Nall, and Perkins, Inc for a total project cost of \$100,445.00 (The Finance and Government Committee reviewed this item on 09/06/2022)
- [64.](#) Professional Engineering Contract with Halff Associates, Inc. for Henry Branch Slope Repair in the amount of \$61,325.00 (The Finance and Government Committee reviewed this item on 09/06/2022)
- [65.](#) Ordinance to enter into a “Noise Monitor License Agreement” with Dallas Fort Worth International Airport Board (Licensee) for the purpose of authorizing DFW International Airport Board to place noise monitoring equipment on City of Grand Prairie (Licensor) premises (specifically, Mike Lewis Park)
- [66.](#) Resolution approving a Chapter 380 Program Agreement for Economic Development Incentives with Bass Pro Outdoor World, LLC, in an amount not to exceed \$5,000,000; granting a partial rebate on ad valorem property tax revenues, a partial rebate of sales tax revenues, and a one-time construction building materials situs rebate
- [67.](#) Resolution consenting to the addition of approximately 420 acres of land into Ellis County Fresh Water Supply District No. 1; Development Agreement Amendment with PRA Prairie Ridge, L.P., Ellis County Fresh Water Supply District No. 1 and Johnson County Fresh Water

Supply District No 2., Soapbox Partners LP and Prairie Ridge Mountain Creek LP to create new development standards for the land added into Ellis County Fresh Water Supply District No. 1

- [68.](#) Resolution for the City of Grand Prairie to enter into an Interlocal Agreement (ILA) with the North Central Texas Council of Governments (NCTCOG); and authorize the City Manager to accept the ILA to proceed with the Solid Waste Implementation Grant project of \$48,560 from the NCTCOG (The Finance and Government Committee reviewed this item on 09/06/2022)
- [69.](#) Resolution supporting the application for and acceptance of a FY 2022 Justice Assistance Grant (JAG) from the United States Department of Justice (DOJ), Bureau of Justice Assistance to be used for law enforcement purposes for \$36,347 in total funding with an agreement for \$10,904.10 to be allocated to funding Dallas County projects and \$1,781 to be allocated to the City of Dallas for fiscal administration fees and expenditures leaving a net amount of \$23,661.90 to the City of Grand Prairie and authorizing the City Manager to execute documents relative to the acceptance of the grant including an interlocal agreement with the City of Dallas, Dallas County, and other Dallas County subrecipients (The Public Safety, Health and Environment Committee reviewed this item on 09/12/2022)
- [70.](#) Resolution authorizing the City Manager to negotiate and acquire rights-of-way for the FY 2022/2023 Capital Improvement Projects

CITIZEN COMMENTS

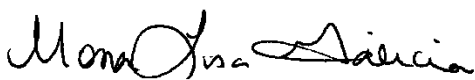
Citizens may speak during Citizen Comments for up to five minutes on any item not on the agenda by completing and submitting a speaker card.

ADJOURNMENT

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 September 16, 2022.



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: 09/20/2022

REQUESTER: Chelsea Watson

PRESENTER: Scott Houston, Intergovernmental Relations Manager at Texas Municipal League Intergovernmental Risk Pool (TML-IRP)

TITLE: Recognition by Texas Municipal League Intergovernmental Risk Pool of the City of Grand Prairie for its Grand Prairie Police Crisis Support Unit

RECOMMENDED ACTION: None

ANALYSIS:

Scott Houston, Intergovernmental Relations Manager at TML-IRP, will recognize and present the city with their Partnership Award for the City’s contributions to their community and to the Risk Pool.

FINANCIAL CONSIDERATION:

None.



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/20/2022

REQUESTER: Fred Bates, Jr.

PRESENTER: Cesar Guerra, Traffic Unit Supervisor

TITLE: Spring Classic check presentation to the Special Olympics of Texas organization

RECOMMENDED ACTION: Approve



CITY OF GRAND PRAIRIE
COMMUNICATION

MEETING DATE: 09/20/2022

PRESENTER: Mayor Ron Jensen

TITLE: National Night Out Proclamation

REVIEWING COMMITTEE:

SUMMARY: National Night Out is October 4, 2022.

<i>Department:</i>	Police
<i>Recommended Action:</i>	None



Proclamation

WHEREAS, National Night Out is an annual community-building campaign celebrated on the first Tuesday in October in Texas, that promotes police-community partnerships and neighborhood camaraderie to make our neighborhoods safer places to live; and

WHEREAS, National Night Out started as a way for law-abiding residents to take a stand against crime by spending time outside with their porch lights illuminated, and 2022 marks the 39th year that the program has been in place; and

WHEREAS, National Night Out has become one of the most effective activities for building trust and relationships, thereby helping our communities, law enforcement agencies, cities, and counties work together successfully for crime, drug, and violence prevention efforts; and

WHEREAS, it is essential that all citizens of Grand Prairie be aware of the importance of crime prevention programs and the impact that their participation can have on reducing crime of all kinds in or community;

NOW, THEREFORE: I, Mayor Ron Jensen, on behalf of the citizens and City Council of Grand Prairie, Texas, do hereby proclaim Tuesday, October 4, 2022 as:

NATIONAL NIGHT OUT

in the City of Grand Prairie, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

WITNESS MY HAND AND THE SEAL OF THE CITY OF GRAND PRAIRIE, TEXAS, on this 20th day of September 2022.


 Ron Jensen, Mayor



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/20/2022

REQUESTER: Chiquita Taylor

PRESENTER: Mayor Ron Jensen

TITLE: Certificate of Recognition to Londa Knaack of Grand Prairie Cat Crew

RECOMMENDED ACTION: None


Grand Prairie ★ TEXAS Certificate of Appreciation

This certificate is presented to

Londa Knaack

*in recognition of her continuous efforts in the care and treatment
of public community cats as part of the Grand Prairie Cat Crew*

*By the authority vested in me as Mayor of the City of Grand Prairie,
Texas, I have issued this honor on this the 20th day of September 2022.*



Ron Jensen
Mayor



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/20/2022

REQUESTER: Council Member Junior Ezeonu

PRESENTER: Mayor Ron Jensen

TITLE: Proclamation for Indigenous Peoples' Day

RECOMMENDED ACTION: None



Proclamation

WHEREAS, Indigenous Peoples' Day acknowledges and celebrates America's first inhabitants and Tribal Nations, some which include the Caddo, Wichita, Lipan Apache, Comanche, Coahuiltecan, and Cherokee who all lived in the State of Texas at different points in time; and

WHEREAS, it is encouraged that Americans of all backgrounds observe October 10, 2022, as "Indigenous Peoples' Day" in Texas through appropriate ceremonies, activities, and programs to honor Native Americans and their rich traditional and contemporary culture; and

WHEREAS, the State of Texas today has the third largest American Indian population, which include tribes indigenous to the State of Texas and numerous federally recognized and state recognized tribes.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council do hereby proclaim October 10, 2022, as

Indigenous Peoples' Day

in the City of Grand Prairie, Texas, and recognizes their contributions.

WITNESS MY HAND AND THE SEAL OF THE CITY OF GRAND PRAIRIE, TEXAS ON THIS THE 20th DAY OF SEPTEMBER 2022.

*Ron Jensen
Mayor*



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 09/20/2022

REQUESTER: Olivia Tucker

PRESENTER: Bryan S. Arnold, Presiding Judge

TITLE: Ordinance appointing Ann M. Draper as Grand Prairie Municipal Court Associate Judge for a two year term effective October 10, 2022, and also appointing William A. Mazur, Jr. as an Alternate Judge, for a two year term effective August 12, 2022

RECOMMENDED ACTION: Approve

ANALYSIS:

The previous Associate Judge, William A. Mazur, Jr., retired with the City of Grand Prairie on August 11, 2022. The position of Associate Judge was posted across multiple platforms (GPTX job Page, TML, careersingovernment.com, and governmentjobs.com, Dallas Bar Association, Tarrant County Bar Association).

Twenty candidates applied for the position. Judge Bryan Arnold reviewed the resumes and selected fifteen of the candidates to be interviewed and conducted each interview. The interview list included 2 in-house candidates.

Subsequently, the candidate list was narrowed to four for a second round of interviews. Steven Cherry and Amy Sprinkles were included on the Interview Panel with Judge Arnold. After this round, while the Interview Panel felt each of the finalists would be outstanding, Ann M. Draper emerged as the candidate whose professional qualifications and poised demeanor made her best suited for the position of Associate Judge. Accordingly, she was offered the position as the Associate Judge with an effective start date of October 10, 2022.

Staff is very excited about the prospect of Judge Draper becoming a part of our judicial staff and believe she will be a valuable addition to the Court.

Further, staff is pleased to recommend that William A. Mazur, Jr., continue to serve the City of Grand Prairie as an Alternate Judge, effective August 12, 2022.

FINANCIAL CONSIDERATION:

Funds are available in 201010-500200 and 201010-61360 for wages.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, APPOINTING ANN M. DRAPER AS ASSOCIATE JUDGE OF THE GRAND PRAIRIE MUNICIPAL COURT; PROVIDING FOR COMPENSATION OF SAID JUDGE; AND PROVIDING AN EFFECTIVE DATE; AND APPOINTING WILLIAM A. MAZUR, JR. AS AN ALTERNATE JUDGE; PROVIDING FOR COMPENSATION OF SAID JUDGE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Ann M. Draper, shall serve as the Associate Judge of the Grand Prairie Municipal Court effective October 10, 2022, for a two-year term and to expire on October 9, 2024.

WHEREAS, William A. Mazur, Jr. shall serve as the Associate Judge of the Grand Prairie Municipal Court effective August 12, 2022, and ending August 11, 2024.

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

SECTION 1. That the City Council appoints Ann M. Draper as Associate Judge of the Grand Prairie Municipal Court for the term beginning October 10, 2022, and ending October 9, 2024.

SECTION 2. That the City Council appoints William A. Mazur, Jr. as an Alternate Judge of the Grand Prairie Municipal Court for the term beginning August 12, 2022, and ending August 11, 2024.

SECTION 3. Compensation for the associate judge and alternate judge shall be determined by the City Manager in accordance with Chapter 10, Section 10-2(b) of the Code of Ordinances of the City of Grand Prairie.

SECTION 4. That this Ordinance shall be and become effective October 10, 2022, and after its adoption and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20th DAY OF SEPTEMBER 2022.



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 9/20/2022

REQUESTER: Fred Bates, Jr.

PRESENTER: Daniel Scesney, Chief of Police

TITLE: Final Public Hearing to receive citizen input regarding the renewal of the City's Juvenile Curfew Ordinance and Renewal of Juvenile Curfew Ordinance, Section 17-45 of the Code of Ordinances (Reviewed by the Public Health, Safety and Environment Committee on 9/12/2022)

RECOMMENDED ACTION: Approve

ANALYSIS:

Every three years the City Council shall review the curfew ordinance; conduct a public hearing on the need to continue the ordinance; and abolish, continue or modify the ordinance. The Police Department believes the current curfew ordinance, as written, meets the needs of the City and the community. It is used as an effective tool to both reduce juvenile victimization and investigate criminal activity of juvenile offenders. The purpose of the curfew ordinance is to prevent juveniles from committing crimes or becoming victims of crime.

Initial research into a juvenile ordinance for the City of Grand Prairie began in 1991. The ordinance was subsequently delayed until a lawsuit, challenging the constitutionality of the ordinance involving the City of Dallas, was resolved. After the Supreme Court upheld the validity of the Dallas Ordinance, a curfew ordinance was passed by the Grand Prairie City Council on May 17, 1994, for a trial period of six months. After the trial period and on November 15, 1994, a curfew ordinance for the City of Grand Prairie became effective and must be renewed every three years.

The curfew is in effect from 11:00 p.m. on Sunday through Thursday until 6:00 a.m. the following day and from 12:01 a.m. until 6:00 a.m. any Saturday or Sunday. Violations of the ordinance include:

- When a minor remains in any public place or on the premises of any establishment within the city during curfew hours
- When a parent or guardian of a minor knowingly permits the minor to violate the curfew ordinance
- When an owner, operator, or any employee of an establishment knowingly allows a minor to remain at the establishment during curfew hours

Juvenile curfew violator defenses to the ordinance include:

- Accompanied by the minor's parent or guardian
- On an errand at the direction of the minor's parent or guardian
- Engaged or going to or returning from an employment activity

- On the sidewalk abutting the minor's residence or abutting the residence of a next-door neighbor if the neighbor did not complain to the police department
- Attending an official school, religious, or other recreational activity supervised by adults
- Exercising First Amendment rights
- Married or certified as an adult

The current curfew ordinance has served as an effective tool for law enforcement and the community as it aids in controlling illegal activity and provides a measure of protection to vulnerable youth after hours. The ordinance compels children to be off the streets during curfew hours but provides for the aforementioned exceptions.

In an effort to continue the Community Policing philosophy of the Police Department, further protect children and reduce juvenile crime, staff recommends the City Council renew the current curfew ordinance.

This is the second of two public hearings on this item. The first public hearing was held on September 6, 2022.

FINANCIAL CONSIDERATION:

None

BODY

AN ORDINANCE REENACTING OR CONTINUING CHAPTER 17, OFFENSES AND MISCELLANEOUS PROVISIONS," SECTION 17- 45, CURFEW REGULATIONS FOR MINORS," OF THE GRAND PRAIRIE CITY CODE, ESTABLISHING A CURFEW FOR MINORS, PROVIDING A SAVINGS CLAUSE, AND PROVIDING AN EFFECTIVE DATE UPON PASSAGE AND PUBLICATION

WHEREAS, on May 17, 1994, after public hearing, the City of Grand Prairie enacted Ordinance 5250, as amended on November 11, 1994, which established a curfew for minors 16 and younger between 11: 00 p.m. on Sunday through Thursday and 6: 00 a.m. of the following day and from 12: 01 a.m. until 6: 00 a.m. on any Saturday or Sunday, and provided certain defenses; and

WHEREAS, Section 370. 002 of the Texas Local Government Code provides that cities enacting a curfew must, every three years, review the ordinance' s effects on the community and on problems the ordinance or order was intended to remedy; and

WHEREAS, Section 370. 002 of the Texas Local Government Code provides the cities must conduct public hearings on the need to continue the ordinance; and

WHEREAS, on January 15, 2013, after a public hearing and a finding that there was still a need for the juvenile curfew, Ordinance 9481 was adopted reenacting and reinstating the curfew provisions; and

WHEREAS, the Council City of Grand Prairie finds the curfew ordinance has been a valuable tool for the police in fighting juvenile crime and juvenile victimization; and

WHEREAS, after a public hearing, the City Council of the City of Grand Prairie finds an urgent public necessity to continue the curfew ordinance in its enacted format.

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

SECTION 1. That Ordinance 5250, enacting a night juvenile curfew ordinance as Section 17-29 of Chapter 17 of the Grand Prairie City Code, as passed on May 17, 1994, and amended on November 11, 1994, Ordinance 6482, passed and approved on August 7, 2001, Ordinance 7009, passed and approved on March 16, 2004, Ordinance 7563, passed and approved on March 6, 2007, Ordinance 8083, passed and approved on February 2, 2010, Ordinance 9481, passed on January 15, 2013, and Ordinance 10000, passed and approved on January 19, 2016, Ordinance 10583, passed and approved on January 8, 2019 which reinstated the curfew, and is codified in Section 17-45 of the Code of Ordinances, are hereby reenacted, and the provisions of Section 17-45 are to continue in full force and effect, to the effect that minors are subject to a curfew as set out in the Ordinance.

SECTION 2. 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 the validity of the remaining portions thereof.

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

SECTION 4. That this ordinance shall be in full force and effect from and after its passage and approval.

SECTION 5. That, violation of this ordinance shall be punishable in accordance with Section 1-8 of the Code of Ordinances.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20TH DAY OF SEPTEMBER 2022.



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 09/20/2022

REQUESTER: Patricia Redfearn

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

TITLE: Second 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 amending Article VI, "Garbage Collection and Disposal," Sections 26-113 Residential Fees, 26-115 Commercial Fees, and 26-119 Rates for Disposal; making this amendment cumulative; repealing all ordinances in conflict herewith; providing a savings clause, severability clause, and a penalty clause; and providing for an effective date, after publication, of October 1, 2022

RECOMMENDED ACTION: Approve

ANALYSIS:

Since 1962, the company, currently doing business as Republic Services of Arlington has provided solid waste collection services for the City of Grand Prairie. The current franchise agreement between Republic Waste Services and the City allows a once-per-year request for a rate increase, if it can be justified by the Director of Finance.

The most recent franchise agreement is for a 10-year period, commencing in October of 2018. The proposed franchise agreement modification will allow for a 10% increase in residential, and industrial rates from those agreed to in September of 2021, as well as a commercial rate increase of 10% and the amount necessary to allow for the increase to the landfill gate rate. The modification will also allow a change to Sections 28 and 41 of the Franchise Agreement, by shifting the deadline for potential rate increase requests, the deadline for responding to the rate increase requests and will return the requirement for a professional third-party audit of financials to be provided to the city with any rate increase request.

The landfill tipping fee, per ton, has remained stagnant for several years. A recent Cost of Service Analysis reveals that the rate needs to be adjusted to provide for current and future projects and to replenish reserve balances, over time.

FINANCIAL CONSIDERATION:

Funding for the increase for residential solid waste customers is in the FY 2022/2023 Proposed Solid Waste Operating Budget.

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," SECTIONS 26-113 RESIDENTIAL FEES, 26-115 COMMERCIAL FEES, AND 26-119 RATES FOR DISPOSAL; MAKING THIS AMENDMENT CUMULATIVE; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING A SAVINGS CLAUSE, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE, AFTER PUBLICATION, OF OCTOBER 1, 2022

WHEREAS, the City has an interest in protecting public health through proper collection and disposal of solid waste; and

WHEREAS, the City has the authority to regulate residential and commercial solid waste collection rates; and

WHEREAS, Republic Waste Services of Texas, Ltd. d/b/a Republic Services of Arlington has requested an increase in certain fees; and

WHEREAS, increases to residential, commercial and industrial garbage collection services are reasonable and within the market range.

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" Sections 26-113, 26-115, and 26-119, are hereby amended to read as follows:

Sec. 26-113. Residential Fees.

- (a) The collection and removal of garbage and trash in disposable containers from premises used for residential purposes shall be made two (2) times per week (and collection of recyclables shall be made one (1) time each week). The fair and reasonable charge for such service is hereby determined to be seventeen dollars and eighty-two (\$17.82) per residential unit for each calendar month, and the charges shall accrue for each month or portion thereof during which the service is available and provided to the customer. Eligible for a one-dollar (\$1.00) discount are water account customers aged sixty-five (65) and older with the account in the senior citizen's name and certified by ad valorem tax exemption, and permanently disabled customers eligible for transportation with city services for the disabled with the account in the disabled citizen's name. When a customer has an active water bill account with the city, the charges shall be due and payable simultaneously with charges for water service.

Residential curbside services franchise collection rate.....\$8.44

- (b) Non-senior citizen residents and certified senior and disabled citizens with an active account, who opted out of the recycling program prior to July 31, 2000, shall be charged a fee of fifteen dollars and eighty-two cents (\$15.82) per residential unit for each calendar month, and the

charges shall accrue for each month or portion thereof during which the service is available and provided to the customer. When a customer has an active water bill account with the city, the charges shall be due and payable simultaneously with charges for water service.

- (c) A person who fails to pay residential solid waste fees shall be subject to the termination of collection service. Additionally, the failure to pay fees shall be an offense subject to the enforcement of provisions contained in section 26-123.

Sec. 26-115. - Commercial fees.

(a) Charges-Commercial Cart Service. Commercial cart service is available to small commercial customers whose service address is located on Main Street or Jefferson Street. The fair and reasonable monthly charges for small commercial rolling carts are determined to be as follows:

Number of rolling carts emptied twice per week (maximum 2):

One cart \$32.11

Two carts \$43.35

(b) Charges Commercial Bag Service. Commercial bag service is available to small commercial customers who do not qualify for commercial cart service. Fair and reasonable charges for commercial bag service are hereby determined to be twenty-six dollars and sixty-one (\$26.61) for the first cubic yard or portion thereof and twelve dollars and forty-five cents (\$12.45) for each additional cubic yard per month.

(c) Charges-Commercial-type containers. As an alternative to the collection methods and charges provided in subsection (a) above, commercial, institutional, and industrial customers may dispose of garbage and trash by means of approved commercial-type containers. Additionally, multifamily residential complexes may employ commercial-type containers for garbage and trash collection in the same manner as commercial, institutional, and industrial customers. For the purposes of this section only, town homes organized as nonprofit homeowner associations and consisting of a minimum of four hundred (400) dwelling units may be considered multifamily residential complexes when such nonprofit status has been verified by the city attorney and the finance director upon submittal by the nonprofit homeowners association of a full financial disclosure statement showing detailed revenues and expenses to demonstrate the nonprofit status of the association. "Town homes" means two (2) or more adjoining single-family attached dwellings in which there is a separate, real property interest in each dwelling unit and the common areas are owned by the nonprofit homeowners association or by each dwelling unit owner through an undivided interest in common with all other dwelling unit owners.

(d) All charges for commercial services are monthly unless specified otherwise. The fair and reasonable charges for commercial service are determined to be as follows:

Two (2) cubic yards:

Emptied 1 time per week: \$92.96
 Emptied 2 times per week: \$144.84
 Emptied 3 times per week: \$200.21
 Emptied 4 times per week: \$231.73
 Emptied 5 times per week: \$321.17
 Emptied 6 times per week: \$415.76

Extra \$ 26.53

Four (4) cubic yards:

Emptied 1 time per week: \$144.84
 Emptied 2 times per week: \$218.15
 Emptied 3 times per week: \$301.61
 Emptied 4 times per week \$386.84
 Emptied 5 times per week \$473.79
 Emptied 6 times per week \$615.20
 Extra \$37.73

Eight (8) cubic yards:

Emptied 1 time per week: \$218.15
 Emptied 2 times per week: \$371.56
 Emptied 3 times per week: \$463.61
 Emptied 4 times per week \$603.43
 Emptied 5 times per week \$761.91
 Emptied 6 times per week \$959.64
 Extra \$63.58

Front load packers:

Four (4) cubic yards:

Emptied 1 time per week: \$199.68
 Emptied 2 times per week: \$399.35
 Emptied 3 times per week: \$597.35
 Emptied 4 times per week \$802.15
 Emptied 5 times per week \$1,000.15
 Emptied 6 times per week \$1,199.82
 Extra \$43.82

Six (6) cubic yards:

Emptied 1 time per week: \$298.66
 Emptied 2 times per week: \$599.11
 Emptied 3 times per week: \$901.14
 Emptied 4 times per week \$1,199.82
 Emptied 5 times per week \$1,500.26
 Emptied 6 times per week \$1,800.62
 Extra \$65.84

Eight (8) cubic yards:

Emptied 1 time per week: \$395.45
 Emptied 2 times per week: \$794.39
 Emptied 3 times per week: \$1,188.16

Emptied 4 times per week \$1,588.20
 Emptied 5 times per week \$1,984.33
 Emptied 6 times per week \$2,378.13
 Extra \$91.88

Roll-offs:

Twenty (20) cubic yards, roll-off:
 Per Pickup \$171.74
 Lease charge, per month: \$155.24

Thirty (30) cubic yards, roll-off (open top):
 Per pickup \$ 171.74
 Lease charge, per month \$ 195.21

Thirty (30) cubic yards, roll-off (closed top):
 Per pickup \$ 171.74
 Lease charge, per month \$331.32

Thirty (30) cubic yards-Compactor:
 Per pickup \$ 171.74
 Lease charge, per month: Variable

Forty (40) cubic yards, roll-off (open top):
 Per pickup \$ 171.74
 Lease charge, per month \$239.47

Forty-two (42) cubic yards-Compactor:
 Per pickup \$171.74
 Lease charge, per month: Variable

Additional charges:

Container with casters, per month \$5.13
 Container inside fence/container-pickup \$1.71
 Additional Yardage Fee \$16.25 per yard for overflowing dumpster
 South of I-20 Charge - Front loaders \$17.00 per month
 South of I-20 Roll-off \$18.02 per trip
 Placement or Relocation Fee (front loaders): \$74.80
 Obstruction Charge – Front load- Equal to extra dump fee for customer's container size.
 Obstruction Charge - Roll Off \$79.62

Burned Container Fees:

2 cubic yards: \$74.53
 4 cubic yards: \$98.64
 8 cubic yards: \$125.80
 20 cubic yards: \$173.35
 30 cubic yards: \$254.98
 40 cubic yards: \$345.09

(e) Obstruction charge. The charge for an extra pickup will be assessed to all commercial accounts that have obstructions in front of containers on the day of pickup that result in return-trips, and also the same charge shall apply for containers being picked up for past due billings.

(f) Placement charge- Industrial-type containers. There shall be a charge of seventy-eight dollars and ninety-three cents (\$78.93) for the original placement of a container and such charges shall apply if the container must be removed and replaced as result of nonpayment of the customer's bill.

(g) Deposit. There shall be a customer deposit for service in the amount of one (1) month's bill for service as determined by the agreement between customer and collector to provide service pursuant to this chapter.

(h) Landfill fees. Landfill fees for roll-off containers shall be forty-eight dollars and fifty-eight cents (\$48.58) per ton, unless modified by a contract with the city.

(i) Refund policy. Household and commercial customers who have been charged by the City of Grand Prairie for the incorrect collection services rate may be credited for up to six (6) months of overcharges. The credit given will be the difference between the correct month rate and monthly rate actually charged and paid, multiplied by the number of months involved to a maximum of six (6) months. No credit will be given for overcharges that are more than twelve (12) months old.

Sec. 26-119 Same-Rates for disposal.

(a) The following rates will be charged for disposal at the city landfill:

(1) Residential rates:

- a. Residential loads (containing household generated wastes and delivered by household member) one (1) load free per month with current water bill and a picture identification.
- b. Three dollar (\$3.00) per load without current water bill or after one (1) load free that month.
- c. The maximum amount that a resident may dispose of per calendar year, at the residential rate, is 5 tons. All weight in excess of 5 tons, shall be billed at the commercial rate.

(2) Commercial rates: Commercial loads: contains any waste generated or hauled by a Grand Prairie business, transported by vehicles larger than a one (1) ton truck, or hauled by a resident, who has already disposed of 5 tons in the calendar year.

- a. Per ton \$40
- b. Remediated soils per ton \$40.00
- c. Per cubic yard \$10
- d. Clean brush or wood, per ton \$22.50

(b) Additional fees:

- (1) Auto tires (for recycling) – Per tire/no more than 4 tires per trip \$1.00
- (2) Truck tires (for recycling) – Per tire/no more than 3 tires per trip \$3.00

- (3) Tractor tires (for recycling) – Per tire/no more than 2 tires per trip \$10.00
- (4) Livestock, per animal \$15.00
- (5) Domestic animals, per animal \$5.00

Notes for rates:

(a) Current water bill means issued within thirty (30) days. Water bill must indicate that resident pays for (subscribes to) residential garbage service in order to gain free access. If City of Grand Prairie water service is not provided to residence, a current bill indicating payment for garbage collection service must be presented to gain free access.

(b) Loads from apartments or other residences that do not receive curbside or alley collection of residential wastes will not be eligible for any free loads at the landfill. Any and all residential loads from these residences will be subject to the fee of forty dollars (\$40.00) per ton.

(c) Fees are charged on a per load basis, for example: a pickup (one (1) load) with wastes that is hauling a trailer (one (1) load) with wastes is subject to a fee for two (2) loads on each visit to the landfill.

(d) Contractors hauling waste from Grand Prairie residences must provide documentation stating where the waste was generated. All contractors will be assessed a bill based on forty (\$40.00) per ton. At no time will a contractor's bill be assessed against the residence where the work is being accomplished. All contractors must have a billable address, or they must use a deposit system established by the operations supervisor or solid waste manager.

(e) Rented moving trucks (such as U-Haul and Ryder) are considered residential vehicles when driven by a resident.

(f) Any person bringing garbage from rental property shall be assessed a commercial charge.

SECTION 2. 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 3. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 4. 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 5. 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 6. That a violation of any provision of this Ordinance shall be a misdemeanor punishable in accordance with Section 1-8 of the Code of Ordinances of the City of Grand Prairie, Texas.

SECTION 7. That this ordinance shall be effective, after publication, on October 1, 2022.

FIRST READING OF THE ORDINANCE IS PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THE 6TH DAY OF SEPTEMBER 2022.

SECOND READING PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THE 20th DAY OF SEPTEMBER 2022.



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 09/20/2022

REQUESTER: Patricia Redfearn

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

TITLE: Second of two readings of an ordinance modifying the solid waste collection franchise agreement with Republic Waste Services of Texas Ltd., dba Republic Services of Arlington to provide for a rate increase on residential, commercial, and industrial services, and to modify the agreement

RECOMMENDED ACTION: Approve

ANALYSIS:

Since 1962, the company, currently doing business as Republic Services of Arlington has provided solid waste collection services for the City of Grand Prairie. The current franchise agreement between Republic Waste Services and the City allows a once-per-year request for a rate increase if it can be justified by the Director of Finance.

The most recent franchise agreement is for a 10-year period, commencing in October of 2018. The proposed franchise agreement modification will allow for a 10% increase in residential, and industrial rates, and a 10% increase to commercial rates, plus the amount required to pass through the landfill gate rate increase. It will also allow a change to Sections 28 and 41, by shifting the deadline for potential rate increase requests, the deadline for responding to the rate increase requests and by returning the requirement for a professional third-party audit of financials to be provided to the city with any rate increase request.

FINANCIAL CONSIDERATION:

Funding for the increase for residential solid waste customers is in the FY 2022/2023 Proposed Solid Waste Operating Budget.

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., DBA REPUBLIC SERVICES OF ARLINGTON (FRANCHISEE) TO ALLOW A 10% RATE INCREASE TO RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL SOLID WASTE

CUSTOMERS, ALLOWING CHANGES TO SECTIONS 28 AND 41 OF THE FRANCHISE AGREEMENT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City entered into a ten-year franchise agreement with Republic Waste Services of Texas, Ltd. (the “Franchisee”), on October 17, 2018; and

WHEREAS, the Franchisee submitted a rate increase request to provide solid waste collection and disposal within the City; and

WHEREAS, the City has determined that the proposed rate increase submitted by the Franchisee is in the best interest of the City; and

WHEREAS, the proposed rate increase and amendments to the franchise agreement are 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 Sections 28 and 41 of the 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, shall be amended as provided in the Fourth Amendment to the Franchise Agreement, which is attached to this ordinance.

SECTION 2. 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, shall be amended to read as follows:

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

**ATTACHMENT A – RATE SHEET
EFFECTIVE OCTOBER 1, 2022**

RESIDENTIAL RATES	
SERVICE TYPE	RATE
Residential Curbside Services FRANCHISEE Collection Rate	\$8.44
Commercial Hand Collect FRANCHISEE Trash Collection Rate – Commercial Bags	\$10.86
Commercial Hand Collect FRANCHISEE Recycling Collection Rate	\$3.19

Commercial Cart FRANCHISEE Collection Rate – One Cart	\$16.36
Commercial Cart FRANCHISEE Collection Rate – additional cart (limit one)	\$11.24

Collector Disposal Rate: \$40 per ton

COMMERCIAL FRONT-LOAD RATES							
SIZE	1X/WEEK	2X/WEEK	3X/WEEK	4X/WEEK	5X/WEEK	6X/WEEK	EXTRA
2 YD	\$92.96	\$144.84	\$200.21	\$231.73	\$321.17	\$415.76	\$26.53
4 YD	\$144.84	\$218.15	\$301.61	\$386.84	\$473.79	\$615.20	\$37.73
8 YD	\$218.15	\$371.56	\$463.61	\$603.43	\$761.91	\$959.64	\$63.58
4 YD PKR	\$199.68	\$399.35	\$597.35	\$802.15	\$1,000.15	\$1,199.82	\$43.82
6 YD PKR	\$298.66	\$599.11	\$901.14	\$1,199.82	\$1,500.26	\$1,800.62	\$65.84
8 YD PKR	\$395.45	\$794.39	\$1,188.16	\$1,588.20	\$1,984.33	\$2,378.13	\$91.88
LANDFILL FEE PER TON: \$ 48.58							

COMMERCIAL ROLL-OFF RATES			
SIZE	TYPE	LEASE RATE	HAUL RATE
20 YD	OPEN TOP	\$155.24	\$171.74
30 YD	OPEN TOP	\$195.21	\$171.74
30 YD	CLOSED TOP	\$331.32	\$171.74
40 YD	OPEN TOP	\$239.47	\$171.74
30 YD	COMPACTOR	VARIABLE	\$171.74
42 YD	COMPACTOR	VARIABLE	\$171.74

Roll-off Delivery Fee: \$78.93

LANDFILL FEE PER TON: \$ 48.58

OTHER CHARGES		
Containers with Casters	\$5.13	Per Month
Containers inside fence	\$1.71	Per pick-up, per container
Additional Yardage Fee	\$16.25	Per yard for overloaded container per collection event
South of I-20 Charge Front-load	\$17.00	Per month
South of I-20 Charge Roll Off	\$18.02	Per trip
Deliver Fee – Front Load Only	\$74.80	
Obstruction Charge – Front Load	Equal to extra collection fee for customer’s container size	
Obstruction Charge – Roll Off	\$79.62	
Deposit	Equal to one month’s service plus taxes	

BURNED CONTAINER FEES	
2 YARD	\$74.53
4 YARD	\$98.64
8 YARD	\$125.80
20 YARD	\$175.35
30 YARD	\$254.98
40 YARD	\$345.09

Late Fee: 1.75% of outstanding balance.

SECTION 3. That this ordinance shall become effective on October 1, 2022.

FIRST READING PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THE 6th DAY OF SEPTEMBER 2022.

SECOND READING PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THE 20th DAY OF SEPTEMBER 2022.

FOURTH AMENDMENT TO FRANCHISE AGREEMENT

This Fourth Amendment to the Franchise Agreement (the “Fourth Amendment”) is entered into as of _____, 2022 (the “Fourth Amendment Effective Date”) between the CITY of Grand Prairie, Texas (the “CITY”), and Republic Waste Services of Texas, Ltd. d/b/a Republic Services of Arlington (“FRANCHISEE”).

Recitals

A. On October 17, 2018, the CITY and FRANCHISEE entered into that certain Franchise Agreement (the “Agreement”) pursuant to which the CITY granted FRANCHISEE a franchise and permit for the use of public streets, alleys, and thoroughfares to provide refuse collection, removal, and disposal services and recycling collection for the residential, commercial, and industrial units within the corporate limits of the CITY in compliance with the Charter, ordinances, and regulations of the CITY; and

B. First Amendment. On September 17, 2019, the parties amended the Agreement after the CITY approved FRANCHISEE’s request for (1) a \$0.39 rate increase for residential services; (2) a 3.8% increase for commercial services collected in 2, 4, or 8 cubic yard containers or in commercial bags; and (3) a 3.8% increase for roll-off or compactor customers, as provided in Attachment A – Rate Sheet, which became effective on October 1, 2019; and

C. Second Amendment. On September 15, 2020, the parties amended the Agreement after the CITY approved FRANCHISEE’s request for an increase to (1) the “per household/per month” rate of \$0.22; (2) the industrial disposal rate to \$37.65; (3) the industrial haul rate to \$154.50 per haul; and (4) the industrial delivery fee to \$71.00, as provided in Attachment A – Rate Sheet, which became effective on October 1, 2020; and

D. Third Amendment. On November 16, 2021, the parties amended the Agreement (1) by increasing the Franchise Fee in SECTION 39 to 5%, and (2) by authorizing a rate increase submitted by FRANCHISEE, as provided in Attachment A – Rate Sheet, which became effective on December 1, 2021; and

E. The parties desire to enter into this Fourth Amendment to modify certain of the terms set forth in the Agreement.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the CITY and FRANCHISEE agree to amend the Agreement as follows:

1. Section 41. The parties desire to delete Section 41 in its entirety and replace with the following:

“**SECTION 41.** Base rate adjustments will be considered by the CITY no more than once per year during the life of the FRANCHISE. FRANCHISEE shall notify the CITY in writing of any proposed base rate adjustment by April 1st of each year. The CITY shall notify FRANCHISEE of its recommendation to approve, in part or in whole, or to deny such request by June 1st of each year. However, any request for a base rate adjustment must receive approval from the CITY Council, after public hearing, in order to change the base rates. The CITY shall not unreasonably withhold approval of such request. Should the CITY deny a base rate adjustment increase for two

(2) consecutive years, FRANCHISEE will have the option to terminate this Agreement with eighteen (18) months' notice to the CITY; provided, however, if the CITY denies a base rate adjustment increase in 2023, FRANCHISEE shall have the option to terminate this Agreement with 18 months' notice to the CITY. Any request for a base rate adjustment by FRANCHISEE must include at the same time the request is submitted to the CITY, an annual financial audit report prepared by a registered public accounting firm that complies with all applicable professional auditing standards, regarding all services provided by the FRANCHISEE to the CITY under the Agreement during the previous 12-month period."

2. Section 28. The parties desire to amend the Agreement by adding the following Section 28.1:

“SECTION 28.1 - Local Call Center Agents. The FRANCHISEE has previously provided customer services agents in the local area at the CITY’s request, but local area call center agent positions were converted to remote call agents in 2018. The FRANCHISEE is in the early states of developing a bank of customer service agents that will primarily field calls from cities serviced by the FRANCHISEE and its affiliates out of the Arlington operations facility. To the extent possible, these agents will be primarily located in the north Texas area, with other agents potentially located in other markets in Texas. The primary goal is to have a group of agents that have specific knowledge of the contracts and services provided from the Arlington operation location. The FRANCHISEE is agreeable to this requirement, provided it retains flexibility to adjust to market availability of quality employees needed to sufficiently staff this group of call agents. This Section 28.1 does not modify or relieve FRANCHISEE of its obligations under Section 28, and it does not limit the CITY’s right to provide FRANSHISEE’s phone numbers or other contact information to customers.”

3. Capitalized Terms. Capitalized terms used but not otherwise defined in this Fourth Amendment shall have the meanings assigned to them in the Agreement.

4. Continuing Effect. Except as expressly modified or amended by this Fourth Amendment, all terms and provisions of the Agreement shall remain in full force and effect. In the case of a conflict in meaning between the Agreement and this Fourth Amendment, this Fourth Amendment shall prevail.

5. Counterparts. This Fourth Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties’ signatures shall be valid and treated the same as original signatures.

IN WITNESS WHEREOF, the parties have entered into this Fourth Amendment to be effective as of the Effective Date.

CITY:

FRANCHISEE:

The CITY of Grand Prairie

Republic Waste Services of Texas, Ltd.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 09/20/2022

REQUESTER: Brady Olsen

PRESENTER: Brady Olsen, Assistant Finance Director

TITLE: Ordinance Amending the FY 2021/2022 Operating Budgets

RECOMMENDED ACTION: Approve

ANALYSIS:

As part of the budget process, projections for the FY 2021/2022 Operating Funds (how the fiscal year will end) are reviewed by the City Manager and are presented to the City Council. There are two funds that are projected to exceed the approved appropriation budget and staff is requesting City Council to approve an incremental increase. Additionally, staff is recommending moving overbudgeted sales tax revenue out of the general fund to the capital reserve fund for future one-time projects. Spending these funds would require additional action by the City Council.

Debt Service fund increase is due to using this fund for debt payments instead of Airport and Epic Central funds.

Risk Fund projected increase is due to workers compensation claims costs related to Covid.

FINANCIAL CONSIDERATION:

Funding for the incremental increases is available either from the fund balance or better than expected revenues in each of the individual funds. The detailed information for the total incremental increase of **\$7,422,759** is provided in the ordinance.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, APPROVING THE BUDGET SUBMITTED BY THE CITY MANAGER OF THE CITY OF GRAND PRAIRIE, TEXAS, AS REVISED BY THE CITY COUNCIL, AMENDING THE CURRENT FY 2021/2022 OPERATING BUDGETS

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

SECTION 1. Operating Budgets for FY 2020/2021 submitted by the City Manager, and adjusted by the Council, is hereby incrementally amended for the following funds:

Fund	Revenue Increase (Decrease)	Expenditure Increase (Decrease)
General Fund	\$6,000,000	\$6,000,000
Debt Service Fund	(\$91,121)	\$1,419,419
Risk Management Fund	\$585,484	\$3,340

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE,
TEXAS, ON THIS THE 20TH DAY OF SEPTEMBER 2022.**



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 09/20/2022

REQUESTER: Brady Olsen

PRESENTER: Brady Olsen, Assistant Finance Director

TITLE: Public Hearing and Ordinance Adopting the FY 2022/2023 Capital Improvement Projects Budgets

RECOMMENDED ACTION: Approve

ANALYSIS:

On July 31, 2022, the City Manager's proposed budget was submitted to the City Council. The City Council met to deliberate the proposed budget at the workshop on August 18, 2022. On September 6, 2022, a Public Hearing was called, no vote was taken, and the item was postponed until September 20, 2022.

FINANCIAL CONSIDERATION:

The FY 2022/2023 Capital Improvement Projects Budgets proposed total is **\$97,681,552**. Detail by fund for the Proposed FY 2022/2023 Capital Improvement Projects Budgets are summarized as follows:

<u>Proposed Appropriations:</u>	<u>\$97,681,552</u>
Airport	108,500
Cemetery	150,000
EPIC and EPIC Water	1,725,000
Fire	5,423,350
IT	2,638,002
Lake	150,000
Library	250,000
Municipal Facilities	16,739,000
Parks	6,430,000

Proposed Appropriations:

Police	115,000
Solid Waste	2,900,000
Storm Water	10,111,000
Streets	23,352,700
Water	16,638,000
Wastewater	10,951,000

Funding sources:

Cash/Other resources	56,304,952
Certificates of Obligation	46,456,720
Revenue Bonds	11,000,000

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, ADOPTING THE FY 2022/2023 CAPITAL IMPROVEMENTS PROJETS BUDGET SUBMITTED BY THE CITY MANAGER OF THE CITY OF GRAND PRAIRIE, TEXAS, IN THE AMOUNT OF \$97,876,344 WITH THE DETAIL BELOW BY FUND

WHEREAS the City Manager of the City of Grand Prairie has prepared a budget providing the FY 2022/2023 Capital Improvement Projects Budget; and

WHEREAS the City Council has revised the budget and has direct certain modifications be made; and

WHEREAS the appropriation for each project is based on an estimate of the cost even though the actual contract bid will vary.

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

SECTION I: THAT THE City Council of the City of Grand Prairie hereby adopts the FY 2022/2023 Capital Improvement Projects Budget as prepared and assembled by the City Manager of Grand Prairie is approved as follows:

<u>FUND</u>	<u>AMOUNT</u>
Airport Capital Projects Fund	108,500
Cemetery Capital Projects Fund	150,000
EPIC and EPIC Water Capital Projects Fund	1,725,000
Fire Capital Projects Fund	5,423,350
IT Capital Projects Fund	2,638,002
Lake Capital Projects Fund	150,000

Library Capital Projects Fund	250,000
Municipal Facilities Projects Fund	16,739,000
Parks Capital Projects Fund	6,430,000
Police Capital Projects Fund	115,000
Solid Waste Capital Projects Fund	2,900,000
Storm Water Utility Capital Projects Fund	10,111,000
Streets Capital Projects Fund	23,352,700
Water Capital Projects Fund	16,638,000
Wastewater Capital Projects Fund	10,951,000
TOTAL CIP APPROPRIATIONS	97,681,552

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20th DAY OF SEPTEMBER 2022.



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 09/20/2022

REQUESTER: Brady Olsen

PRESENTER: Brady Olsen, Assistant Finance Director

TITLE: Public Hearing and Ordinance Adopting the FY 2022/2023 Operating Budgets

RECOMMENDED ACTION: Approve

ANALYSIS:

On July 31, 2022, the City Manager's proposed budget was submitted to the City Council. The City Council met to deliberate the proposed budget at the workshop on August 18, 2022. On September 6, 2022, a Public Hearing was called, no vote was taken, and the item was postponed until September 20, 2022.

Staff continues to refine the FY 2022/2023 budget, and therefore some amounts listed below have been updated since presented on September 6, 2022.

FINANCIAL CONSIDERATION:

The combined FY 2022/2023 City Operating Budgets proposed total is **\$470,655,785**. Significant changes and issues included in the Proposed FY 2022/2023 Operating Budgets are summarized as follows:

GENERAL FUND RESOURCES \$170,240,390

Taxable value increase of 13.26% increase of \$10,298,196

Decrease in proposed property tax rate of 0.004998 and moved (0.003983) to debt service. Current rate is 0.451076.

Decrease in TIF Reimbursement, Interest & Delinquent Taxes of (\$640,874)

Increase in sales tax of \$5,342,730

Increase in franchise fees and other taxes of \$616,602

Increase in proceeds from the sale of surplus capital of \$615,000

Increase in charges for services of \$508,805

Increase in licenses and permits of \$423,282

Increase in indirect costs of \$285,562

Increase in rents and royalties of \$121,375

Decrease in fines and forfeitures of (\$487,912)

Decrease in intergovernmental revenue of (\$128,461)

Decrease in other, miscellaneous revenue of (\$188,210)

GENERAL FUND APPROPRIATIONS \$172,425,254

Proposed improvements in the General Fund include:

- Personnel market adjustments
- Civil Service Step
- Merit Civil and Non-Civil
- Proposed capital outlay in the General Fund totals \$440,000 for new and replacement vehicles

WATER/WASTEWATER FUND \$93,370,253

An average increase of 4.5% to water and wastewater rates for residential, commercial, and industrial customers. Includes increased water and wastewater purchase costs for anticipated growth and system demands. Includes funding for capital outlay.

GENERAL OBLIGATION DEBT SERVICE FUND \$41,587,166

Meets debt service requirements.

Moved 0.001017 of the Proposed property tax rate from the General Fund. Current rate is 0.213924.

PARK VENUE FUND \$24,633,815

Includes a transfer of \$7,474,491 from the General Fund.

Expenditures include the aquatics and athletics programs, Alliance Skate Park, Charley Taylor Recreation Center, Dalworth Recreation Center, Market Square Ruthe Jackson Center, Tony Shotwell Recreation Center, the Summit, Uptown Theatre, and other community programs.

Includes a transfer of \$5,600,000 to the Park Capital Projects Fund.

EMPLOYEE INSURANCE FUND \$23,292,882

Includes employee and retiree medical and prescription claims of \$22,654,097.

SOLID WASTE FUND \$19,428,568

Includes funding for:

- Landfill and Recycling operations and Keep Grand Prairie Beautiful program \$12,907,649
- Brush Crew program \$949,670
- Auto-Related Business program \$384,292
- Capital Outlay of \$3,717,715
- Transfer to the Solid Waste Capital Projects Fund of \$1,309,000

WATER/WASTEWATER DEBT SERVICE FUND \$17,866,202

Includes debt service payment.

EPIC AND EPIC WATERS FUND \$15,530,677

Includes expenditures for the Epic recreation center, debt service payment, and a \$5,000,000 transfer to the Epic Capital Projects Fund.

COMMUNITY POLICING FUND \$10,978,990

Includes 64 positions. Expenditures include capital outlay items totaling \$200,000.

The FY 2022/2023 budget for this fund was adopted at the August 16, 2022 City Council meeting.

STORMWATER UTILITY FUND \$9,088,688

Includes \$366,500 for storm sewer maintenance.

Includes a transfer of \$6,000,000 to the Stormwater Utility Capital Projects Fund.

FLEET SERVICES FUND \$8,260,317

Expenditures include vehicle maintenance and fuel inventory.

RISK MANAGEMENT FUND \$5,268,157

Expenditures include premium payments for worker's compensation and property and liability insurance.

EQUIPMENT ACQUISITION FUND \$5,165,900

Expenditures include capital outlay for various city departments.

CEMETERY FUND \$4,094,076

Expenditures include cemetery operations. Includes a transfer of \$3,000,000 to the Cemetery Capital Projects Fund.

GOLF FUND \$3,243,051

Includes the operation of two City owned golf courses.

LAKE PARKS FUND \$3,218,383

Expenditures include Loyd and Lynn Creek Park Sites, the Lodge, Cabins, and Camp Store, and debt service payment.

POOLED INVESTMENTS FUND \$3,172,812

Expenditures include three full-time positions, and a transfer of \$2,000,000 to the Equipment Acquisition Fund.

HOTEL/MOTEL TAX FUND \$2,629,772

Expenditures include Council directed funding for the Historical Museum sign and parking lot improvements, and historical preservation program for marginalized groups.

EPIC CENTRAL FUND \$2,476,165

Expenditures include operations and maintenance for Epic Central, PlayGrand, Grand Lawn Special Events.

AIRPORT FUND \$2,138,893

Expenditures include the operation of the City owned municipal airport, and a transfer of \$125,000 to the Airport Capital Projects Fund.

PRAIRIE LIGHTS FUND \$1,646,488

Expenditures include funding for the Prairie Lights event and operations.

RED LIGHT SAFETY FUND \$409,500

No new revenues are collected in this fund. Expenditures to utilize the remaining fund balance include license plate reader cameras and ticket-writers.

CABLE OPERATIONS FUND \$320,296

Expenditures include two full-time positions, and capital outlay of \$35,000 for GPTV equipment upgrades.

COMMERCIAL VEHICLE FUND \$127,624

Expenditures associated with the enforcement of the commercial vehicle program.

MUNICIPAL COURT BUILDING SECURITY FUND \$126,329

Expenditures include three part-time City Marshals.

MUNICIPAL COURT TRUANCY PREVENTION AND DIVERSION FUND \$100,427

Expenditures include one full-time Juvenile Caseworker.

MUNICIPAL COURT TECHNOLOGY FUND \$44,500

Expenditures include computer replacements.

MUNICIPAL COURT JUDICIAL EFFICIENCY FUND \$10,600

Expenditures include delinquent payment notifications.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, APPROVING THE BUDGET SUBMITTED BY THE CITY MANAGER OF THE CITY OF GRAND PRAIRIE, TEXAS, AS REVISED BY THE CITY COUNCIL, AND ADOPTING IT AS THE BUDGET OF THE CITY OF GRAND PRAIRIE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022

WHEREAS, the City Manager of the City of Grand Prairie has prepared a budget covering the operations of the City of Grand Prairie for the FY 2022/2023 and has filed this budget with the City Secretary of the City of Grand Prairie, Texas; and

WHEREAS, the notice was given of the public hearing on the budget as required by law and fifteen (15) days have elapsed from the date of filing of this budget; and

WHEREAS, the hearing has been held in compliance with statute, and the several items within the budget carefully considered; and

WHEREAS, the City Council has revised the budget and the modifications when necessary.

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 hereby adopts and approves the budget as prepared and assembled by the City Manager of the City of Grand Prairie, and filed with the City Secretary and as revised by this City Council; and the same shall be the budget of the City of Grand Prairie for the fiscal year beginning October 1, 2022 and ending September 30, 2023 and taxes shall be levied with reference to this budget and appropriations and expenditures governed thereby as follows:

<u>GENERAL FUND</u>	<u>APPROPRIATION</u>
Audit Services	531,741
Building & Construction Mgmt.	196,618
City Council LGSL	281,582
City Manager’s Office	2,014,468
Community Revitalization	531,094
Economic Development	755,576
Facility Services	3,768,291
Finance	3,665,173
Fire	40,040,481

Human Resources	1,325,138
Information Technology	7,608,707
Judiciary	510,291
Legal Services	1,591,480
Library	3,208,144
Marketing	551,965
Municipal Court	2,044,464
Non-Departmental	25,320,815
Planning & Development	3,755,748
Police	60,422,321
Public Health	963,120
Public Works	10,307,726
Transportation	<u>3,030,311</u>
TOTAL GENERAL FUND	172,425,254

<u>OTHER FUNDS</u>	<u>APPROPRIATION</u>
Water/Wastewater	93,370,253
Debt Service	41,587,166
Park Venue Fund	24,633,815
Employee Insurance	23,292,882
Solid Waste (SW)	19,428,568
Water Debt Service	17,866,202
Epic	15,530,677
Community Policing Fund	10,978,990
Storm Water Utility	9,088,688
Fleet Services	8,260,317
Risk Management	5,268,157
Equipment Acquisition	5,165,900
Cemetery	4,094,076
Golf	3,243,051
Lake Parks	3,218,383
Pooled Investments	3,172,812
Hotel/Motel Tax	2,629,772
Epic Central	2,476,165
Airport Fund	2,138,893
Prairie Lights	1,646,488
Red Light Safety Fund	409,500
Cable Operations	320,296
Commercial Vehicle Fund	127,624
MC Security	126,329
MC Truancy Prevention and Diversion	100,427
MC Tech	44,500
MC Judicial Efficiency	<u>10,600</u>
TOTAL OTHER FUNDS	298,230,531

GRAND TOTAL FOR ALL FUNDS	\$470,655,785
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**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE,
TEXAS, ON THIS THE 20TH DAY OF SEPTEMBER 2022.**



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 09/20/2022

REQUESTER: Brady Olsen

PRESENTER: Brady Olsen, Treasury and Debt Manager

TITLE: Public Hearing and Ordinance adopting and levying the ad valorem tax for the Fiscal Year (FY) 2022/2023 at a rate of \$0.66 per \$100 of assessed value on all taxable property within the corporate limits of the city on January 1, 2022, not exempt by law; providing revenues for payment of current municipal expenses for interest and sinking fund on outstanding City of Grand Prairie debt; providing for enforcement of collections; providing for a severability clause; and providing an effective date

RECOMMENDED ACTION: Approve

ANALYSIS:

The proposed rate of \$0.66 per \$100 valuation significantly funds the FY 2022/2023 balanced budget and represents a decrease of approximately one-half cent from the prior year's rate. This year's proposed tax rate exceeds the no-new-revenue rate. The vote on the ordinance, resolution, or order setting the tax rate must be a record vote. A motion to adopt the ordinance will require specific language to be provided on the date.

FINANCIAL CONSIDERATION:

Property taxes will be allocated to the General Fund (maintenance and operations) and Debt Service (interest and sinking) Fund based on their respective components of \$0.451076 and \$0.208924 per \$100 valuation.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, ADOPTING AND LEVYING THE AD VALOREM TAX OF THE CITY OF GRAND PRAIRIE, TEXAS FOR THE FISCAL YEAR 2022/2023, ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY ON JANUARY 1, 2022, NOT EXEMPT BY LAW; PROVIDING REVENUES FOR PAYMENT OF CURRENT MUNICIPAL EXPENSES, AND FOR DEBT SERVICE ON OUTSTANDING CITY OF GRAND PRAIRIE DEBT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council deems it in the public interest to adopt a tax rate for the Fiscal Year 2022/2023;

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

SECTION 1. THAT by authority of the Charter of the City of Grand Prairie, Texas, and the Laws of the State of Texas, there is hereby levied for the FY 2022/2023, on all taxable property situated within the corporate limits of the City of Grand Prairie on January 1, 2022, and not exempt by the constitution and laws of the State of Texas or municipal ordinance, a tax of \$0.66 on each \$100 assessed value of all taxable property.

SECTION 2. THAT of the total tax, \$0.451076 of each \$100 of assessed value shall be distributed to the General Fund of the City to fund maintenance and operation expenditures of the City.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 7.24 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$- 1.02.

SECTION 3. THAT of the total tax, \$0.208924 of each \$100 of assessed value shall be distributed to pay the City's debt service as provided by Section 26.04(e)(3) of the Texas Property Tax Code.

SECTION 4. THAT ad valorem taxes levied by this ordinance shall be due and payable on October 1, 2022, and shall be come delinquent on February 1, 2023.

SECTION 5. THAT for enforcement of the collection of taxes hereby levied, the City of Grand Prairie shall have available all right and remedies provided by law.

SECTION 6. THAT if any section, subsection, paragraph, sentence, clause, phrase or word in this ordinance, or the application thereof to any person or circumstance is held invalid by any court or competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance and the City Council of the City of Grand Prairie, Texas, hereby declares it would have enacted such remaining portions despite any such invalidity.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, SEPTEMBER 20, 2022.



**CITY OF GRAND PRAIRIE
RESOLUTION**

MEETING DATE: 09/20/2022

REQUESTER: Brady Olsen

PRESENTER: Brady Olsen, Assistant Finance Director

TITLE: Resolution accepting the FY 2024-2027 Capital Improvements Plan

RECOMMENDED ACTION: Approve

ANALYSIS:

As part of the Capital Improvement Projects Budget process, the City Council accepts the FY 2024-2027 Capital Improvements Plan (Exhibit A) and approves of this document as a planning tool to prepare for future bond sales and/or bond elections.

It is understood that acceptance of the FY 2024-2027 Capital Improvements Plan does not obligate Future City Councils to specifically approve the anticipated projects or bond sales or election amount, but rather the Document will serve as a tool to assist the City and private sector in planning for the City's infrastructure development.

FINANCIAL CONSIDERATION:

None

BODY

A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, ACCEPTING THE FY 2024-2027 CAPITAL IMPROVEMENTS PLAN AND APPROVING THE DOCUMENT AS A PLANNING TOOL FOR FUTURE BOND SALES AND/OR ELECTIONS; TO BECOME EFFECTIVE UPON ITS PASSAGE AND APPROVAL

WHEREAS, the City Council desires a plan to develop and implement a well-planned Capital Improvements Plan (CIP) to coordinate these needed public investments.

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

SECTION 1. THAT the City Council accepts the FY 2024-2027 Capital Improvements Plan (**Exhibit A**) and approve this document as a planning tool to prepare for future bond sales and/or bond elections.

SECTION 2. THAT it is understood that acceptance of the FY 2024-2027 Capital Improvements Plan does not obligate Future City Councils to specifically approve the anticipated projects or bond sales or election amount, but rather the Document will serve as a tool to assist the City and private sector in planning for the City's infrastructure development.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20TH DAY OF SEPTEMBER 2022.

**CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET AND CAPITAL PROJECTS PLAN
APPROVED MUNICIPAL AIRPORT PROJECTS**

PROJECT DESCRIPTION	PROPOSED 2023	2024	2025	2026	2027 and beyond	CIP TOTAL
RAMP Projects Grant 50/50 Split with TxDOT	50,000	50,000	50,000	50,000	50,000	250,000
Security Camera Upgrades at Air Traffic Control Tower	23,000					23,000
Gates 5 & 6 Toll Tag Reader Installation	18,000					18,000
Design Box & T-hangars (2) rows with taxi lanes and concrete perimeter road ext.	17,500					17,500
Construct box hangars (2) rows with taxi lanes & concrete perimeter road ext. + Rwy joint rehab		298,500				298,500
Replace Generator at Electrical Vault FY25			194,792			194,792
Replace Generator at Air Traffic Control Tower FY26				283,245		283,245
Design concrete 2 lane south service road & terminal bldg. parking lot				9,500		9,500
Replace Generator at Terminal building FY28					406,357	406,357
FY27 Construct concrete 2 lane south service road & terminal bldg. parking lot					100,000	100,000
Total Requests	\$108,500	\$348,500	\$244,792	\$342,745	\$556,357	\$1,600,894
RESOURCES						
Cash Balance (as of 8/26/2022)	534,556	492,593	366,093	343,302	343,302	2,079,847
Gas Revenue Estimate	70,000	70,000	70,000	70,000	70,000	350,000
Repayment plan for projects reimbursable per FAA - Capital Lending	(48,000)	(48,000)	(48,000)	(48,000)	(48,000)	(240,000)
Repayment plan for wind damage April of 2019 - Risk Fund	(80,463)	-	-	-	-	(80,463)
Repayment plan for Staggerwing Development - Capital Lending	-	(100,000)	(100,000)	(100,000)	(303,678)	(603,678)
Transfer from Airport Operating Fund	125,000	300,000	300,000	300,000	124,181	1,149,181
GRAND TOTAL RESOURCES	601,093	714,593	588,093	565,302	185,805	2,654,887
Ending Fund Balance Over/(Short)	492,593	366,093	343,302	222,557	(370,552)	1,053,993

**CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET AND CAPITAL PROJECTS PLAN
APPROVED CEMETERY PROJECTS**

PROJECT DESCRIPTION	PROPOSED 2023	2024	2025	2026	2027 and beyond	CIP TOTAL
Cemetery Maintenance	150,000	150,000	150,000	150,000	150,000	750,000
Total Requests	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$750,000
RESOURCES						
Cash Balance (as of 8/26/2022)	0	2,850,000	2,700,000	2,550,000	2,400,000	10,500,000
Transfer from Cemetery Operating	3,000,000					
GRAND TOTAL RESOURCES	\$3,000,000	\$2,850,000	\$2,700,000	\$2,550,000	\$2,400,000	\$10,500,000
Ending Fund Balance Over/(Short)	2,850,000	2,700,000	2,550,000	2,400,000	2,250,000	

**CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET AND CAPITAL PROJECTS PLAN
APPROVED ECODEV PROJECTS**

PROJECT DESCRIPTION	PROPOSED 2023	2024	2025	2026	2027 and beyond	CIP TOTAL
						\$0
Total Requests	\$0	\$0	\$0	\$0	\$0	\$0
RESOURCES						
Cash Balance (as of 8/26/2022)	5,157,021	9,157,021	9,157,021	9,157,021	9,157,021	
Transfer from General Fund	4,000,000					
GRAND TOTAL RESOURCES	\$9,157,021	\$9,157,021	\$9,157,021	\$9,157,021	\$9,157,021	\$0
Ending Fund Balance Over/(Short)	9,157,021	9,157,021	9,157,021	9,157,021	9,157,021	

**CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET AND CAPITAL PROJECTS PLAN
APPROVED EPIC PROJECTS**

PROJECT DESCRIPTION	PROPOSED 2023	2024	2025	2026	2027 and beyond	CIP TOTAL
Fitness Equipment Replacement	300,000	300,000	300,000	300,000	300,000	1,500,000
Epic Waters Duct Sox Improvements	1,200,000					1,200,000
Epic Interior Upgrades	225,000					225,000
Enclosure For Wave Pool (Epic Contribution)		12,000,000				12,000,000
Epic Exterior Upgrades		100,000				100,000
Total Requests	\$1,725,000	\$12,400,000	\$300,000	\$300,000	\$300,000	\$15,025,000
RESOURCES						
Cash balance (as of 8/26/2022)	543,163	3,818,163	1,418,163	3,618,163	5,818,163	15,215,815
Transfer from Epic (Reduce Epic Waters Reserve)	1,200,000	7,500,000				
Transfer from EPIC	3,800,000	2,500,000	2,500,000	2,500,000	2,500,000	13,800,000
GRAND TOTAL RESOURCES	\$5,543,163	\$13,818,163	\$3,918,163	\$6,118,163	\$8,318,163	\$29,015,815
Ending Fund Balance Over/(Short)	3,818,163	1,418,163	3,618,163	5,818,163	8,018,163	

**CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET AND CAPITAL PROJECTS PLAN
APPROVED EPIC CENTRAL PROJECTS**

PROJECT DESCRIPTION	PROPOSED 2023	2024	2025	2026	2027 and beyond	CIP TOTAL
						\$0
Total Requests	\$0	\$0	\$0	\$0	\$0	\$0
RESOURCES						
Cash Balance (as of 8/26/2022)	0	0	0	0	0	0
Transfer in from EPIC Central Operating Fund	0	0	0	0	0	0
GRAND TOTAL RESOURCES	\$0	\$0	\$0	\$0	\$0	\$0
Ending Fund Balance Over/(Short)	0	0	0	0	0	

**CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET AND CAPITAL PROJECTS PLAN
APPROVED FIRE PROJECTS**

PROJECT DESCRIPTION	PROPOSED 2023	2024	2025	2026	2027 and beyond	CIP TOTAL
<u>FIRE STATIONS</u>						
Fire Station #6 Gut and Rebuild	2,000,000					2,000,000
Fire Station 11 Design and Build	600,000	6,000,000				6,600,000
EOC (may be part of the Public Works new facility)	600,000	2,400,000				3,000,000
Aquatics Training Center (INCLUDES Police and Parks use)		550,000				550,000
<u>FIRE EQUIPMENT (LARGE)</u>						
FY23 Engine Replacement	898,850					898,850
FY23 Ambulance Replacement	875,000	420,561				1,295,561
Tanker	449,500					449,500
Truck Replacement		1,500,000				1,500,000
Brush Truck and Battalion 1 replacement		275,000				275,000
Total Requests	\$5,423,350	\$11,145,561	\$0	\$0	\$0	\$16,568,911
RESOURCES						
Cash Balance (as of 8/26/2022)	42,133	-	-	-	-	42,133
CO's Bond Sale	5,381,217	11,145,561	-	-	-	16,526,778
Cost of Issuance	-	-	-	-	-	-
GRAND TOTAL RESOURCES	5,423,350	11,145,561	-	-	-	16,568,911
Ending Fund Balance Over/(Short)	-	-	-	-	-	

**CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET AND CAPITAL PROJECTS PLAN
APPROVED IT PROJECTS**

PROJECT DESCRIPTION	PROPOSED 2023	2024	2025	2026	2027 and beyond	CIP TOTAL
<u>INFRASTRUCTURE SERVICES</u>						
Fiber Audit Master Plan	250,000					250,000
Switch and Wireless Upgrade	150,000	100,000	100,000	100,000	100,000	550,000
<u>SUPPORT SERVICES</u>						
Isilon Storage Upgrade	500,000				500,000	1,000,000
Computer and Equipment Refresh	225,000	225,000	225,000	225,000	225,000	1,125,000
14 Toughbooks for Fleet Service	45,234					45,234
<u>OTHER IT PROJECTS/ PUBLIC SAFETY</u>						
Radio Replacement Program-Purchases and Repairs	300,000	300,000	300,000	300,000	300,000	1,500,000
PSB DataCenter UPS (Replace Data Center UPS's)	127,534					127,534
Public Safety Toughbook Replacement	110,000					110,000
FY22 Cyber Security Device and Software	75,000	75,000	75,000	75,000	75,000	375,000
Upgrade Police Servers (Central Square)	75,000					75,000
New Radio Site South		1,800,000				1,800,000
<u>ADMIN</u>						
ERP And Utility Billing	700,234					700,234
New Carpet and Workstations IT Administration	80,000					80,000
ERP System		3,000,000	3,215,000			6,215,000
Total Requests	2,638,002	5,500,000	3,915,000	700,000	1,200,000	\$7,738,002
<u>RESOURCES</u>						
Cash Balance (as of 8/26/2022)	977,062	0	0	0	0	977,062
CO's Bond Sale - IT	1,010,940	5,150,000	3,565,000	350,000	850,000	10,925,940
Transfer from General Fund	500,000	200,000	200,000	200,000	200,000	1,300,000
Transfer from Water Wastewater Fund	150,000	150,000	150,000	150,000	150,000	750,000
GRAND TOTAL RESOURCES	\$2,638,002	\$5,500,000	\$3,915,000	\$700,000	\$1,200,000	\$13,953,002
Ending Fund Balance Over/(Short)	0	0	0	0	0	

**CITY OF GRAND PRAIRIE
 CAPITAL PROJECTS BUDGET AND CAPITAL PROJECTS PLAN
 APPROVED LAKE PARK PROJECTS**

PROJECT DESCRIPTION	PROPOSED 2023	2024	2025	2026	2027 and beyond	CIP TOTAL
Miscellaneous Lake Park Projects	150,000	150,000	150,000	150,000	150,000	750,000
Lynn Creek Parking/Road Improvements					200,000	200,000
Dog Beach - Lynn Creek					150,000	150,000
Lynn Creek Bridge Replacement					100,000	100,000
Group Pavilion - Lynn Creek					100,000	100,000
West Lynn Creek Master Plan					85,000	85,000
Total Requests	\$150,000	\$150,000	\$150,000	\$150,000	\$785,000	\$1,385,000
Cash Balance (as of 8/26/2022)	949,845	799,845	649,845	649,845	649,845	3,699,223
Transfer from Lake Operating Fund	0	0	150,000	150,000	300,000	600,000
GRAND TOTAL RESOURCES	\$949,845	\$799,845	\$799,845	\$799,845	\$949,845	\$4,299,223
Ending Fund Balance Over/(Short)	799,845	649,845	649,845	649,845	164,845	

**CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET AND CAPITAL PROJECTS PLAN
APPROVED LIBRARY PROJECTS**

PROJECT DESCRIPTION	PROPOSED 2023	2024	2025	2026	2027 and beyond	CIP TOTAL
Main Library Lobby and entrance remodel	250,000					250,000
Replace Integrated Library System		250,000				250,000
Build Branch Library in Lake Area					10,000,000	10,000,000
Total Requests	\$250,000	\$250,000	\$0	\$0	\$10,000,000	\$10,500,000
RESOURCES						
Cash Balance (as of 8/26/2022)	1,051	0	0	0	0	1,051
CO's Bond Sale - LIBR	248,949	250,000	0	0	10,000,000	10,498,949
Cost of Issuance	0	0	0	0	0	0
GRAND TOTAL RESOURCES	\$250,000	\$250,000	\$0	\$0	\$10,000,000	\$10,500,000
Ending Fund Balance Over/(Short)	0	0	0	0	0	

**CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET AND CAPITAL PROJECTS PLAN
APPROVED MUNICIPAL FACILITY PROJECTS**

PROJECT DESCRIPTION	PROPOSED 2023	2024	2025	2026	2027 and beyond	CIP TOTAL
<u>BUILDING INFRASTRUCTURE</u>						
Shotwell Rec Roof	1,400,000					1,400,000
City Hall Roof	1,300,000					1,300,000
Service Center Roof	300,000					300,000
FY23 Building Infrastructure	260,000	260,000	260,000	260,000	260,000	1,300,000
Electrical Switch Gear Service	250,000	250,000	250,000	250,000	250,000	1,250,000
FY23 HVAC Replacement including controls	200,000	200,000	200,000	200,000	200,000	1,000,000
Main Library	105,000					105,000
FY23 Roof Repair/Replacement Program	100,000	100,000	100,000	100,000	100,000	500,000
Replacement/Updated Key System	100,000	100,000	100,000	100,000	100,000	500,000
Store Front Door Replacements City Hall West (2), Courts and Ve	100,000					100,000
TV Set Staging for GPTV	70,000					70,000
RJC	52,000					52,000
Generator Load Testing	50,000	75,000	75,000	75,000	75,000	350,000
PSB	30,000	30,000	30,000	30,000	30,000	150,000
Prairie Lakes/Tangle Ridge Golf	25,000					25,000
Auto Pound	20,000					20,000
Service Center	12,500					12,500
Municipal Court	9,000					9,000
ES Warehouse	7,500					7,500
Summit		200,000				200,000
CVE		30,000				30,000
Parks Admin		20,000				20,000
Vet Center		20,000				20,000
Parks and Rec Admin HVAC			200,000			200,000
City Hall East HVAC				300,000	200,000	500,000
Municipal Courts HVAC					200,000	200,000

**CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET AND CAPITAL PROJECTS PLAN
APPROVED MUNICIPAL FACILITY PROJECTS**

PROJECT DESCRIPTION	PROPOSED 2023	2024	2025	2026	2027 and beyond	CIP TOTAL
<u>CITY HALL CAMPUS</u>						
Municipal Complex Phase IV	1,000,000					1,000,000
City Hall Fountain	440,000					440,000
Generator, Connections and Monitoring City Hall East	100,000	800,000	100,000	100,000	700,000	1,800,000
Inception Building Outline Renewal	25,000	25,000	25,000	25,000	25,000	125,000
City Hall West Mechanical Room Main Switch Gear Replacement			700,000			700,000
Inception Building Outline Controller Renewal				50,000		50,000
City Hall West Chiller and Air Handler Replcement					400,000	400,000
City Hall Mechanical Room & Piping Asbestos Abatement					50,000	50,000
<u>OFF CAMPUS BUILDINGS</u>						
PSB HVAC Replacement	800,000	900,000	900,000	900,000	900,000	4,400,000
Prairie Paws HVAC	800,000					800,000
Airport Generators	200,000	260,000	340,000			800,000
PSB Main Lighting Controls	175,000	25,000	25,000			225,000
Summit HVAC Units 2-6 & 2-8	160,000					160,000
FY23 Fire Stations (1-10) Facility Repairs & Updating	100,000	100,000	100,000	100,000	100,000	500,000
Fire 1 Light/ Controls	75,000					75,000
Dalworth Doors Replacement	70,000					70,000
FY23 Fire Systems/Panel Repairs/Upgrades	50,000	50,000	50,000	50,000	50,000	250,000
Tony Shotwell Doors Front ADA/Back Mechanical	50,000					50,000
Fire 5 Bay Doors	40,000					40,000
Fire 7 Showers	25,000					25,000
Fire 8 Bay Floor	25,000					25,000
Uptown Doors Front and Back Service Entrance	20,000	30,000				50,000
Fire 5 Cement	18,000					18,000
Summit Roof		1,900,000				1,900,000
Dalworth Rec Roof		800,000				800,000
Summit Motor Controller Switch Gear Replacement		650,000				650,000

**CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET AND CAPITAL PROJECTS PLAN
APPROVED MUNICIPAL FACILITY PROJECTS**

PROJECT DESCRIPTION	PROPOSED 2023	2024	2025	2026	2027 and beyond	CIP TOTAL
Golf Cubhouse Roofs PL and TR		300,000				300,000
Fire 7 HVAC		150,000				150,000
PSB Detension Lighting Controls		100,000	25,000			125,000
Fire 7 North Overhead Bay Doors		100,000				100,000
Fire 2 Bay Doors		45,000				45,000
Densmen Clinic HVAC		40,000				40,000
Lake Parks (Parks) HVAC			150,000			150,000
Fire 8 Bay Doors			50,000			50,000
Lake Parks (PD) HVAC				150,000		150,000
Facilities Maintenance/Prairie Lakes Golf Maintenance Area					6,050,000	6,050,000
Park Maintenance Skyline Drive					3,850,000	3,850,000
Lake Parks (Service Center) HVAC					50,000	50,000
<u>MISCELLANEOUS</u>						
Facilities Maintenance Building - design	8,000,000					8,000,000
Gateway Landscaping - PARKS	125,000	125,000	125,000	125,000	125,000	625,000
Municipal Building Irrigation - PARKS	50,000	50,000	50,000	50,000	50,000	250,000
ES Warehouse Roof Replacement						0
Total Requests	\$16,739,000	\$7,735,000	\$3,855,000	\$2,865,000	\$13,765,000	\$44,959,000
RESOURCES						
Cash Balance (as of 8/26/2022)	381,136	0	0	0	0	381,136
CO's Bond Sale - MFAC	16,357,864	7,735,000	3,855,000	2,865,000	13,765,000	44,577,864
Cost of Issuance	0	0	0	0	0	0
GRAND TOTAL RESOURCES	\$16,739,000	\$7,735,000	\$3,855,000	\$2,865,000	\$13,765,000	\$44,959,000
Ending Fund Balance Over/(Short)	0	0	0	0	0	

**CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET AND CAPITAL PROJECTS PLAN
APPROVED PARKS PROJECTS**

PROJECT DESCRIPTION	PROPOSED 2023	2024	2025	2026	2027 and beyond	CIP TOTAL
New Dog Park (Funded by other than Parks Funding)	3,000,000					3,000,000
Summit Landscape / Ground Enhancements	260,000	100,000				360,000
Park Infrastructure Improvements	250,000	250,000	250,000	250,000	250,000	1,250,000
Park Signage Replacement/Upgrades	165,000	50,000				215,000
Outdoor & Other Pool Improvements	140,000					140,000
Kirby Creek Improvements	120,000					120,000
Parking Lot Re- Striping & Improvements - Parks	100,000	100,000	50,000	50,000	50,000	350,000
Fitness Equipment Replacements	55,000	55,000	55,000	55,000	55,000	275,000
Irrigation System Repairs	50,000	50,000	50,000	50,000	50,000	250,000
Park Security	50,000	50,000				100,000
Parks - Hardscape Improvements	50,000					50,000
Park Reforestation	25,000	25,000	25,000	25,000	25,000	125,000
Basketball Court Enhancements	25,000	25,000			50,000	100,000
Tangle Ridge						
Maintenance and Replacement Equipment (A List Equipment)	200,000	80,000	35,000	35,000	35,000	385,000
Landscape & Ground Enhancement	100,000	100,000	100,000	100,000	100,000	500,000
Tangle Ridge Enhancements	600,000					
Prairie Lakes						
Maintenance and Replacement Equipment (A List Equipment)	215,000	80,000	30,000	30,000	25,000	380,000
Landscape & Ground Enhancement	130,000	120,000	120,000	100,000	75,000	545,000
<u>FUTURE PROJECTS</u>						
EpicCentral - Dog Park Restrooms		300,000				300,000
Tangle Ridge - Pump Station Replacement		235,000				235,000
Sycamore Playground		225,000				225,000
Prairie Lakes - Replace Pump Station		225,000				225,000
Tangle Ridge - Fuel Island		150,000				150,000
Dalworth Gym Floor Replacement		100,000				100,000

**CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET AND CAPITAL PROJECTS PLAN
APPROVED PARKS PROJECTS**

PROJECT DESCRIPTION	PROPOSED 2023	2024	2025	2026	2027 and beyond	CIP TOTAL
Hill St Park Master Plan and Phase I Improvements		50,000	100,000			150,000
Pavilion and Restroom Renovation - Parks		50,000	50,000	50,000	50,000	200,000
Athletic Field Lighting (Musco) - Mike Lewis			1,000,000			1,000,000
Prairie Lakes - Pond Dredge 5 Blue / 5 Red			120,000			120,000
Prairie Lakes - Install concrete headwall and new rock along creek			80,000	80,000		160,000
Turner Park Full Build Out - Add Alternate					15,562,638	15,562,638
Turner Park - Base Construction					12,163,975	12,163,975
Trail System Improvements (Fish Creek to EPIC Central)					10,000,000	10,000,000
Pickleball Center					5,000,000	5,000,000
South Sector Sports Center (baseball, soccer, softball) - Land Acquisition					1,500,000	1,500,000
Athletic Field Conversion - Turf					1,000,000	1,000,000
Prairie Lakes - Driving Range Lighting					500,000	500,000
Disc Golf Course					500,000	500,000
Multi-Cultural Themed Park (TPWD Grant/City Match)					500,000	500,000
Shade Structures at Mike Lewis Park					250,000	250,000
LBJ Park - Phase II (Shelter, Trail, Playground)					250,000	250,000
Pond Dredging Turner & Tyre Park					100,000	100,000
Prairie Lakes - Driving Range Shade Canopy					30,000	30,000
Total Requests	\$5,535,000	\$2,420,000	\$2,065,000	\$825,000	\$48,121,613	\$58,366,613
RESOURCES						
Cash Balance (as of 8/26/2022)	656,553	3,133,446	3,213,446	3,648,446	5,323,446	15,975,337
Funding Source Other Than Parks (Dog Park Above)	3,000,000					3,000,000
CO's Bond Sale - PARK					40,298,167	40,298,167
Transfer from Operating Fund - PVEN	5,011,893	2,500,000	2,500,000	2,500,000	2,500,000	15,011,893
GRAND TOTAL RESOURCES	\$8,668,446	\$5,633,446	\$5,713,446	\$6,148,446	\$48,121,613	\$74,285,397
Ending Fund Balance Over/(Short)	3,133,446	3,213,446	3,648,446	5,323,446	0	

**CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET AND CAPITAL PROJECTS PLAN
APPROVED PARKS PROJECTS**

PROJECT DESCRIPTION	PROPOSED 2023	2024	2025	2026	2027 and beyond	CIP TOTAL
UPKEEP/MAINTENANCE PROJECTS						
RJC Renovations (Vernon Jackson Room and Chairs)	215,000					215,000
Uptown Carpet (Lobby and Theater)	200,000					200,000
TSLC Meeting Room Enhancements	175,000					175,000
Summit Ballroom Upgrades	170,000					170,000
Summit Pump Room Enhancements	85,000					85,000
Summit Video & Lighting Upgrades	50,000					50,000
Summit Facility Improvements (Henderson Report)		350,000	250,000	250,000	250,000	1,100,000
Total Requests	\$895,000	\$350,000	\$250,000	\$250,000	\$250,000	\$1,995,000
RESOURCES						
Cash balance for Park Up-Keep/Maintenance (8/26/2022)	306,893	0	150,000	400,000	650,000	1,506,893
Transfer from Operating Fund - PVEN	588,107	500,000	500,000	500,000	500,000	2,588,107
GRAND TOTAL RESOURCES	\$895,000	\$500,000	\$650,000	\$900,000	\$1,150,000	\$4,095,000
Ending Fund Balance Over/(Short)	0	150,000	400,000	650,000	900,000	

**CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET AND CAPITAL PROJECTS PLAN
APPROVED POLICE PROJECTS**

PROJECT DESCRIPTION	PROPOSED 2023	2024	2025	2026	2027 and beyond	CIP TOTAL
FY 23 Box Truck (Santa Cop and other City Depts)	115,000					115,000
FY 23 PSB Outbuilding Expansion		4,000,000				4,000,000
Total Requests	\$115,000	\$4,000,000	\$0	\$0	\$0	\$4,115,000
RESOURCES						
CO's Bond Sale	105,050	4,000,000	0	0	0	4,105,050
Cash Balance (as of 8/26/2022)	9,950	0	0	0	0	9,950
Cost of Issuance	0	0	0	0	0	0
GRAND TOTAL RESOURCES	115,000	4,000,000	-	-	-	4,115,000
Ending Fund Balance Over/(Short)	-	-	-	-	-	

**CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET AND CAPITAL PROJECTS PLAN
APPROVED STORM DRAINAGE PROJECTS**

PROJECT DESCRIPTION	PROPOSED 2023	2024	2025	2026	2027 and beyond	CIP TOTAL
<u>MAJOR STORM PROJECTS</u>						
Davis Road New Alignment - Design and Construction (FY 23 \$6.2M Total All Funds)	2,400,000		1,200,000			3,600,000
Tarrant Road at Arbor Creek (FY 23 \$1.74M Total All Funds)	1,635,000					1,635,000
Wailingford PID Retaining Wall	500,000					500,000
Dry Branch and Bear Creek Channelization/Flood Reduction Design	500,000					500,000
Generator for Dorchester Levee	450,000					450,000
Sherwood Drainage	325,000	3,000,000				3,325,000
Day Miar from South of Ragland to Prairie Waters	310,000					310,000
Henry Branch Improvements	250,000					250,000
Carrier Parkway Improvements (Phase 3 From Roy Orr to SH360) (FY 23 \$0.932M Total All Funds)	216,000	1,160,000	1,160,000			2,536,000
Flood Warning System Modeling and Implementation	200,000	200,000	200,000	200,000		800,000
Briarhill Erosion Permanent Solution	80,000	2,250,000				2,330,000
Mike Lewis Erosion	60,000	750,000				810,000
Dry Branch Channelization/Flood Reduction Construction		2,000,000				2,000,000
Duncan Perry Bridge at Johnson Creek (TxDOT Participation) (FY 23 \$5.825M Total All Funds)		1,637,500				1,637,500
Jefferson Street from GSW to SW 23rd (\$6.1M Total All Funds) 50% Cost Share with Tarrant Co.		813,000				813,000
Stormwater Modeling Annual Update		125,000		125,000		250,000
Shady Grove from Beltline to East of Roy Orr (FY 23 \$0.6M Total All Funds)			5,489,173			5,489,173
Great Southwest Parkway (Ave. J to Ave. K) Includes Bridge (\$14.586M Total All Funds)			1,725,000			1,725,000
Bear Creek Channelization/Flood Reduction Construction			1,000,000			1,000,000
SW 3rd from Dickey to Phillips widening and drainage improvements (\$14.95M Total All Funds)					3,450,000	3,450,000
GSW Pkwy from Ave H to J (\$6.81M Total All Funds)					1,572,669	1,572,669
Oakdale - Roy Orr to 161 (Freese & Nichols) (\$5.81M Total All Funds)					863,904	863,904
Great Southwest Parkway (I-20 to Lakeridge) (\$11.98M Total All Funds)					611,611	611,611
Great Southwest Parkway (Ave. K to Fountain Parkway) (FY 23 \$2.447M Total All Funds)					500,000	500,000

**CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET AND CAPITAL PROJECTS PLAN
APPROVED STORM DRAINAGE PROJECTS**

PROJECT DESCRIPTION	PROPOSED 2023	2024	2025	2026	2027 and beyond	CIP TOTAL
<u>MISCELLANEOUS DRAINAGE PROJECTS</u>						
FY23 Drainage Buyouts	0	500,000	500,000	500,000	500,000	2,000,000
FY23 Master Plan Study Updates	80,000	80,000	80,000	80,000	80,000	400,000
FY23 Misc. Drainage Projects	800,000	800,000	800,000	800,000	800,000	4,000,000
FY23 Developer Participation	500,000	500,000	500,000	500,000	500,000	2,500,000
FY23 Bar Ditch Improvements	500,000	500,000	500,000	500,000	500,000	2,500,000
FY23 Concrete Channel Repair	500,000	500,000	500,000	500,000	500,000	2,500,000
FY23 Miscellaneous Erosion Projects	250,000	250,000	250,000	250,000	250,000	1,250,000
FY23 Storm Drain Outfall Repairs	350,000	250,000	250,000	250,000	250,000	1,350,000
FY23 Misc. Engineering Projects	140,000	140,000	140,000	140,000	140,000	700,000
FY23 Annual Study for Outfall Rehabs	65,000	65,000	65,000	65,000	65,000	325,000
Total Requests	10,111,000	15,520,500	14,359,173	3,910,000	10,583,184	54,483,857
Cash Balance (as of 8/26/2022)	2,826,154	-	(9,920,500)	(18,679,673)	(16,989,673)	(42,763,692)
Other funding source	1,284,846					
Transfer from Storm Water Utility Fund	6,000,000	5,600,000	5,600,000	5,600,000	10,802,038	33,602,038
GRAND TOTAL RESOURCES	10,111,000	5,600,000	(4,320,500)	(13,079,673)	(6,187,635)	(9,161,654)
Ending Fund Balance Over/(Short)	-	(9,920,500)	(18,679,673)	(16,989,673)	(16,770,819)	

**CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET AND CAPITAL PROJECTS PLAN
APPROVED STREET PROJECTS**

PROJECT DESCRIPTION	PROPOSED 2023	2024	2025	2026	2027 and beyond	CIP TOTAL
MAJOR STREET/TRANSPORTATION PROJECTS						
FY22 Street Assessment Implementation (need to account for inflation going forward, 5% min)	4,500,000	4,725,000	4,962,000	5,211,000	5,472,000	24,870,000
Davis Road New Alignment - Design and Construction (FY 23 \$6.2M Total All Funds)	3,800,000	500,000	5,000,000			9,300,000
Great Southwest Parkway (Ave. K to Fountain Parkway) (\$2.447M Total All Funds)	2,446,500	1,102,055	6,977,600		8,100,000	18,626,155
Day Mir from South of Ragland to Prairie Waters	1,500,000					1,500,000
Jefferson Street from GSW to SW 23rd (FY 23 \$1.431M Total All Funds) 50% Cost Share with Tarrant Co.	1,430,000	3,350,000				4,780,000
Wildlife Parkway	1,259,395	1,259,395	629,697			3,148,487
International Corridor Design and Construction	1,000,000	10,000,000				11,000,000
Carrier Parkway Screening Wall, Median and Wastewater Improvements (Cherokee to Dickey)	960,000					960,000
Shady Grove from Bellline to East of Roy Orr (FY 23 \$0.6M Total All Funds)	600,000	2,340,000	2,000,000	9,256,742	9,256,742	23,453,484
Day Mir Road from England/Broad South (Mansfield Participation)	587,355	587,355				1,174,710
FY23 City Bridges	550,000	550,000	550,000	550,000	550,000	2,750,000
Carrier Parkway Improvements (Phase 2 from SH 161 to Roy Orr) (FY 23 \$0.417M Total All Funds)	417,000	774,000	13,690,000			14,881,000
Carrier Parkway Improvements (Phase 3 From Roy Orr to SH360) (FY 23 \$0.932M Total All Funds)	397,450	2,000,000	2,000,000	2,000,000	4,000,000	10,397,450
Wildlife Trail Alignment	325,000	1,500,000				1,825,000
Rock Island Rd. Bridge at Bear Creek (with Dallas County)	265,000	2,700,000				2,965,000
Service Center Paving (moved from annual unfunded request to CIP)	250,000	250,000				500,000
I-30 Wall Beautification	100,000					100,000
Jefferson Sidewalks from 23rd to SH 161	60,000	440,000				500,000
Turn Back Construction		10,000,000				10,000,000
Duncan Perry Bridge at Johnson Creek (TxDOT Participation) (FY 23 \$5.825M Total All Funds)		1,637,500				1,637,500
Sunnyvale from GSW Parkway to Carrier		772,000	8,300,000			9,072,000
Wildlife Parkway and Hunter Ferrell Landscaping from SH 161 East to Bear Creek			2,405,047			2,405,047
Ave J from SH 360 past Johnson Creek (\$5.6M Total All Funds)			470,701		5,828,750	6,299,451
Reconstruction of Arterial and Collectors					860,566,285	860,566,285
Lakeridge Parkway @ Joe Pool Lake					52,289,358	52,289,358
SW 3rd from Dickey to Phillips widening and drainage improvements (\$14.95M Total All Funds)					11,500,000	11,500,000
Great Southwest Parkway (I-20 to Lakeridge) (\$11.98M Total All Funds)					11,286,115	11,286,115
GSW North of Post & Paddock Street Rehab					6,278,479	6,278,479
Oakdale - Roy Orr to 161 (Freese & Nichols) (\$5.81M Total All Funds)					4,946,568	4,946,568
GSW Pkwy from Ave H to J (\$6.81M Total All Funds)					4,201,768	4,201,768
Pavement Widening along GSW Parkway under I-20 (FY 2018: Design & ROW)					3,023,247	3,023,247
Hill Street Widening from Carrier to NW 16th (\$3.45M Total All Funds)					2,300,000	2,300,000

**CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET AND CAPITAL PROJECTS PLAN
APPROVED STREET PROJECTS**

PROJECT DESCRIPTION	PROPOSED 2023	2024	2025	2026	2027 and beyond	CIP TOTAL
Fish Creek Bike/Pedestrian Path (Dist. 6)					1,720,847	1,720,847
Arbor Creek					1,616,843	1,616,843
Great Southwest Pkwy at Arkansas Intersection Improvements (Dist. 4)					777,328	777,328
2341 N. Carrier Pkwy Sidewalk					198,996	198,996
FY23 Sidewalks	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
FY23 Intersection Improvements \$375K is already in this number	500,000	500,000	500,000	500,000	500,000	2,500,000
FY23 Developer Participation	250,000					250,000
FY23 Seal Coat	200,000	200,000	200,000	200,000	200,000	1,000,000
FY23 Guard Rails	200,000	200,000	200,000	200,000	200,000	1,000,000
FY23 Traffic Signal Improvements	150,000	150,000	150,000	150,000	150,000	750,000
FY23 Misc. Engineering Projects	85,000	85,000	85,000	85,000	85,000	425,000
FY23 MICS. Transportation Projects	40,000	40,000	40,000	40,000	40,000	200,000
FY23 Street Light Improvements	40,000	40,000	40,000	40,000	40,000	200,000
FY23 UPS for Traffic Signals	35,000	35,000	35,000	35,000	35,000	175,000
FY23 Survey Work	30,000	30,000	30,000	30,000	30,000	150,000
FY23 School Flashers	25,000	25,000	25,000	25,000	25,000	125,000
FY23 Handicap Ramps	25,000	25,000	25,000	25,000	25,000	125,000
FY23 Speed Tables	25,000	25,000	25,000	25,000	25,000	125,000
FY23 Traffic Signal /Engineering	300,000				300,000	600,000
Total Requests	\$23,352,700	\$48,028,001	\$60,840,045	\$19,372,742	\$996,568,325	\$1,148,161,813
RESOURCES						
Cash Balance (as of 8/26/2022)	\$1,401,197	1,401,197	1,401,197	1,401,197	1,401,197	\$7,005,985
CO's Street	23,352,700	48,028,001	60,840,045	19,372,742	996,568,325	1,148,161,813
Cost of Issuance	0	0	0	0	0	0
GRAND TOTAL RESOURCES	\$24,753,897	\$49,429,198	\$62,241,242	\$20,773,939	\$997,969,522	\$1,155,167,798
Ending Fund Balance Over/(Short)	1,401,197	1,401,197	1,401,197	1,401,197	1,401,197	

**CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET AND CAPITAL PROJECTS PLAN
APPROVED SOLID WASTE PROJECTS**

PROJECT DESCRIPTION	PROPOSED 2023	2024	2025	2026	2027 and beyond	CIP TOTAL
RiverBank Improvements at Landfill Road	1,500,000					1,500,000
Expansion of LFG wellfield for NSPS	1,300,000					1,300,000
Concrete Recycling	100,000		100,000	100,000		300,000
New Property Permitting		945,000	551,250			1,496,250
New Property Subsurface Characterization		441,000				441,000
Updates to Master Development Plan				32,414		32,414
Waste Relocation Bid Package and Plan				28,941		28,941
Waste Relocation					7,656,689	7,656,689
Levee Construction					9,511,944	9,511,944
Liner Construction					4,294,766	4,294,766
Overliner Construction					2,205,177	2,205,177
Total Requests	2,900,000	1,386,000	651,250	161,355	23,668,576	28,767,181
RESOURCES						
Cash Balance (as of 8/26/2022)	1,591,416	416	(1,385,584)	(1,836,834)	(1,798,189)	(3,428,775)
Transfer from Solid Waste Operating Fund	1,309,000	-	200,000	200,000	-	(3,428,775)
GRAND TOTAL RESOURCES	2,900,416	416	(1,185,584)	(1,636,834)	(1,798,189)	(6,857,550)
Ending Fund Balance Over/(Short)	416	(1,385,584)	(1,836,834)	(1,798,189)	(25,466,765)	

**CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET AND CAPITAL PROJECTS PLAN
APPROVED WATER PROJECTS**

PROJECT DESCRIPTION	PROPOSED	2024	2025	2026	2027 and beyond	CIP TOTAL
	2023					
2N - 2.0 MGD Robinson Road EST and 12 MGD Pump Station	12,500,000					12,500,000
FY23 Utility Cuts	1,200,000	1,260,000	1,323,000	1,390,000	1,460,000	6,633,000
FY23 Water Main Replacements (Various Districts)	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
8N - 48-inch Supply Line to Parallel Existing 60-inch Supply Line from Terminal Storage Tanks	955,000		4,485,000		29,900,000	35,340,000
FY23 Vault Replacement	250,000	250,000	250,000	250,000	250,000	1,250,000
FY23 AMI Meter Maintenance	250,000	250,000	250,000	250,000	250,000	1,250,000
Carrier Parkway Improvements (Phase 3 From Roy Orr to SH360) (FY 23 \$0.932M Total All Funds)	159,000	853,000	853,000			1,865,000
Resident Representative Services for CIP Projects	150,000					150,000
FY22 Consultant Support on Water Master Plan (All Districts)	100,000	100,000	100,000	100,000	100,000	500,000
Tarrant Road at Arbor Creek (FY 23 \$1.74M Total All Funds)	54,000					54,000
FY23 Misc. Engineering Projects	20,000	20,000	20,000	20,000	20,000	100,000
Purchase additional capacity from DWU (additional 2.0 MGD)		2,000,000		2,000,000		4,000,000
Turn Back Construction		1,300,000				1,300,000
10N - 8/12-inch I-30 Frontage Road Water Lines		1,430,100	2,390,000			3,820,100
Water Lines for I-30 Service Roads Phase I and II		400,000	40,000	40,000	40,000	520,000
Jefferson Street from GSW to SW 23rd (FY 23 \$1.43 Total All Funds) 50% Cost Share with Tarrant Co.		349,000				349,000
Great Southwest Parkway (Ave. J to Ave. K) Includes Bridge (\$14.586M Total All Funds)		3,755	45,997	45,997		95,748
Purchase Additional Capacity from TRWD for Midlothian Supply (additional 2.0 MGD)			2,000,000			2,000,000
Shady Grove from Beltline to East of Roy Orr (CCD1) (FY 23 \$0.6M Total All Funds)			1,037,639		902,295	1,939,934
Ave J from SH 360 past Johnson Creek (\$5.6M Total All Funds)			21,600	21,600	316,710	359,910
9N - Arlington 4.0 MGD PS and 1.5 MG GST and 20/24-inch Howell/Sherman/GSW Water Lines					13,800,000	13,800,000
2S - 775 North 1.0 MG Elevated Storage Tank					12,305,000	12,305,000
6S - 16/24-inch Old Fort Worth Road/Buffalo Hills Water Line					8,970,000	8,970,000
4S - 18-inch Northwest 775 Pressure Plane Water Lines					6,440,000	6,440,000
5S - 12/16-inch North Central 775 Pressure Plane Water Lines					6,440,000	6,440,000
11N - 24-inch Duncan Perry/Egyptian Way Water Line					5,290,000	5,290,000
8S - Midlothian 2.0 MGD PS and 1.0 MG GST					5,175,000	5,175,000
5N - 24-inch Corn Valley/E. Warrior Road and 16-inch S. Carrier Pkwy Water Lines					5,117,500	5,117,500
7S - 12-inch North 775 Pressure Plane Water Line					4,140,000	4,140,000
3S - 12/16-inch East 775 Pressure Plane Water Lines					3,910,000	3,910,000
12N - 12-inch Highway 161 Frontage Road Water Line					3,680,000	3,680,000
4N - 24-inch Great Southwest Pkwy/N. Carrier Pkwy Water Line					2,645,000	2,645,000
Hill Street Widening from Carrier to NW 16th (\$3.45M Total All Funds)					575,000	575,000
GSW Pkwy from Ave H to J (\$6.81M Total All Funds)					531,555	531,555
Great Southwest Parkway (I-20 to Lakeridge) (\$11.98M Total All Funds)					85,068	85,068
Total Requests	\$16,638,000	\$9,215,855	\$13,816,236	\$5,117,597	\$113,343,129	\$158,130,815
RESOURCES						
Transfer from Water Wastewater Operating Fund	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	50,000,000
Transfer from Water Wastewater Debt Fund (Bond Proceeds)	11,000,000					11,000,000
Transfer to Wastewater CIP Fund	(6,810,212)	(12,948,500)	(9,361,625)	(23,997,824)	(23,997,824)	(77,115,985)
Cash Balance (as of 8/26/2022)	2,667,398	1,235,186	1,235,186	1,235,186	1,235,186	7,608,143
Revenue Bond Sale	-	11,148,355	12,161,861	18,099,421	126,324,953	167,734,588
Repayment of Peninsula PID (3218) for 25 years	16,000	16,000	16,000	16,000	16,000	80,000
Impact Fee Revenue	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
GRAND TOTAL RESOURCES	17,873,186	10,451,041	15,051,422	6,352,783	114,578,315	164,306,746
Ending Fund Balance Over/(Short)	1,235,186	1,235,186	1,235,186	1,235,186	1,235,186	

**CITY OF GRAND PRAIRIE
CAPITAL PROJECTS BUDGET AND CAPITAL PROJECTS PLAN
APPROVED WASTEWATER PROJECTS**

PROJECT DESCRIPTION	PROPOSED 2023	2024	2025	2026	2027 and beyond	CIP TOTAL
Duncan Perry Bridge at Johnson Creek (TxDOT Participation) Utility Relocations (FY 23 \$5	2,550,000					2,550,000
3-5 South Sector Additional Gravity Mains	2,240,000	3,200,000	3,850,000			9,290,000
1-10 SSES Evaluation for TRA Basin 5.0J	1,413,000	1,000,000				2,413,000
FY23 Infiltration/Inflow (Various Districts)	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
FY23 Wastewater Main Replacement Project (Various Dist.)	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
1-9 SSES Evaluation for TRA Basin 3.0W	1,000,000					1,000,000
Upsize to 21" north of Pioneer to address Central Park surcharging (KSA Recommendation)	870,000					870,000
4-2 10-inch gravity line in Gifford St. to Grand Lakes Blvd. and I-30	288,000	1,637,000				1,925,000
Heatherbrook to Corn Valley (Dist. 6)	250,000					250,000
Carrier Parkway Improvements (Phase 3 From Roy Orr to SH360) (FY 23 \$0.932M Total All F	160,000	856,000	856,000			1,872,000
Consultant Support Wastewater Master Plan and TRA Issues	100,000	100,000	100,000	100,000	100,000	500,000
Tarrant Road at Arbor Creek (FY 23 \$1.74M Total All Funds)	55,000					55,000
FY23 Misc. Engineering Projects	25,000	25,000	25,000	25,000	25,000	125,000
FY23 WWMP - Priority Overflow Projects (Construction)		2,500,000	2,500,000	2,500,000	12,500,000	20,000,000
Turn Back Construction		1,000,000				1,000,000
FY23 WWMP 2019 Projects (TWDB participation)		500,000			2,500,000	3,000,000
Jefferson Street from GSW to SW 23rd (FY 23 \$1.43M Total All Funds) 50% Cost Share with T		123,000				123,000
Great Southwest Parkway (Ave. J to Ave. K) Includes Bridge (\$14.586M Total All Funds)		8,625	35,219	35,219		79,063
Shady Grove from Bellline to East of Roy Orr (FY 23 \$0.6M Total All Funds)			4,353,038		3,785,250	8,138,288
4-3 10-inch gravity line in 109th St. from Avenue N to Avenue K East					899,300	899,300
Upsize to 21" north of Pioneer to address Central Park surcharging					655,000	655,000
Hill Street Widening from Carrier to NW 16th (\$3.45M Total All Funds)					575,000	575,000
GSW Pkwy from Ave H to J (\$6.81M Total All Funds)					507,724	507,724
Total Requests	\$10,951,000	\$13,199,625	\$16,219,257	\$4,660,219	\$23,829,600	\$66,309,701
RESOURCES						
Cash Balance (as of 8/26/2022)	\$ 4,140,788	\$ -	\$ -	\$ -	\$ -	4,140,788
Transfer from Water CIP	6,810,212	13,199,625	16,219,257	4,660,219	23,829,600	64,718,913
GRAND TOTAL RESOURCES	\$10,951,000	\$13,199,625	\$16,219,257	\$4,660,219	\$23,829,600	\$68,859,701
Ending Fund Balance Over/(Short)	0	0	0	0	0	0

CITY OF GRAND PRAIRIE CAPITAL PROJECTS BUDGET APPROVED PROJECT FUND	
PROJECT	Proposed 2023
One-Time Capital Items	
Total Requests	\$0
RESOURCES	
Cash Balance (as of 8/26/2022)	2,018,910
Transfer in from the General Fund	-
Transfer to EcoDev Fund	-
Transfer to the Equipment Acquisition Fund	-
Transfer in from Epic Operating Fund (finishing last 2 loan payments)	330,364
GRAND TOTAL RESOURCES	2,349,274
Ending Fund Balance Over/(Short)	2,349,274



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 09/20/2022

REQUESTER: Brady Olsen

PRESENTER: Brady Olsen, Treasury and Debt Manager

TITLE: Ordinance approving the 2022 tax roll resulting in a tax levy in the amount of \$139,130,487 based on the Certified Appraisal Rolls approved by the Dallas, Tarrant, and Ellis County Appraisal Districts

RECOMMENDED ACTION: Approve

ANALYSIS:

The approval of the tax roll is an annual process required by the Texas Property Tax Code. The tax roll is calculated by taking the 2022 certified appraisal rolls and applying the fiscal year (FY) 2022/2023 adopted tax rate.

FINANCIAL CONSIDERATION:

The approval of the tax rolls will enable the City to begin the annual tax collection process performed by the Dallas County Tax Assessor/Collector. The tax roll is also a funding basis included in the Proposed FY 2022/2023 Operating Budget.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, APPROVING THE 2022 TAX ROLL; AND, PROVIDING AN EFFECTIVE DATE

WHEREAS, the proposed budget for FY 2022/2023 has been considered by the City Council; and

WHEREAS, it is necessary to fund the budget; and

WHEREAS, certified appraisal rolls have been received from the Dallas, Tarrant, and Ellis County Appraisal Districts.

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

SECTION 1. The City Council hereby approves the 2022 tax roll of the City of Grand Prairie, Texas which will result in a tax levy of \$139,130,487 based on the Certified Appraisal Rolls as approved by the Dallas, Tarrant, and Ellis County Appraisal Districts;

SECTION 2. This ordinance shall become effective immediately upon its passage and approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS,
ON THIS THE 20TH DAY OF SEPTEMBER 2022.**



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 09-20-2022

REQUESTER: Lee Harriss

PRESENTER: Lee Harriss, Special District Administrator
Berkshire Park PID (City Council District 2)

TITLE:

- a. Public Hearing - Service Plan - Assessment Plan, Roll and Rate;
- b. Adoption of the Berkshire Park PID 5-year Service Plan;
- c. Ordinance approving the service plan, assessment plan, roll and rate;
- d. PID Advisory Board Membership

RECOMMENDED ACTION: Approve

ANALYSIS:

Chapter 372 of the Local Government Code requires the City to annually review and approve the PID five-year service plan and adopt an assessment plan, which includes the roll and rate for annual assessments within the PID. The Advisory Board has updated the recommended five-year service plan and the assessment plan, which outlines the assessments, maintenance, and improvements planned for each year.

The estimated expenditures for the 2023 fiscal year are \$51,310. This will be funded by the City, which will transfer \$2,034 to the PID, via fund balance of \$5,000, and \$47,554 will be funded via an assessment rate of \$0.12 per \$100 of appraised real property value within the PID.

The assessment rate is decreasing from \$0.15 per \$100 of appraised real property value to \$0.12 per \$100 of appraised real property value. The funds generated provide for annual maintenance within the PID boundaries. The recommended PID Advisory Board membership for 2023 is attached along with the "Addendum Containing Notice of Obligation to Pay Improvement District Assessment".

FINANCIAL CONSIDERATION:

The recommended assessment rate for the PID is \$0.12 per \$100 of appraised real property value within the PID. The estimated budget for the 2023 fiscal year is \$51,310, which includes a reimbursement of \$2,034 for right of way maintenance, which would otherwise be performed by the City, from the Parks and Recreation General Fund MMDC.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED IMPROVEMENTS ORDERED IN

CONNECTION WITH THE GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 17 (BERKSHIRE PARK), APPROVING THE FIVE YEAR SERVICE PLAN, SETTING AND LEVYING THE ASSESSMENT PLAN, ROLL, AND RATE, AND AUTHORIZING THE PROPER OFFICIALS OF THE CITY TO DO AND PERFORM CERTAIN ACTS IN CONNECTION WITH THE SERVICE PLAN

WHEREAS, on May 21, 2019, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the establishment of the Public Improvement District; and

WHEREAS, by Resolution No. 5018-2019, duly passed on May 21, 2019, this City Council established Grand Prairie Public Improvement District No. 17 (Berkshire Park PID); and

WHEREAS, on September 20, 2022, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given notice as required by law and an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements on accounts of any matter or thing in the discretion of this governing body; and

WHEREAS, on September 20, 2022, this Council closed the public hearing and, by this ordinance, levies the assessment in the recommended amounts as a special assessment against the property located in the Grand Prairie Public Improvement District No. 17 and the owners thereof; and

WHEREAS, the City Council has established the Grand Prairie Public Improvement District No. 17, which by Statute, allows for the establishment of an Advisory Board (attached as Exhibit B) to oversee and make recommendations to the City Council regarding planning, operations, setting assessments and disbursement of funds generated by the assessments, and

WHEREAS, the City Council hereby approves and adopts the Five Year Service Plan (attached as Exhibit A-1 and A-2) and sets and levies the assessment plan, roll, and rate as recommended by the Advisory Board.

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

SECTION 1. THAT the recitals and findings above are true and correct and are included in this ordinance as if fully set forth herein.

SECTION 2. THAT the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and improvements identified within the Five Year Service Plan, adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

SECTION 3. THAT the City Manager and City Secretary or their designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance; and that all prerequisites to the fixing of the assessments against the property within the Grand Prairie Public Improvement District No. 17 and the fixing of the personal liability of the owner or owners thereof have been

performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

SECTION 4. THAT an assessment rate of \$0.12 per \$100 of appraised value on all real properties within the Grand Prairie Public Improvement District No. 17 in accordance with the records of the Dallas Central Appraisal District shall be levied as a special assessment on the property.

SECTION 5. THAT the method of payment of the assessment shall be in a single lump sum payment upon receipt of the assessment notice, which is due October 1, 2022, and becomes delinquent on February 1, 2023, with the following interest rates: February 2023, 6%; March 2023, 7%; April 2023, 8%; May 2023, 9%; June 2023, 10%; and July 2023, 12%. Any assessment remaining unpaid on July 1, 2022, shall accrue an additional penalty for collection costs. The penalty shall be 20% of the amount of assessment, penalty, and interest due. A delinquent assessment accrues interest increasing at the rate of 1% for each additional month or portion of a month the assessment remains unpaid.

SECTION 6. THAT a lien shall be established against each affected property within the district on the date the assessment is due and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district, or city ad valorem taxes.

SECTION 7. THAT the Chief Financial Officer or his/her designee is authorized to review and approve the expenditures recommended by the Public Improvement District Advisory Board for goods and services procured by the District.

SECTION 8. THAT this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Grand Prairie, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 9. THAT if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 10. THAT 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 liability as a result of any fact required or permitted in the discharge of his said duties.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20TH DAY OF SEPTEMBER 2022.

Exhibit A
GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 17
Berkshire Park
Five Year Service Plan 2023 - 2027 BUDGET

Income based on Assessment Rate of \$0.12 per \$100 of appraised value.
 The FY 2022 rate was \$0.15 per \$100 of appraised value
 Service Plan projects a 10% increase in assessed value per year.

INCOME:	Value	Assess Rate	Revenue			
Appraised Value	\$39,628,620	\$ 0.12	\$ 47,554			

Description	Account	2023	2024	2025	2026	2027
Beginning Balance (Estimated)	Number	\$ 5,000	\$ 3,278	\$ 9,104	\$ 33,892	\$ 9,102
P.I.D. Assessment	42620	\$ 47,554	\$ 52,310	\$ 57,541	\$ 63,295	\$ 69,624
City Contribution	49780	<u>2,034</u>	<u>2,034</u>	<u>2,034</u>	<u>2,034</u>	<u>2,034</u>
TOTAL INCOME		\$ 49,588	\$ 54,344	\$ 59,575	\$ 65,329	\$ 71,658
Amount Available		\$ 54,588	\$ 57,622	\$ 68,678	\$ 99,221	\$ 80,761

EXPENSES:		2023	2024	2025	2026	2027
Description	Account					
Office Supplies	60020	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
Decorations	60132	500	500	500	500	500
Beautification*	60490	3,000	3,000	3,000	10,000	10,000
Wall Maintenance**	60776	22,000	18,000	3,000	50,000	3,000
Mowing Contractor	61225	11,550	12,128	12,734	13,371	14,039
Collection Service (\$2.90/Acct)	61380	400	400	400	400	400
Misc.	61485	50	50	50	50	50
Postage	61520	100	100	100	100	100
Electric Power	62030	210	221	232	243	255
Water Utility	62035	3,000	3,150	3,308	3,473	3,647
Irrigation System Maint.	63065	1,000	1,000	1,000	1,000	1,000
Decorative Lighting Maintenance	63146	-	-	-	-	-
Property Insurance Premium	64080	300	315	331	347	365
Liability Insurance Premium	64090	4,600	4,830	5,072	5,325	5,591
Lease Payment-Security Cameras	68901	4,500	4,725	4,961	5,209	5,470
		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL EXPENSES		\$ 51,310	\$ 48,518	\$ 34,787	\$ 90,118	\$ 44,517
Ending Balance**		\$ 3,278	\$ 9,104	\$ 33,892	\$ 9,102	\$ 36,244

Avg. Annual Assessment by Home Value:

Value	Yrly Assmnt.		
\$200,000	\$ 240		
\$250,000	\$ 300		
\$300,000	\$ 360	Avg. Property Value:	\$ 287,164
\$350,000	\$ 420	Avg. Property Assessment:	\$ 345
\$400,000	\$ 480	No. of Properties:	138
\$450,000	\$ 540		

*Includes flowerbed renovations

**Brick wall repairs/replacement-Arkansas/Robinson 2023-24; Bentwood 2026



ADDENDUM CONTAINING NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO City of Grand Prairie, TEXAS CONCERNING THE FOLLOWING PROPERTY

(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to City of Grand Prairie, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within Berkshire Park PID (the "District") created under Subchapter A, Chapter 372, Local Government Code

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Grand Prairie. The exact amount of each annual installment will be approved each year by Grand Prairie City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from City of Grand Prairie

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Signature of Seller Date Signature of Seller Date

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Signature of Buyer Date Signature of Buyer Date



This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC No. 53-0.

Exhibit B
Grand Prairie Public Improvement District No. 17

Advisory Board Members

2022-2023 Fiscal Year

Carlos Jackson – President

Sylvia Gallegos – Vice President

Wendy Washington Pondexter – Secretary/Treasurer

Mona Coleman

Vacant



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 09-20-2022

REQUESTER: Lee Harriss

PRESENTER: Lee Harriss, Special District Administrator
Brookfield PID (City Council District 2)

TITLE:

- a. Public Hearing - Service Plan – Assessment Plan, Roll and Rate
- b. Adoption of the Brookfield PID 5-year Service Plan;
- c. Ordinance Approving the Service Plan, Assessment Plan, Roll and Rate
- d. PID Advisory Board Membership

RECOMMENDED ACTION: Approve

ANALYSIS:

Chapter 372 of the Local Government Code requires the City to annually review and approve the PID five-year service plan and adopt an assessment plan, which includes the roll and rate for annual assessments within the PID. The Advisory Board has updated the recommended five-year service plan and the assessment plan, which outlines the assessments, maintenance, and improvements planned for each year.

The PID budget for the 2023 fiscal year is \$59,222. This will be funded by the City, which will transfer \$4,244 to the PID, with the use of fund balance, \$34,000, and \$49,553 will be funded via an assessment of \$0.11 per \$100 of appraised real property value within the PID. The funds generated provide for annual maintenance within the PID boundaries. The proposed budget will continue the basic maintenance and improvements from the previous year.

The recommended PID Advisory Board membership for 2023 is attached along with the Addendum Containing Notice of Obligation to Pay Improvement District Assessment.

FINANCIAL CONSIDERATION:

The recommended assessment rate for the PID is \$0.11 per \$100 of appraised real property value within the PID. The estimated budget for the 2023 fiscal year is \$59,222, which includes a reimbursement of \$2,244 for right of way maintenance, which would otherwise be performed by the City, from the Parks and Recreation General Fund MMDC.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED IMPROVEMENTS ORDERED IN CONNECTION WITH THE GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 4 (BROOKFIELD), APPROVING THE FIVE YEAR SERVICE PLAN, SETTING AND LEVYING THE ASSESSMENT PLAN, ROLL, AND RATE, AND AUTHORIZING THE PROPER OFFICIALS OF THE CITY TO DO AND PERFORM CERTAIN ACTS IN CONNECTION WITH THE SERVICE PLAN

WHEREAS, on February 20, 2001, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the establishment of the Public Improvement District; and

WHEREAS, by Resolution No. 3722, duly passed on February 20, 2001, this City Council established Grand Prairie Public Improvement District No. 4 (Brookfield PID); and

WHEREAS, on September 20, 2022, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given notice as required by law and an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of or of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements on accounts of any matter or thing in the discretion of this governing body; and

WHEREAS, on September 20, 2022, the City Council closed the public hearing and by this ordinance levies the assessment as a special assessment against property and the owners thereof in the recommended amounts in the Grand Prairie Public Improvement District No. 4; and

WHEREAS, the City Council has established the Grand Prairie Public Improvement District No. 4, which by statute, allows for the establishment of an Advisory Board (attached as Exhibit B) to oversee and make recommendations to the City Council regarding planning, operations, setting assessments and disbursement of funds generated by the assessments; and

WHEREAS, the City Council hereby approves and adopts the Five Year Service Plan (attached as Exhibit A-1 and A-2) and sets and levies the assessment plan, roll, and rate as recommended by the Advisory Board.

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

SECTION 1. THAT the recitals and findings above are true and correct and are included in this ordinance as if fully set forth herein.

SECTION 2. THAT the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and improvements identified within the Five Year Service Plan, adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

SECTION 3. THAT the City Manager and City Secretary or their designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance; and that all prerequisites

to the fixing of the assessments against the property within the Grand Prairie Public Improvement District No. 4 and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

SECTION 4. THAT an assessment rate of \$0.11 per \$100 of appraised value on all real properties within the Grand Prairie Public Improvement District No. 4 in accordance with the records of the Dallas Central Appraisal District shall be levied as a special assessment on the property.

SECTION 5. THAT the method of payment of the assessment shall be in a single lump sum payment upon receipt of the assessment notice, which is due October 1, 2022, and becomes delinquent on February 1, 2023, with the following interest rates: February 2023, 6%; March 2023, 7%; April 2023, 8%; May 2023, 9%; June 2023, 10%; and July 2023, 12%. Any assessment remaining unpaid on July 1, 2023, shall accrue an additional penalty for collection costs. The penalty shall be 20% of the amount of assessment, penalty, and interest due. A delinquent assessment accrues interest increasing at the rate of 1% for each additional month or portion of a month the assessment remains unpaid.

SECTION 6. THAT a lien shall be established against each affected property within the district on the date the assessment is due and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district, or city ad valorem taxes.

SECTION 7. THAT the Chief Financial Officer or his/her designee is authorized to review and approve the expenditures recommended by the Public Improvement District Advisory Board for goods and services procured by the District.

SECTION 8. THAT this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Grand Prairie, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 9. THAT if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 10. THAT 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 liability as a result of any fact required or permitted in the discharge of his said duties.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20TH DAY OF SEPTEMBER 2022.

Exhibit A
GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 4
Brookfield
Five Year Service Plan 2023 - 2027 BUDGET

Income based on Assessment Rate of \$0.11 per \$100 of appraised value.

The FY 2022 rate was \$0.11 per \$100 of appraised value

Service Plan projects a 10% increase in assessed value per year.

INCOME:	Value	Assess Rate	Revenue			
Appraised Value	\$45,048,020	\$ 0.11	\$ 49,553			
Description	Account	2023	2024	2025	2026	2027
Beginning Balance (Estimated)		\$ 34,000	\$ 28,574	\$ 36,289	\$ 47,548	\$ 62,802
P.I.D. Assessment	42620	\$ 49,553	\$ 54,508	\$ 59,959	\$ 65,955	\$ 72,550
City Contribution	49780	4,244	4,244	4,244	4,244	4,244
TOTAL INCOME		\$ 53,797	\$ 58,752	\$ 64,203	\$ 70,199	\$ 76,794
Amount Available		\$ 87,797	\$ 87,327	\$ 100,492	\$ 117,747	\$ 139,597
EXPENSES:						
Description		2023	2024	2025	2026	2027
Office Supplies	60020	\$ 420	\$ 420	\$ 420	\$ 420	\$ 420
Beautification	60490	10,000	3,000	3,000	3,000	3,000
Wall Maintenance	60776	5,000	5,000	5,000	5,000	5,000
Decorations	60132	2,500	2,500	2,500	2,500	2,500
Professional Engineering Svcs*	61041	3,000	-	-	-	-
Mowing Contractor	61225	17,674	18,557	19,485	20,459	21,482
Collection Service (\$2.90/Acct)	61380	499	499	499	499	499
Admin./Management	61510	10,080	10,584	11,113	11,669	12,252
Electric Power	62030	500	525	551	579	608
Water Utility	62035	7,500	7,875	8,269	8,682	9,116
Irrigation System Maint.	63065	1,500	1,500	1,500	1,500	1,500
Property Insurance Premium	64080	350	368	386	405	425
Liability Insurance Premium	64090	200	210	221	232	243
		-	-	-	-	-
TOTAL EXPENSES		\$ 59,222	\$ 51,038	\$ 52,944	\$ 54,945	\$ 57,046
Ending Balance**		\$ 28,574	\$ 36,289	\$ 47,548	\$ 62,802	\$ 82,551

Avg. Annual Assessment by Home Value:

Value	Yrly Assmnt.	
\$200,000	\$ 220	
\$250,000	\$ 275	
\$300,000	\$ 330	Avg. Property Value: \$ 261,907
\$350,000	\$ 385	Avg. Property Assessment: \$ 288
		No. of Properties: 172

*Reserve study

**Future wall repairs and replacements



ADDENDUM CONTAINING NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO City of Grand Prairie, TEXAS CONCERNING THE FOLLOWING PROPERTY

(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to City of Grand Prairie, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within Brookfield PID (the "District") created under Subchapter A, Chapter 372, Local Government Code (insert name of public improvement district) (insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable).

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Grand Prairie (insert name of municipality or county, as applicable). The exact amount of each annual installment will be approved each year by Grand Prairie City Council (insert name of city council or county commissioners court, as applicable) in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from City of Grand Prairie (insert name of municipality or county, as applicable).

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Signature of Seller Date Signature of Seller Date

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Signature of Buyer Date Signature of Buyer Date



This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC No. 53-0.

Exhibit B
Grand Prairie Public Improvement District No. 4

Advisory Board Members

2022-2023 Fiscal Year

Dennis Hale – President

Elizabeth Duenas – Vice President

Carmelita Loyd – Secretary/Treasurer



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 09-20-2022

REQUESTER: Lee Harriss

PRESENTER: Lee Harriss, Special District Administrator
Country Club Park PID (City Council District 2)

TITLE:

- a. Public Hearing - Service Plan - Assessment Plan, Roll and Rate;
- b. Adoption of the Country Club Park PID 5-year Service Plan;
- c. Ordinance approving the service plan, assessment plan, roll and rate;
- d. PID Advisory Board Membership

RECOMMENDED ACTION: Approve

ANALYSIS:

Chapter 372 of the Local Government Code requires the City to annually review and approve the PID five-year service plan and adopt an assessment plan, which includes the roll and rate for annual assessments within the PID. The Advisory Board has updated the recommended five-year service plan and the assessment plan which outlines the assessments, maintenance, and improvements planned for each year.

The PID budget for the 2023 fiscal year is \$209,206; \$141,483 will be funded via an assessment of \$0.085 per \$100 on appraised real property within the PID and via fund balance of \$183,000.

The assessment rate is decreasing from \$0.085 per \$100 of appraised real property value to \$0.08 per \$100 of appraised real property value. The funds provide for annual maintenance within the PID boundaries. The proposed budget will provide for the basic maintenance and improvements from the previous year. The recommended PID Advisory Board membership for 2023 is attached along with the "Addendum Containing Notice of Obligation to Pay Improvement District Assessment".

FINANCIAL CONSIDERATION:

The recommended assessment rate for the PID is \$0.08 per \$100 of appraised real property value within the PID. The estimated budget for the 2023 fiscal year is \$209,206.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED IMPROVEMENTS ORDERED IN CONNECTION WITH THE GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 13 (COUNTRY CLUB PARK), APPROVING THE FIVE YEAR SERVICE PLAN, SETTING AND

LEVYING THE ASSESSMENT PLAN, ROLL, AND RATE, AND AUTHORIZING THE PROPER OFFICIALS OF THE CITY TO DO AND PERFORM CERTAIN ACTS IN CONNECTION WITH THE SERVICE PLAN

WHEREAS, on March 21, 2006, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the establishment of the Public Improvement District; and

WHEREAS, by Ordinance No. 7374, duly passed on March 21, 2006, this City Council established Grand Prairie Public Improvement District No. 13 (Country Club Park PID); and

WHEREAS, on September 20, 2022, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given notice as required by law and an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements on accounts of any matter or thing in the discretion of this governing body; and

WHEREAS, on September 20, 2022, this Council closed the public hearing and, by this ordinance, levies the assessment in the recommended amounts as a special assessment against the property located in the Grand Prairie Public Improvement District No. 13 and the owners thereof; and

WHEREAS, the City Council has established the Grand Prairie Public Improvement District No. 13, which by Statute, allows for the establishment of an Advisory Board (attached as Exhibit B) to oversee and make recommendations to the City Council regarding planning, operations, setting assessments and disbursement of funds generated by the assessments; and

WHEREAS, the City Council hereby adopts and approves the Five Year Service Plan (attached as Exhibit A-1 and A-2) and sets and levies the assessment plan, roll, and rate as recommended by the Advisory Board.

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

SECTION 1. THAT the recitals and findings above are true and correct and are included in this ordinance as if fully set forth herein.

SECTION 2. THAT the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and improvements identified within the Five Year Service Plan, adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

SECTION 3. THAT the City Manager and City Secretary or their designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance; and that all prerequisites to the fixing of the assessments against the property within the Grand Prairie Public Improvement District No. 13 and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

SECTION 4. THAT an assessment rate of \$0.08 per \$100 of appraised value on all real properties within the Grand Prairie Public Improvement District No. 13 in accordance with the records of the Dallas Central Appraisal District shall be levied as a special assessment on the property.

SECTION 5. THAT the method of payment of the assessment shall be in a single lump sum payment upon receipt of the assessment notice, which is due October 1, 2022, and becomes delinquent on February 1, 2023, with the following interest rates: February 2023, 6%; March 2023, 7%; April 2023, 8%; May 2023, 9%; June 2023, 10%; and July 2023, 12%. Any assessment remaining unpaid on July 1, 2023, shall accrue an additional penalty for collection costs. The penalty shall be 20% of the amount of assessment, penalty, and interest due. A delinquent assessment accrues interest increasing at the rate of 1% for each additional month or portion of a month the assessment remains unpaid.

SECTION 6. THAT a lien shall be established against each affected property within the district on the date the assessment is due, and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district, or city ad valorem taxes.

SECTION 7. THAT the Chief Financial Officer or his/her designee is authorized to review and approve the expenditures recommended by the Public Improvement District Advisory Board for goods and services procured by the District.

SECTION 8. THAT this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Grand Prairie, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 9. THAT if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 10. THAT 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 liability as a result of any fact required or permitted in the discharge of his said duties.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20TH DAY OF SEPTEMBER 2022.

Exhibit A
GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 13
Country Club Park
Five Year Service Plan 2023 - 2027 BUDGET

Income based on Assessment Rate of \$0.08 per \$100 of appraised value.
 The FY 2022 rate was \$0.085 per \$100 of appraised value
 Service Plan projects a 10% increase in assessed value per year.

INCOME:		Value	Assess Rate	Revenue		
Appraised Value		\$176,853,320	\$ 0.08	\$ 141,483		
Description	Account	2023	2024	2025	2026	2027
Beginning Balance (Estimated)		\$ 183,000	\$ 115,277	\$ 117,259	\$ 128,808	\$ 151,214
P.I.D. Assessment	42620	\$ 141,483	\$ 155,631	\$ 171,194	\$ 188,313	\$ 207,145
TOTAL INCOME		\$ 141,483	\$ 155,631	\$ 171,194	\$ 188,313	\$ 207,145
Amount Available		\$ 324,483	\$ 270,908	\$ 288,453	\$ 317,122	\$ 358,359

EXPENSES:		2023	2024	2025	2026	2027
Description						
Office Supplies	60020	\$ 1,000	\$ 1,020	\$ 1,040	\$ 1,061	\$ 1,082
Decorations	60132	20,000	20,400	20,808	21,224	21,649
Beautification	60490	26,000	10,000	10,200	10,404	10,612
Wall Maintenance	60776	15,000	15,300	15,606	15,918	16,236
Mowing Contractor	61225	23,132	24,288	25,502	26,778	28,116
Collection Service (\$2.90/Acct)	61380	1,624	1,624	1,624	1,624	1,624
Misc.	61485	100	100	100	100	100
Fees/Administration	61510	18,000	18,900	19,845	20,837	21,879
Electric Power	62030	1,500	1,575	1,654	1,736	1,823
Water Utility	62035	6,000	6,300	6,615	6,946	7,293
Mailbox Maintenance	63042	5,000	5,250	5,513	5,788	6,078
Irrigation System Maint.	63065	10,000	5,000	5,100	5,202	5,306
Decorative Lighting Maintenance	63146	1,000	1,000	1,000	1,000	1,000
Property Insurance Premium	64080	450	473	496	521	547
Liability Insurance Premium	64090	400	420	441	463	486
Landscaping	68250	40,000	-	-	-	-
Signs	68390	-	-	-	-	-
Irrigation System	68635	-	-	-	-	10,000
Lease Payment-Security Cameras	68901	40,000	42,000	44,100	46,305	48,620
		-	-	-	-	-
TOTAL EXPENSES		209,206	153,650	159,644	165,908	182,453
Ending Balance*		\$ 115,277	\$ 117,259	\$ 128,808	\$ 151,214	\$ 175,906

Avg. Annual Assessment by Home Value:

Value	Yrly Assmnt.		
\$150,000	\$ 120		
\$250,000	\$ 200		
\$350,000	\$ 280	Avg. Property Value:	\$ 315,810
\$450,000	\$ 360	Avg. Property Assessment:	\$ 253
\$550,000	\$ 440	No. of Properties:	560

*Future wall replacement



ADDENDUM CONTAINING NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO City of Grand Prairie, TEXAS CONCERNING THE FOLLOWING PROPERTY

(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to City of Grand Prairie, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within Country Club Park PID (the "District") created under Subchapter A, Chapter 372, Local Government Code (insert name of municipality or county levying assessment), Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within Country Club Park PID (the "District") created under Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Grand Prairie (insert name of municipality or county, as applicable). The exact amount of each annual installment will be approved each year by Grand Prairie City Council (insert name of city council or county commissioners court, as applicable) in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from City of Grand Prairie (insert name of municipality or county, as applicable).

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Signature of Seller Date Signature of Seller Date

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Signature of Buyer Date Signature of Buyer Date



This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC No. 53-0.

Exhibit B

Grand Prairie Public Improvement District No. 13

Advisory Board Members

2022-2023 Fiscal Year

Richard Caskey – President

Deon Dean - Vice President

Meagan Litton - Secretary/Treasurer

Ada French

Lincoln Dean

Rachel Bible

Ray Bush

Sherry Easley

Danielle Glover



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 09-20-2022

REQUESTER: Lee Harriss

PRESENTER: Lee Harriss, Special District Administrator
Crescent Heights PID (City Council District 2)

TITLE:

- a. Public Hearing - Service Plan – Assessment Plan, Roll and Rate;
- b. Adoption of the Crescent Heights PID 5-year Service Plan;
- c. Ordinance approving the service plan, assessment plan, roll and rate;
- d. PID Board Membership

RECOMMENDED ACTION: Approve

ANALYSIS:

Chapter 372 of the Local Government Code requires the City to annually review and approve the PID five-year service plan and adopt an assessment plan, which includes the roll and rate for annual assessments within the PID. The Advisory Board has updated the five-year service plan and the assessment plan, which outlines the assessments, maintenance, and improvements planned for each year.

The PID budget for the 2023 fiscal year is \$20,314. This will be funded by the City, which will transfer \$1,588 to the PID, and \$20,686 will be funded via an assessment rate of \$0.16 per \$100 of appraised real property value within the PID. The funds generated provide for annual maintenance and improvements within the PID boundaries. The proposed budget will continue the basic maintenance and improvements. The recommended PID Advisory Board membership for 2023 is attached along with the “Addendum Containing Notice of Obligation to Pay Improvement District Assessment”.

FINANCIAL CONSIDERATION:

The recommended assessment rate for the PID is \$0.16 per \$100 of appraised real property value within the PID. The estimated budget for the 2023 fiscal year is \$20,314, which includes a reimbursement of \$1,588 for right of way maintenance, which would otherwise be performed by the City, from the Parks and Recreation General Fund MMDC.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED IMPROVEMENTS ORDERED IN CONNECTION WITH THE GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 18 (CRESCENT HEIGHTS), APPROVING THE FIVE YEAR SERVICE PLAN, SETTING AND LEVYING THE ASSESSMENT PLAN, ROLL, AND RATE, AND AUTHORIZING THE

PROPER OFFICIALS OF THE CITY TO DO AND PERFORM CERTAIN ACTS IN CONNECTION WITH THE SERVICE PLAN

WHEREAS, on April 21, 2020, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given notice as required by law and an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the establishment of the Public Improvement District; and

WHEREAS, by Resolution No. 5078-2020, duly passed on April 21, 2020, this City Council established Grand Prairie Public Improvement District No. 18 (Crescent Heights PID); and

WHEREAS, on September 20, 2022, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements on accounts of any matter or thing in the discretion of this governing body; and

WHEREAS, on September 20, 2022, this Council closed the public hearing and, by this ordinance, levies the assessment in the recommended amounts as a special assessment against the property located in the Grand Prairie Public Improvement District No. 18 and the owners thereof; and

WHEREAS, the City Council has established the Grand Prairie Public Improvement District No. 18, which by Statute, allows for the establishment of an Advisory Board (attached as Exhibit B) to oversee and make recommendations to the City Council regarding planning, operations, setting assessments and disbursement of funds generated by the assessments; and

WHEREAS, the City Council hereby approves and adopts the Five Year Service Plan (attached as Exhibit A-1 and A-2) and sets and levies the assessment plan, roll, and rate as recommended by the Advisory Board.

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

SECTION 1. THAT the recitals and findings above are true and correct and are included in this ordinance as if fully set forth herein.

SECTION 2. THAT the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and improvements identified within the Five Year Service Plan, adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

SECTION 3. THAT the City Manager and City Secretary or their designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance; and that all prerequisites to the fixing of the assessments against the property within the Grand Prairie Public Improvement District No. 18 and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

SECTION 4. THAT an assessment rate of \$0.16 per \$100 of appraised value on all real properties within the Grand Prairie Public Improvement District No. 18 in accordance with the records of the Dallas Central Appraisal District shall be levied as a special assessment on the property.

SECTION 5. THAT the method of payment of the assessment shall be in a single lump sum payment upon receipt of the assessment notice, which is due October 1, 2022, and becomes delinquent on February 1, 2023, with the following interest rates: February 2023, 6%; March 2023, 7%; April 2023, 8%; May 2023, 9%; June 2023, 10%; and July 2023, 12%. Any assessment remaining unpaid on July 1, 2023, shall accrue an additional penalty for collection costs. The penalty shall be 20% of the amount of assessment, penalty, and interest due. A delinquent assessment accrues interest increasing at the rate of 1% for each additional month or portion of a month the assessment remains unpaid.

SECTION 6. THAT a lien shall be established against each affected property within the district on the date the assessment is due and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district, or city ad valorem taxes.

SECTION 7. THAT the Chief Financial Officer or his/her designee is authorized to review and approve the expenditures recommended by the Public Improvement District Advisory Board for goods and services procured by the District.

SECTION 8. THAT this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Grand Prairie, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 9. THAT if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 10. THAT 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 liability as a result of any fact required or permitted in the discharge of his said duties.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20TH DAY OF SEPTEMBER 2022.

Exhibit A
GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 18
Crescent Heights
Five Year Service Plan 2023 - 2027 BUDGET

Income based on Assessment Rate of \$0.16 per \$100 of appraised value.
 The FY 2022 rate was \$0.16 per \$100 of appraised value
 Service Plan projects a 10% increase in assessed value per year.

INCOME:		Value	Assess Rate	Revenue		
Appraised Value		\$12,928,850	\$ 0.16	\$ 20,686		
		2023	2024	2025	2026	2027
Estimated No. of Improved Properties		72	80	89	89	89
Estimated No. of Unimproved Properties**		17	9	-	-	-
Beginning Balance (Estimated)		\$ 2,000	\$ 3,960	\$ 7,179	\$ 17,299	\$ 31,245
Description	Acct. No.					
P.I.D. Assessment	42620	\$ 20,686	\$ 37,900	\$ 45,488	\$ 50,037	\$ 55,041
City Contribution	49780	1,588	1,588	1,588	1,588	1,588
TOTAL INCOME		\$ 22,274	\$ 39,488	\$ 47,076	\$ 51,625	\$ 56,629
Amount Available		\$ 24,274	\$ 43,448	\$ 54,255	\$ 68,924	\$ 87,874

EXPENSES:		2023	2024	2025	2026	2027
Description						
Office Supplies	60020	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
Decorations	60132	1,000	1,000	1,000	1,000	1,000
Beautification	60490	3,000	5,000	5,000	5,000	5,000
Wall Maintenance	60776	1,000	1,000	1,000	1,000	1,000
Mowing Contractor	61225	11,000	11,550	12,128	12,734	13,371
Collection Service (\$2.90/Acct)	61380	264	264	264	264	264
Misc.	61485	500	500	500	500	500
Postage	61520	100	100	100	100	100
Electric Power	62030	200	210	221	232	243
Water Utility	62035	1,600	1,680	1,764	1,852	1,945
Streets,Roads,Highway Maint.*	63030	-	12,300	12,300	12,300	12,300
Irrigation System Maint.	63065	1,000	1,000	1,000	1,000	1,000
Roadway Markings/Signs Maint	63115	-	1,000	1,000	1,000	1,000
Decorative Lighting Maintenance	63146	250	250	250	250	250
Property Insurance Premium	64080	200	210	221	232	243
Liability Insurance Premium	64090	100	105	110	116	122
		-	-	-	-	-
TOTAL EXPENSES		\$ 20,314	\$ 36,269	\$ 36,957	\$ 37,679	\$ 38,437
Ending Balance*		\$ 3,960	\$ 7,179	\$ 17,299	\$ 31,245	\$ 49,437

Avg. Annual Assessment by Home Value:

Value	Yrly Assmnt.		
\$50,000	\$ 80		
\$100,000	\$ 160	Avg. Improved Property Value:	\$ 264,000
\$150,000	\$ 240	Avg. Unimproved Property Value:	\$ 46,000
\$200,000	\$ 320	Avg. Impr. Property Assessment:	\$ 422
\$250,000	\$ 400	No. of Properties (at completion):	91
\$300,000	\$ 480		

*The estimated cost to reconstruct ½ of the roadway along the property lines with 8" of concrete paving would be approximately \$350,000; an annual maintenance cost would be 10% of that or \$35,000 per year.
 The estimated cost to reconstruct ½ of the roadway along the property lines with 6" of concrete paving would be approximately \$123,000; an annual maintenance cost would be 10% of that or \$12,300 per year.
 There are two common areas that are not included in this total.



**ADDENDUM CONTAINING NOTICE OF OBLIGATION
TO PAY IMPROVEMENT DISTRICT
ASSESSMENT TO City of Grand Prairie, TEXAS
(insert name of municipality or county levying assessment)
CONCERNING THE FOLLOWING PROPERTY**

(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to City of Grand Prairie, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within Crescent Heights PID (the "District") created under Subchapter A, Chapter 372, Local Government Code (insert name of public improvement district) (insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable).

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Grand Prairie (insert name of municipality or county, as applicable). The exact amount of each annual installment will be approved each year by Grand Prairie City Council (insert name of city council or county commissioners court, as applicable) in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from City of Grand Prairie (insert name of municipality or county, as applicable).

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Signature of Seller _____ Date _____ Signature of Seller _____ Date _____

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Signature of Buyer _____ Date _____ Signature of Buyer _____ Date _____



This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC No. 53-0.

Exhibit B

Grand Prairie Public Improvement District No. 18

Advisory Board Members

2022-2023 Fiscal Year

Yigal Lelah

Cynthia Olivia

Ronny Arbov



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 09-20-2022

REQUESTER: Lee Harriss

PRESENTER: Lee Harriss, Special District Administrator
Fairway Bend PID (City Council District 1)

TITLE:

- a. Public Hearing - Service Plan - Assessment Plan, Roll and Rate;
- b. Adoption of the Fairway Bend PID 5-year Service Plan;
- c. Ordinance Approving the Service Plan, Assessment Plan, Roll and Rate;
- d. PID Advisory Board Membership

RECOMMENDED ACTION: Approve

ANALYSIS:

Chapter 372 of the Local Government Code requires the City to annually review and approve the PID five-year service plan and adopt an assessment plan, which includes the roll and rate for annual assessments within the PID. The Advisory Board has updated the recommended five-year service plan and the assessment plan, which outlines the assessments, maintenance, and improvements planned for each year.

The PID budget for the 2023 fiscal year is \$19,580. This will be funded by the City, which will transfer \$1,772 to the PID, and \$27,039 will be funded via an assessment of \$0.19 per \$100 on appraised real property within the PID. The funds generated provide for annual maintenance within the PID boundaries. The proposed budget will continue the basic maintenance and improvements from the previous year. The recommended PID Advisory Board membership for 2023 is attached along with the "Addendum Containing Notice of Obligation to Pay Improvement District Assessment."

FINANCIAL CONSIDERATION:

The recommended assessment rate for the PID is \$0.19 per \$100 of appraised real property value within the PID. The estimated budget for the 2023 fiscal year is \$19,580, which includes a reimbursement of \$1,772 for right of way maintenance, which would otherwise be performed by the City, from the Parks and Recreation General Fund MMDC.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED IMPROVEMENTS ORDERED IN CONNECTION WITH THE GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 3

(FAIRWAY BEND), APPROVING THE FIVE YEAR SERVICE PLAN, SETTING AND LEVYING THE ASSESSMENT PLAN, ROLL, AND RATE, AND AUTHORIZING THE PROPER OFFICIALS OF THE CITY TO DO AND PERFORM CERTAIN ACTS IN CONNECTION WITH THE SERVICE PLAN

WHEREAS, on August 19, 1997, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the establishment of the Public Improvement District; and

WHEREAS, by Resolution No. 3463, duly passed on August 19, 1997, this City Council established Grand Prairie Public Improvement District No. 3 (Fairway Bend PID); and

WHEREAS, on September 20, 2022, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given notice as required by law and an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements on accounts of any matter or thing in the discretion of this governing body; and

WHEREAS, on September 20, 2020, the City Council closed the public hearing and by this ordinance levies the assessment as a special assessment against property and the owners thereof in the recommended amounts in the Grand Prairie Public Improvement District No. 3; and

WHEREAS, the City Council has established the Grand Prairie Public Improvement District No. 3, which by statute, allows for the establishment of an Advisory Board (attached as Exhibit B) to oversee and make recommendations to the City Council regarding planning, operations, setting assessments and disbursement of funds generated by the assessments; and

WHEREAS, the City Council hereby approves and adopts the Five Year Service Plan (attached as Exhibit A-1 and A-2) and sets and levies the assessment plan, roll, and rate as recommended by the Advisory Board.

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

SECTION 1. THAT the recitals and findings above are true and correct and are included in this ordinance as if fully set forth herein.

SECTION 2. THAT the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and improvements identified within the Five Year Service Plan, adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

SECTION 3. THAT the City Manager and City Secretary or their designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance; and that all prerequisites to the fixing of the assessments against the property within the Grand Prairie Public Improvement District No. 3 and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

SECTION 4. THAT an assessment rate of \$0.19 per \$100 of appraised value on all real properties within the Grand Prairie Public Improvement District No. 3 in accordance with the records of the Tarrant Appraisal District shall be levied as a special assessment on the property.

SECTION 5. THAT the method of payment of the assessment shall be in a single lump sum payment upon receipt of the assessment notice, which is due October 1, 2022, and becomes delinquent on February 1, 2023, with the following interest rates: February 2023, 6%; March 2023, 7%; April 2023, 8%; May 2023, 9%; June 2023, 10%; and July 2023, 12%. Any assessment remaining unpaid on July 1, 2023, shall accrue an additional penalty for collection costs. The penalty shall be 20% of the amount of assessment, penalty, and interest due. A delinquent assessment accrues interest increasing at the rate of 1% for each additional month or portion of a month the assessment remains unpaid.

SECTION 6. THAT a lien shall be established against each affected property within the district on the date the assessment is due, and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district, or city ad valorem taxes.

SECTION 7. THAT the Chief Financial Officer or his/her designee is authorized to review and approve the expenditures recommended by the Public Improvement District Advisory Board for goods and services procured by the District.

SECTION 8. THAT this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Grand Prairie, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 9. THAT if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 10. THAT 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 liability as a result of any fact required or permitted in the discharge of his said duties.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20TH DAY OF SEPTEMBER 2022.

Exhibit A
GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 3
Fairway Bend
Five Year Service Plan 2023 - 2027 BUDGET

Income based on Assessment Rate of \$0.19 per \$100 of appraised value.

The FY 2022 rate was \$0.19 per \$100 of appraised value

Service Plan projects a 10% increase in assessed value per year.

INCOME:	Value	Assess Rate	Revenue			
Appraised Value	\$14,231,133	\$ 0.19	\$ 27,039			
Description	Account	2023	2024	2025	2026	2027
Beginning Balance (Estimated)		\$ 22,000	\$ 31,231	\$ 42,463	\$ 55,932	\$ 1,899
P.I.D. Assessment	42620	\$ 27,039	\$ 29,743	\$ 32,717	\$ 35,989	\$ 39,588
City Contribution	49780	1,772	1,772	1,772	1,772	1,772
TOTAL INCOME		\$ 28,811	\$ 31,515	\$ 34,489	\$ 37,761	\$ 41,360
Amount Available		\$ 50,811	\$ 62,746	\$ 76,953	\$ 93,693	\$ 43,259
EXPENSES:						
Description		2023	2024	2025	2026	2027
Decorations	60132	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200
Beautification	60490	4,000	4,000	4,000	4,000	4,000
Wall Maintenance	60776	1,200	1,200	1,200	1,200	1,200
Mowing Contractor	61225	13,860	14,553	15,281	16,045	16,847
Collection Service (\$3.10/Acct)	61380	130	130	130	130	130
Misc.	61485	-	-	-	-	-
Postage	61520	-	-	-	-	-
Electric Power	62030	-	-	-	-	-
Water Utility	62035	-	-	-	-	-
Irrigation System Maint.	63065	-	-	-	-	-
Decorative Lighting Maintenance	63146	-	-	-	-	-
Property Insurance Premium	64080	150	158	165	174	182
Liability Insurance Premium	64090	40	42	44	46	49
Fencing	68061	-	-	-	70,000	-
Lighting	68637	-	-	-	-	-
TOTAL EXPENSES		19,580	\$ 20,283	\$ 21,020	\$ 91,795	\$ 22,608
Ending Balance**		\$ 31,231	\$ 42,463	\$ 55,932	\$ 1,899	\$ 20,651

Avg. Annual Assessment by Home Value:

Value	Yrly Assmnt.		
\$200,000	\$ 380		
\$250,000	\$ 475		
\$300,000	\$ 570	Avg. Property Value:	\$ 338,837
\$350,000	\$ 665	Avg. Property Assessment:	\$ 644
\$400,000	\$ 760	No. of Properties:	42
\$450,000	\$ 855		

** Future fence replacements \$70,000 (estimated)

Exhibit B
Grand Prairie Public Improvement District No. 3
Advisory Board Members
2022-2023 Fiscal Year

Michael Ferris - President

Cheryl Blasdel

David Lugenbeel

Teresa Guinn

Vacant



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 09-20-2022

REQUESTER: Lee Harriss

PRESENTER: Lee Harriss, Special District Administrator
Forum Estates PID (City Council District 2)

TITLE:

- a. Public Hearing - Service Plan - Assessment Plan, Roll and Rate;
- b. Adoption of the Forum Estates PID 5-year Service Plan;
- c. Ordinance Approving the Service Plan, Assessment Plan, Roll and Rate;
- d. PID Advisory Board Membership

RECOMMENDED ACTION: Approve

ANALYSIS:

Chapter 372 of the Local Government Code requires the City to annually review and approve the PID five-year service plan and adopt an assessment plan, which includes the roll and rate for annual assessments within the PID. The Advisory Board has updated the recommended five-year service plan and the assessment plan, which outlines the assessments, maintenance, and improvements planned for each year.

The PID budget for the 2023 fiscal year is \$558,529. This will be funded by the City, which will transfer \$37,169 to the PID, by the Cimmaron Estates HOA, which will transfer approximately \$3,200 to the PID, with the use of fund balance, \$110,000, and \$512,195 will be funded via an assessment of \$0.10 per \$100 of appraised real property value within the PID.

The assessment rate is decreasing from \$0.12 per \$100 of appraised real property value to \$0.10 per \$100 of appraised real property value. The funds generated provide for annual maintenance within the PID boundaries. The proposed budget will continue the basic maintenance and improvements from the previous year.

The recommended PID Advisory Board membership for 2023 is attached along with the Addendum Containing Notice of Obligation to Pay Improvement District Assessment.

FINANCIAL CONSIDERATION:

The recommended assessment rate for the PID is \$0.10 per \$100 of appraised real property value within the PID. The estimated budget for the 2023 fiscal year is \$558,529, which includes a reimbursement of \$37,169 for right of way maintenance, which would otherwise be performed by the City, from the Parks and Recreation General Fund MMDC.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED IMPROVEMENTS ORDERED IN CONNECTION WITH THE GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 5 (FORUM ESTATES), APPROVING THE FIVE YEAR SERVICE PLAN, SETTING AND LEVYING THE ASSESSMENT PLAN, ROLL, AND RATE, AND AUTHORIZING THE PROPER OFFICIALS OF THE CITY TO DO AND PERFORM CERTAIN ACTS IN CONNECTION WITH THE SERVICE PLAN

WHEREAS, on September 18, 2001, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the establishment of the Public Improvement District; and

WHEREAS, by Resolution No. 3775, duly passed on September 18, 2001, this City Council established Grand Prairie Public Improvement District No. 5 (Forum Estates PID); and

WHEREAS, on September 20, 2022, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given notice as required by law and an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of or of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements on accounts of any matter or thing in the discretion of this governing body; and

WHEREAS, on September 20, 2022, the City Council closed the public hearing and by this ordinance levies the assessment as a special assessment against property and the owners thereof in the recommended amounts in the Grand Prairie Public Improvement District No. 5; and

WHEREAS, the City Council has established the Grand Prairie Public Improvement District No. 5, which by Statute, allows for the establishment of an Advisory Board (attached as Exhibit B) to oversee and make recommendations to the City Council regarding planning, operations, setting assessments and disbursement of funds generated by the assessments; and

WHEREAS, the City Council hereby approves and adopts the Five Year Service Plan (attached as Exhibit A-1 and A-2) and sets and levies the assessment plan, roll, and rate as recommended by the Advisory Board.

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

SECTION 1. THAT the recitals and findings above are true and correct and are included in this ordinance as if fully set forth herein.

SECTION 2. THAT the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and improvements identified within the Five Year Service Plan, adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

SECTION 3. THAT the City Manager and City Secretary or their designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance; and that all prerequisites to the fixing of the assessments against the property within the Grand Prairie Public Improvement District No. 5 and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

SECTION 4. THAT an assessment rate of \$0.10 per \$100 of appraised value on all real properties within the Grand Prairie Public Improvement District No. 5 in accordance with the records of the Tarrant Appraisal District shall be levied as a special assessment on the property.

SECTION 5. THAT the method of payment of the assessment shall be in a single lump sum payment upon receipt of the assessment notice, which is due October 1, 2022, and becomes delinquent on February 1, 2023, with the following interest rates: February 2023, 6%; March 2023, 7%; April 2023, 8%; May 2023, 9%; June 2023, 10%; and July 2023, 12%. Any assessment remaining unpaid on July 1, 2023, shall accrue an additional penalty for collection costs. The penalty shall be 20% of the amount of assessment, penalty, and interest due. A delinquent assessment accrues interest increasing at the rate of 1% for each additional month or portion of a month the assessment remains unpaid.

SECTION 6. THAT a lien shall be established against each affected property within the district on the date the assessment is due, and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district, or city ad valorem taxes.

SECTION 7. THAT the Chief Financial Officer or his/her designee is authorized to review and approve the expenditures recommended by the Public Improvement District Advisory Board for goods and services procured by the District.

SECTION 8. THAT this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Grand Prairie, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 9. THAT if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 10. THAT 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 liability as a result of any action required or permitted in the discharge of his said duties.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20TH DAY OF SEPTEMBER 2022.

Exhibit A
GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 5
Forum Estates
Five Year Service Plan 2023 - 2027 BUDGET

Income based on Assessment Rate of \$0.10 per \$100 of appraised value.
 The FY 2022 rate was \$0.12 per \$100 of appraised value
 Service Plan projects a 10% increase in assessed value per year.

INCOME:		Value	Assess Rate	Revenue		
Appraised Value		\$512,194,583	\$ 0.10	\$ 512,195		
Description	Account	2023	2024	2025	2026	2027
Beginning Balance (Estimated)		\$ 300,000	\$ 294,034	\$ 121,584	\$ 311,463	\$ 635,225
P.I.D. Assessment	42620	\$ 512,195	\$ 563,414	\$ 619,755	\$ 681,731	\$ 749,904
Devlpr Particip/Projects*	46110	3,200	3,200	3,200	3,200	3,200
City Contribution	49780	37,169	37,169	37,169	37,169	37,169
TOTAL INCOME		\$ 552,564	\$ 603,783	\$ 660,124	\$ 722,100	\$ 790,273
Amount Available		\$ 852,564	\$ 897,818	\$ 781,709	\$ 1,033,563	\$ 1,425,498

EXPENSES:		2023	2024	2025	2026	2027
Description						
Office Supplies	60020	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
Decorations	60132	22,500	22,500	22,500	22,500	22,500
Beautification	60490	100,000	75,000	100,000	100,000	100,000
Wall Maintenance	60776	20,000	20,000	20,000	20,000	20,000
Professional Engineering Svc**	61041	5,000	-	-	-	-
Mowing Contractor	61225	111,812	117,402	123,272	129,436	135,908
Website	61315	350	368	386	405	425
Collection Service (\$3.10/Acct)	61380	4,693	4,693	4,693	4,693	4,693
Misc.	61485	2,000	2,000	2,000	2,000	2,000
Admin./Management	61510	11,124	11,680	12,264	12,877	13,521
Postage	61520	100	100	100	100	100
Electric Power	62030	2,800	2,940	3,087	3,241	3,403
Water Utility	62035	28,000	29,400	30,870	32,414	34,034
Mailbox Maintenance	63042	5,000	5,000	5,000	5,000	5,000
Irrigation System Maint.	63065	20,000	20,000	20,000	20,000	20,000
Roadway Markings/Signs***	63115	104,100	340,000	3,000	3,000	3,000
Decorative Lighting Maintenance	63146	9,000	9,000	9,000	9,000	9,000
Property Insurance Premium	64080	2,500	2,625	2,756	2,894	3,039
Liability Insurance Premium	64090	1,500	1,575	1,654	1,736	1,823
Fencing	68061	-	-	-	-	-
Row/Easement Title Purchase	68091	-	-	-	-	-
Lease Payment-Security Cameras	68901	25,000	26,250	27,563	28,941	30,388
Int. Exp. Bonds	91070	7,950	5,600	2,000	-	-
Princpl. Pmts. Bonds	95015	75,000	80,000	80,000	-	-
TOTAL EXPENSES		\$ 558,529	\$ 776,233	\$ 470,245	\$ 398,338	\$ 408,935
Ending Balance****		\$ 294,034	\$ 121,584	\$ 311,463	\$ 635,225	\$ 1,016,563

Avg. Annual Assessment by Home Value:

Value	Yrly Assmnt.		
\$100,000	\$ 100		
\$200,000	\$ 200		
\$300,000	\$ 300	Avg. Property Value:	\$ 338,306
\$400,000	\$ 400	Avg. Property Assessment:	\$ 338
\$500,000	\$ 500	No. of Properties:	1,514

*Reimbursement for additional holiday decorations.
 **Reserve Study
 ***Wrought iron street signs
 ****Fence replacements

Exhibit B

Grand Prairie Public Improvement District No. 5

Advisory Board Members

2022-2023 Fiscal Year

John Sittmann – President

Chandra Charles - Vice President

Joe Tarrant - Secretary/Treasurer

Shawn Connor

Troy Thorn



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 09-20-2022

REQUESTER: Lee Harriss

PRESENTER: Lee Harriss, Special District Administrator
Greenway Trails PID (City Council District 6)

TITLE:

- a. Public Hearing - Service Plan – Assessment Plan, Roll and Rate;
- b. Adoption of the Greenway Trails PID 5-year Service Plan;
- c. Ordinance approving the service plan, assessment plan, roll and rate;
- d. PID Board Membership

RECOMMENDED ACTION: Approve

ANALYSIS:

Chapter 372 of the Local Government Code requires the City to annually review and approve the PID five-year service plan and adopt an assessment plan, which includes the roll and rate for annual assessments within the PID. The Advisory Board has updated the recommended five-year service plan and the assessment plan, which outlines the assessments, maintenance, and improvements planned for each year.

The PID budget for the 2023 fiscal year is \$250,018. This will be funded by the City, which will transfer \$2,057 to the PID, and \$259,876 will be funded via an assessment rate of \$0.20 per \$100 of appraised real property value within the PID. The funds generated provide for annual maintenance and improvements within the PID boundaries. The proposed budget will continue the basic maintenance and improvements. The recommended PID Advisory Board membership for 2023 is attached along with the “Addendum Containing Notice of Obligation to Pay Improvement District Assessment”.

FINANCIAL CONSIDERATION:

The recommended assessment rate for the PID is \$0.20 per \$100 of appraised real property value within the PID. The estimated budget for the 2023 fiscal year is \$250,018, which includes a reimbursement of \$2,057 for right of way maintenance, which would otherwise be performed by the City, from the Parks and Recreation General Fund MMDC.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED IMPROVEMENTS ORDERED IN CONNECTION WITH THE GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 19 (GREENWAY TRAILS), APPROVING THE FIVE YEAR SERVICE PLAN, SETTING AND

LEVYING THE ASSESSMENT PLAN, ROLL, AND RATE, AND AUTHORIZING THE PROPER OFFICIALS OF THE CITY TO DO AND PERFORM CERTAIN ACTS IN CONNECTION WITH THE SERVICE PLAN

WHEREAS, on May 19, 2020, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the establishment of the Public Improvement District; and

WHEREAS, by Resolution No. 5081-2020, duly passed on May 19, 2020, this City Council established Grand Prairie Public Improvement District No. 19 (Greenway Trails PID); and

WHEREAS, on September 20, 2022, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given notice as required by law and an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements on accounts of any matter or thing in the discretion of this governing body; and

WHEREAS, on September 20, 2022, this Council closed the public hearing and, by this ordinance, levies the assessment in the recommended amounts as a special assessment against the property located in the Grand Prairie Public Improvement District No. 19 and the owners thereof; and

WHEREAS, the City Council has established the Grand Prairie Public Improvement District No. 19, which by Statute, allows for the establishment of an Advisory Board (attached as Exhibit B) to oversee and make recommendations to the City Council regarding planning, operations, setting assessments and disbursement of funds generated by the assessments; and

WHEREAS, the City Council thereby approves and adopts the Five Year Service Plan (attached as Exhibit A-1 and A-2) and sets and levies the assessment plan, roll, and rate as recommended by the Advisory Board;

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

SECTION 1. THAT the recitals and findings above are true and correct and are included in this ordinance as if fully set forth herein.

SECTION 2. THAT the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and improvements identified within the Five Year Service Plan, adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

SECTION 3. THAT the City Manager and City Secretary or their designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance; and that all prerequisites to the fixing of the assessments against the property within the Grand Prairie Public Improvement District No. 19 and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

SECTION 4. THAT an assessment rate of \$0.20 per \$100 of appraised value on all real properties within the Grand Prairie Public Improvement District No. 19 in accordance with the records of the Ellis Appraisal District shall be levied as a special assessment on the property.

SECTION 5. THAT the method of payment of the assessment shall be in a single lump sum payment upon receipt of the assessment notice, which is due October 1, 2022, and becomes delinquent on February 1, 2023, with the following interest rates: February 2023, 6%; March 2023, 7%; April 2023, 8%; May 2023, 9%; June 2023, 10%; and July 2023, 12%. Any assessment remaining unpaid on July 1, 2023, shall accrue an additional penalty for collection costs. The penalty shall be 20% of the amount of assessment, penalty, and interest due. A delinquent assessment accrues interest increasing at the rate of 1% for each additional month or portion of a month the assessment remains unpaid.

SECTION 6. THAT a lien shall be established against each affected property within the district on the date the assessment is due and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district, or city ad valorem taxes.

SECTION 7. THAT the Chief Financial Officer or his/her designee is authorized to review and approve the expenditures recommended by the Public Improvement District Advisory Board for goods and services procured by the District.

SECTION 8. THAT this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Grand Prairie, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 9. THAT if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 10. THAT 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 liability as a result of any action required or permitted in the discharge of his said duties.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20TH OF SEPTEMBER 2022.

Exhibit A
GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 19
Greenway Trails
Five Year Service Plan 2023 - 2027 BUDGET

Income based on Assessment Rate of \$0.20 per \$100 of appraised value.
The FY 2022 rate was \$0.20 per \$100 of appraised value
Service Plan projects a 10% increase in assessed value per year.

INCOME:	Value	Assess Rate	Revenue		
Appraised Value	\$129,938,059	\$ 0.20	\$ 259,876		
	2023	2024	2025	2026	2027
Estimated No. of New Homes Built by Year	256	108	131	104	-
Estimated Total No. of Improved Properties	308	416	547	651	651
Estimated No. of Unimproved Properties	343	235	104	-	-
Total No. of Properties	651	651	651	651	651
Beginning Balance (Estimated)	\$ 1,000	\$ 12,915	\$ 141,895	\$ 286,821	\$ 423,624
Description	Acct. No.				
P.I.D. Assessment	42620	\$ 259,876	\$ 414,131	\$ 462,706	\$ 501,270
City Contribution	49780	2,057	2,057	2,057	2,057
TOTAL INCOME		\$ 261,933	\$ 416,188	\$ 464,763	\$ 503,327
Amount Available		\$ 262,933	\$ 429,103	\$ 606,658	\$ 790,148
EXPENSES:					
Description		2023	2024	2025	2026
Office Supplies	60020	\$ 600	\$ 600	\$ 600	\$ 600
Decorations	60132	10,000	15,000	15,000	15,000
Beautification	60490	10,000	10,000	10,000	45,000
Graffiti Cleanup	60775	1,000	1,000	1,000	1,000
Wall Maintenance	60776	1,000	1,000	5,000	5,000
Mowing Contractor	61225	121,000	127,050	133,403	140,073
Collection Service (\$3.10/Acct)	61380	2,018	2,018	2,018	2,018
Misc.	61485	500	500	10,000	10,000
Admin./Management	61510	18,000	18,900	18,900	18,900
Postage	61520	600	600	600	600
Electric Power	62030	12,000	24,310	25,526	26,802
Water Utility	62035	50,000	52,500	55,125	57,881
Pond Maintenance-Aquatic	63038	13,200	16,000	16,800	17,640
Pond Maintenance-Equipment	63039	5,000	10,000	10,000	10,000
Irrigation System Maint.	63065	1,000	2,000	10,000	10,000
Playgrounds/Picnic Areas Maint	63135	1,000	1,000	1,000	1,000
Decorative Lighting Maintenance	63146	500	2,000	2,000	2,000
Property Insurance Premium	64080	1,400	1,470	1,544	1,621
Liability Insurance Premium	64090	1,200	1,260	1,323	1,389
Fencing		-	-	-	-
TOTAL EXPENSES		\$ 250,018	\$ 287,208	\$ 319,838	\$ 366,524
Ending Balance*		\$ 12,915	\$ 141,895	\$ 286,821	\$ 423,624

Avg. Annual Assessment by Home Value:

Value	Yrly Assmnt.		
\$100,000	\$ 200	Est. Property Value (Completed Constr.):	\$ 385,000
\$200,000	\$ 400	Avg. Est. Property Value (Unimproved):	\$ 52,230
\$300,000	\$ 600	Avg. Property Value:	\$ 199,598
\$400,000	\$ 800	Avg. Assessment:	\$ 399
\$500,000	\$ 1,000	No. of Properties:	651
\$600,000	\$ 1,200		
\$700,000	\$ 1,400		

* Future Fence Replacement

Exhibit B

Grand Prairie Public Improvement District No. 19

Advisory Board Members

2022-2023 Fiscal Year

Justin Bosworth – President

April Avery – Vice President

Katie Sabin – Secretary/Treasurer



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 09-20-2022

REQUESTER: Lee Harriss

PRESENTER: Lee Harriss, Special District Administrator
High Hawk PID (City Council Districts 4 and 6)

TITLE:

- a. Public Hearing - Service Plan – Assessment Plan, Roll and Rate;
- b. Adoption of the High Hawk PID 5-year Service Plan;
- c. Ordinance Approving the Service Plan, Assessment Plan, Roll and Rate;
- d. PID Advisory Board Membership

RECOMMENDED ACTION: Approve

ANALYSIS:

Chapter 372 of the Local Government Code requires the City to annually review and approve the PID five-year service plan and adopt an assessment plan, which includes the roll and rate for annual assessments within the PID. The Advisory Board has updated the recommended five-year service plan and the assessment plan, which outlines the assessments, maintenance, and improvements planned for each year.

The estimated expenditures for the 2023 fiscal year are \$444,093. This will be funded with the use of fund balance, \$761,000, by the City, which will transfer \$4,035 to the PID, and \$432,517 will be funded via an assessment of \$0.18 per \$100 of appraised real property value within the PID.

The funds provide for annual maintenance within the PID boundaries. The proposed budget will provide the basic maintenance and improvements from the previous year. The recommended PID Advisory Board membership for 2023 is attached along with the “Addendum Containing Notice of Obligation to Pay Improvement District Assessment”.

FINANCIAL CONSIDERATION:

The recommended assessment rate for the PID is \$0.18 per \$100 of appraised real property value within the PID. The estimated budget for the 2023 fiscal year is \$444,093, which includes a reimbursement of \$4,035 for right of way maintenance, which would otherwise be performed by the City, from the Parks and Recreation General Fund MMDC.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED IMPROVEMENTS ORDERED IN CONNECTION WITH THE GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 9 (HIGH HAWK), APPROVING THE FIVE YEAR SERVICE PLAN, SETTING AND LEVYING THE ASSESSMENT PLAN, ROLL, AND RATE, AND AUTHORIZING THE PROPER OFFICIALS OF THE CITY TO DO AND PERFORM CERTAIN ACTS IN CONNECTION WITH THE SERVICE PLAN

WHEREAS, on July 20, 2004, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the establishment of the Public Improvement District; and

WHEREAS, by Resolution No. 4004, duly passed on July 20, 2004, this City Council established Grand Prairie Public Improvement District No. 9 (High Hawk); and

WHEREAS, on September 20, 2022, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given notice as required by law and an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of or of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements on accounts of any matter or thing in the discretion of this governing body; and

WHEREAS, on September 20, 2022, the City Council closed the public hearing and by this ordinance levies the assessment as a special assessment against property and the owners thereof in the recommended amounts in the Grand Prairie Public Improvement District No. 9; and

WHEREAS, the City Council has established the Grand Prairie Public Improvement District No. 9, which by statute, allows for the establishment of an Advisory Board (attached as Exhibit B) to oversee and make recommendations to the City Council regarding planning, operations, setting assessments and disbursement of funds generated by the assessments; and

WHEREAS, the City Council hereby approves and adopts the Five Year Service Plan (attached as Exhibit A-1 and A-2) and sets and levies the assessment plan, roll, and rate as recommended by the Advisory Board.

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

SECTION 1. THAT the recitals and findings above are true and correct and are included in this ordinance as if fully set forth herein.

SECTION 2. THAT the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and improvements identified within the Five Year Service Plan, adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

SECTION 3. THAT the City Manager and City Secretary or their designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance; and that all prerequisites

to the fixing of the assessments against the property within the Grand Prairie Public Improvement District No. 9 and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

SECTION 4. THAT an assessment rate of \$0.18 per \$100 of appraised value on all real properties within the Grand Prairie Public Improvement District No. 9 in accordance with the records of the Dallas Central Appraisal District and the Tarrant Appraisal District shall be levied as a special assessment on the property.

SECTION 5. THAT the method of payment of the assessment shall be in a single lump sum payment upon receipt of the assessment notice, which is due October 1, 2022, and becomes delinquent on February 1, 2023, with the following interest rates: February 2023 6%; March 2023, 7%; April 2023, 8%; May 2023, 9%; June 2023, 10%; and July 2023, 12%. Any assessment remaining unpaid on July 1, 2023, shall accrue an additional penalty for collection costs. The penalty shall be 20% of the amount of assessment, penalty, and interest due. A delinquent assessment accrues interest increasing at the rate of 1% for each additional month or portion of a month the assessment remains unpaid.

SECTION 6. THAT a lien shall be established against each affected property within the district on the date the assessment is due and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district, or city ad valorem taxes.

SECTION 7. THAT the Chief Financial Officer or his/her designee is authorized to review and approve the expenditures recommended by the Public Improvement District Advisory Board for goods and services procured by the District.

SECTION 8. THAT this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Grand Prairie, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 9. THAT if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 10. THAT 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 liability as a result of any fact required or permitted in the discharge of his said duties.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20TH DAY OF SEPTEMBER 2022.

Exhibit A
GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 9
High Hawk
Five Year Service Plan 2023 - 2027 BUDGET

Income based on Assessment Rate of \$0.18 per \$100 of appraised value.
The FY 2022 rate was \$0.18 per \$100 of appraised value
Service Plan projects a 10% increase in assessed value per year.

INCOME:	Value	Assess Rate	Revenue			
Appraised Value	\$240,287,264	\$ 0.18	\$ 432,517			
Description	Account	2023	2024	2025	2026	2027
Beginning Balance (Estimated)		\$ 761,000	\$ 753,459	\$ 872,327	\$ 55,301	\$ 150,741
P.I.D. Assessment	42620	\$ 432,517	\$ 475,769	\$ 523,346	\$ 575,680	\$ 633,248
City Contribution	49780	4,035	4,035	4,035	4,035	4,035
TOTAL INCOME		\$ 436,552	\$ 479,804	\$ 527,381	\$ 579,715	\$ 637,283
Amount Available		\$ 1,197,552	\$ 1,233,263	\$ 1,399,708	\$ 635,016	\$ 788,024

EXPENSES:		2023	2024	2025	2026	2027
Description						
Office Supplies	60020	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275
Decorations	60132	17,000	17,000	17,000	17,000	17,000
Public Relations	60160	3,000	3,000	3,000	3,000	3,000
Beautification ¹	60490	120,000	30,000	30,000	30,000	30,000
Graffiti Cleanup	60775	1,000	1,000	1,000	1,000	1,000
Wall Maintenance	60776	20,000	20,000	20,000	20,000	20,000
Professional Engineering Svc ²	61041	4,000	-	-	-	4,000
Mowing Contractor	61225	102,000	107,100	112,455	118,078	123,982
Tree Services	61226	20,000	20,000	20,000	20,000	20,000
Collection Service	61380	1,958	1,958	1,958	1,958	1,958
Misc.	61485	500	500	500	500	500
Admin./Management	61510	13,860	14,553	15,281	16,045	16,847
Postage	61520	1,500	1,500	1,500	1,500	1,500
Building Security Expenses	61560	1,500	1,575	1,654	1,736	1,823
Electric Power	62030	8,000	8,400	8,820	9,261	9,724
Water Utility	62035	35,000	36,750	38,588	40,517	42,543
Bldgs & Grounds Maintenance	63010	8,500	8,500	8,500	8,500	8,500
Pond Maintenance-Aquatic	63038	4,500	4,725	4,961	5,209	5,470
Pond Maintenance-Equipment	63039	5,000	5,250	5,513	5,788	6,078
Irrigation System Maint.	63065	10,000	10,000	10,000	10,000	10,000
Roadway Markings/Signs Maint	63115	2,000	2,000	2,000	2,000	2,000
Playgrounds/Picnic Areas Maint	63135	7,500	7,500	7,500	7,500	7,500
Decorative Lighting Maintenance	63146	10,000	10,000	10,000	10,000	10,000
Restroom Maintenance	63190	6,000	6,300	6,615	6,946	7,293
Property Insurance Premium	64080	2,000	2,100	2,205	2,315	2,431
Liability Insurance Premium	64090	11,000	11,550	12,128	12,734	13,371
Fencing ⁴	68061	-	-	972,086	-	-
Construction Miscellaneous ³	68151	-	-	-	100,000	100,000
Lease Payment-Security Cameras	68901	28,000	29,400	30,870	32,414	34,034
		-	-	-	-	-
TOTAL EXPENSES		\$ 444,093	\$ 360,936	\$ 1,344,407	\$ 484,275	\$ 500,828
Ending Balance⁴		\$ 753,459	\$ 872,327	\$ 55,301	\$ 150,741	\$ 287,196

Avg. Annual Assessment by Home Value:

Value	Yrly Assmnt.		
\$100,000	\$ 180		
\$200,000	\$ 360		
\$300,000	\$ 540	Avg. Property Value:	\$ 372,538
\$400,000	\$ 720	Avg. Property Assessment:	\$ 671
\$500,000	\$ 900	No. of Properties:	645
\$600,000	\$ 1,080		

- 1 Includes tree replacements & landscape design
2 Reserve study (wall repairs/replacements)
3 Common area improvements
4 Wall repairs/replacement

Exhibit B

Grand Prairie Public Improvement District No. 9

Advisory Board Members

2022-2023 Fiscal Year

Mike Carroll – President

Derrick Jones - Vice President

Michael A. Boyle - Secretary/Treasurer

Clem Smith

Lananna Thomas



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 09-20-2022

REQUESTER: Lee Harriss

PRESENTER: Lee Harriss, Special District Administrator
Lake Parks PID (City Council Districts 4 and 6)

TITLE:

- a. Public Hearing - Service Plan - Assessment Plan, Roll and Rate;
- b. Adoption of the Lake Parks PID 5-year Service Plan;
- c. Ordinance Approving the Service Plan, Assessment Plan, Roll and Rate;
- d. PID Advisory Board Membership

RECOMMENDED ACTION: Approve

ANALYSIS:

Chapter 372 of the Local Government Code requires the City to annually review and approve the PID five-year service plan and adopt an assessment plan, which includes the roll and rate for annual assessments within the PID. The Advisory Board has updated the recommended five-year service plan and the assessment plan, which outlines the assessments, maintenance, and improvements planned for each year.

The estimated expenditures for the 2023 fiscal year are \$588,365. This will be funded by the City, which will transfer \$21,169 to the PID, with the use of fund balance, \$110,000, and \$499,464 will be funded by an assessment of \$0.11 per \$100 of appraised real property value within the PID. The funds generated provide for annual maintenance within the PID boundaries. The proposed budget will continue the basic maintenance and improvements from the previous year. The recommended PID Advisory Board membership for 2023 is attached along with the "Addendum Containing Notice of Obligation to Pay Improvement District Assessment".

FINANCIAL CONSIDERATION:

The recommended assessment rate for the PID is \$0.11 per \$100 of appraised real property value within the PID. The estimated budget for the 2023 fiscal year is \$588,365, which includes a reimbursement of \$21,269 for right of way maintenance, which would otherwise be performed by the city, from the Parks and Recreation General Fund MMDC.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED IMPROVEMENTS ORDERED IN

CONNECTION WITH THE GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 7 (LAKE PARKS), APPROVING THE FIVE YEAR SERVICE PLAN, SETTING AND LEVYING THE ASSESSMENT PLAN, ROLL, AND RATE, AND AUTHORIZING THE PROPER OFFICIALS OF THE CITY TO DO AND PERFORM CERTAIN ACTS IN CONNECTION WITH THE SERVICE PLAN

WHEREAS, on November 18, 2003, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the establishment of the Public Improvement District; and

WHEREAS, by Resolution No. 3961, duly passed on November 18, 2003, this City Council established Grand Prairie Public Improvement District No. 7 (Lake Parks PID); and

WHEREAS, on September 20, 2022, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given notice as required by law and an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements on accounts of any matter or thing in the discretion of this governing body; and

WHEREAS, on September 20, 2022, the City Council closed the public hearing and by this ordinance levies the assessment as a special assessment against property and the owners thereof in the recommended amounts in the Grand Prairie Public Improvement District No. 7; and

WHEREAS, the City Council has established the Grand Prairie Public Improvement District No. 7, which by statute, allows for the establishment of an Advisory Board (attached as Exhibit B) to oversee and make recommendations to the City Council regarding planning, operations, setting assessments and disbursement of funds generated by the assessments; and

WHEREAS, the City Council hereby approves and adopts the Five Year Service Plan (attached as Exhibit A-1 and A-2) and sets and levies the assessment plan, roll, and rate as recommended by the Advisory Board.

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

SECTION 1. THAT the recitals and findings above are true and correct and are included in this ordinance as if fully set forth herein.

SECTION 2. THAT the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and improvements identified within the Five Year Service Plan, adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

SECTION 3. THAT the City Manager and City Secretary or their designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance; and that all prerequisites to the fixing of the assessments against the property within the Grand Prairie Public Improvement District

No. 7 and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

SECTION 4. THAT an assessment rate of \$0.11 per \$100 of appraised value on all real properties within the Grand Prairie Public Improvement District No. 7 in accordance with the records of the Dallas Central Appraisal District and the Tarrant Appraisal District shall be levied as a special assessment on the property.

SECTION 5. THAT the method of payment of the assessment shall be in a single lump sum payment upon receipt of the assessment notice, which is due October 1, 2022, and becomes delinquent on February 1, 2023, with the following interest rates: February 2023, 6%; March 2023, 7%; April 2023, 8%; May 2023, 9%; June 2023, 10%; and July 2023, 12%. Any assessment remaining unpaid on July 1, 2023, shall accrue an additional penalty for collection costs. The penalty shall be 20% of the amount of assessment, penalty, and interest due. A delinquent assessment accrues interest increasing at the rate of 1% for each additional month or portion of a month the assessment remains unpaid.

SECTION 6. THAT a lien shall be established against each affected property within the district on the date the assessment is due and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district, or city ad valorem taxes.

SECTION 7. THAT the Chief Financial Officer or his/her designee is authorized to review and approve the expenditures recommended by the Public Improvement District Advisory Board for goods and services procured by the District.

SECTION 8. THAT this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Grand Prairie, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 9. THAT if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 10. THAT 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 liability as a result of any action required or permitted in the discharge of his said duties.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20TH DAY OF SEPTEMBER 2022.

Exhibit A
GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 7
Lake Parks
Five Year Service Plan 2023 - 2027 BUDGET

Income based on Assessment Rate of \$0.11 per \$100 of appraised value.

The FY 2022 rate was \$0.11 per \$100 of appraised value

Service Plan projects a 10% increase in assessed value per year.

INCOME:	Value	Assess Rate	Revenue			
Appraised Value	\$454,058,590	\$ 0.11	\$ 499,464			
Description	Account	2023	2024	2025	2026	2027
Beginning Balance (Projected)	\$	110,000	\$ 42,369	\$ 147,175	\$ 292,270	\$ 482,414
P.I.D. Assessment	42620	\$ 499,464	\$ 549,411	\$ 604,352	\$ 664,787	\$ 731,266
City Contribution	49780	21,269	21,269	21,269	21,269	21,269
TOTAL INCOME		\$ 520,733	\$ 570,680	\$ 625,621	\$ 686,056	\$ 752,535
Amount Available		\$ 630,733	\$ 613,048	\$ 772,796	\$ 978,326	\$ 1,234,949

EXPENSES:						
Description		2023	2024	2025	2026	2027
Office Supplies	60020	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Decorations	60132	42,000	42,000	42,000	42,000	42,000
Beautification	60490	121,447	85,000	85,000	85,000	85,000
Wall Maintenance	60776	5,000	5,000	5,000	5,000	5,000
Mowing Contractor	61225	128,338	134,755	141,493	148,567	155,996
Collection Service	61380	3,865	3,865	3,865	3,865	3,865
Misc.	61485	1,400	1,400	1,400	1,400	1,400
Admin./Management	61510	20,790	21,830	22,921	24,067	25,270
Postage	61520	50	50	50	50	50
Electric Power	62030	16,000	16,800	17,640	18,522	19,448
Water Utility	62035	66,000	69,300	72,765	76,403	80,223
Pond/Canal Maintenance-Aquatic	63038	36,000	37,800	39,690	41,675	43,758
Pond/Canal Maintenance-Equip	63039	10,000	10,500	11,025	11,576	12,155
Irrigation System Maint.	63065	20,000	20,000	20,000	20,000	20,000
Playground/Picnic Area Maintenance	63135	4,500	4,500	4,500	4,500	4,500
Decorative Lighting Maintenance	63146	10,000	10,000	10,000	10,000	10,000
Property Insurance Premium	64080	1,200	1,260	1,323	1,389	1,459
Liability Insurance Premium	64090	775	814	854	897	942
Fencing	68061	-	-	-	-	-
Irrigation around Pond		100,000	-	-	-	-
Construction Miscellaneous	68151	-	-	-	-	-
Construction	68540	-	-	-	-	-
TOTAL EXPENSES		\$ 588,365	\$ 465,873	\$ 480,526	\$ 495,912	\$ 512,067
Ending Balance*		\$ 42,369	\$ 147,175	\$ 292,270	\$ 482,414	\$ 722,883

Avg. Annual Assessment by Home Value:

Value	Yrly Assmnt.		
\$100,000	\$110		
\$150,000	\$165		
\$200,000	\$220		
\$250,000	\$275		
\$300,000	\$330		
\$350,000	\$385		
\$400,000	\$440		
\$450,000	\$495		
		Avg. Property Value:	\$ 356,124
		Avg. Property Assessment:	\$ 392
		No. of Properties:	1,275

*Pond dredging, brick wall replacements (Matthew, Doryn, entrances)



ADDENDUM CONTAINING NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO City of Grand Prairie, TEXAS CONCERNING THE FOLLOWING PROPERTY

(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to City of Grand Prairie, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within Lake Parks PID (the "District") created under Subchapter A, Chapter 372, Local Government Code

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Grand Prairie. The exact amount of each annual installment will be approved each year by Grand Prairie City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from City of Grand Prairie

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Signature of Seller Date Signature of Seller Date

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Signature of Buyer Date Signature of Buyer Date



This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC No. 53-0.

Exhibit B

Grand Prairie Public Improvement District No. 7

Advisory Board Members

2022-2023 Fiscal Year

David Baker – President

Tommy Land – Vice President

VanDella Meniffee – Secretary/Treasurer

James R. Wills, III – Board Member

Kellye Zachery – Board Member

Jerry Mathews – Board Member

Rich Van – Board Member



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 09-20-2022

REQUESTER: Lee Harriss

PRESENTER: Lee Harriss, Special District Administrator
Lone Star Meadows PID (City Council District 2)

TITLE:

- a. Public Hearing - Service Plan - Assessment Plan, Roll and Rate;
- b. Adoption of the Lone Star Meadows PID 5-year Service Plan;
- c. Ordinance approving the service plan, assessment plan, roll and rate;
- d. PID Advisory Board Membership

RECOMMENDED ACTION: Approve

ANALYSIS:

Chapter 372 of the Local Government Code requires the City to annually review and approve the PID five-year service plan and adopt an assessment plan, which includes the roll and rate for annual assessments within the PID. The Advisory Board has updated the recommended five-year service plan and the assessment plan, which outlines the assessments, maintenance, and improvements planned for each year.

The estimated expenditures for the 2023 fiscal year are \$359,756. This will be funded by the City, which will transfer \$1,213 to the PID, with the use of fund balance, \$329,000, and \$119,417 will be funded via an assessment rate of \$0.085 per \$100 of appraised real property value within the PID. The funds generated provide for annual maintenance within the PID boundaries. The proposed budget will continue the basic maintenance and improvements from the previous year. The recommended PID Advisory Board membership for 2023 is attached along with the "Addendum Containing Notice of Obligation to Pay Improvement District Assessment".

FINANCIAL CONSIDERATION:

The recommended assessment rate for the PID is \$0.085 per \$100 of appraised real property value within the PID. The estimated budget for the 2023 fiscal year is \$359,756, which includes a reimbursement of \$1,213 for right of way maintenance, which would otherwise be performed by the City, from the Parks and Recreation General Fund MMDC.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED IMPROVEMENTS ORDERED IN CONNECTION WITH THE GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 16

(LONE STAR MEADOWS), APPROVING THE FIVE YEAR SERVICE PLAN, SETTING AND LEVYING THE ASSESSMENT PLAN, ROLL, AND RATE, AND AUTHORIZING THE PROPER OFFICIALS OF THE CITY TO DO AND PERFORM CERTAIN ACTS IN CONNECTION WITH THE SERVICE PLAN

WHEREAS, on September 21, 2010, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the establishment of the Public Improvement District, and

WHEREAS, by Resolution No. RES 4462-2010, duly passed on September 21, 2010, this City Council established Grand Prairie Public Improvement District No. 16 (Lone Star Meadows PID); and

WHEREAS, on September 20, 2022, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given notice as required by law and an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements on accounts of any matter or thing in the discretion of this governing body; and

WHEREAS, on September 20, 2022, this Council closed the public hearing and, by this ordinance, levies the assessment in the recommended amounts as a special assessment against the property located in the Grand Prairie Public Improvement District No. 16 and the owners thereof; and

WHEREAS, the City Council has established the Grand Prairie Public Improvement District No. 16, which by statute, allows for the establishment of an Advisory Board (attached as Exhibit B) to oversee and make recommendations to the City Council regarding planning, operations, setting assessments and disbursement of funds generated by the assessments; and

WHEREAS, the City Council hereby approves and adopts the Five Year Service Plan (attached as Exhibit A-1 and A-2) and sets and levies the assessment plan, roll, and rate as recommended by the Advisory Board.

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

SECTION 1. THAT the recitals and findings above are true and correct and are included in this ordinance as if fully set forth herein.

SECTION 2. THAT the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and improvements identified within the Five Year Service Plan, adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

SECTION 3. THAT the City Manager and City Secretary or their designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance; and that all prerequisites to the fixing of the assessments against the property within the Grand Prairie Public Improvement District No. 16 and the fixing of the personal liability of the owner or owners thereof have been

performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

SECTION 4. THAT an assessment rate of \$0.085 per \$100 of appraised value on all real properties within the Grand Prairie Public Improvement District No. 16 in accordance with the records of the Dallas Central Appraisal District shall be levied as a special assessment on the property.

SECTION 5. THAT the method of payment of the assessment shall be in a single lump sum payment upon receipt of the assessment notice, which is due October 1, 2022, and becomes delinquent on February 1, 2023, with the following interest rates: February 2023, 6%; March 2023, 7%; April 2023, 8%; May 2023, 9%; June 2023, 10%; and July 2023, 12%. Any assessment remaining unpaid on July 1, 2023, shall accrue an additional penalty for collection costs. The penalty shall be 20% of the amount of assessment, penalty, and interest due. A delinquent assessment accrues interest increasing at the rate of 1% for each additional month or portion of a month the assessment remains unpaid.

SECTION 6. THAT a lien shall be established against each affected property within the district on the date the assessment is due and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district, or city ad valorem taxes.

SECTION 7. THAT the Chief Financial Officer or his/her designee is authorized to review and approve the expenditures recommended by the Public Improvement District Advisory Board for goods and services procured by the District.

SECTION 8. THAT this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Grand Prairie, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 9. THAT if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 10. THAT 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 liability as a result of any action required or permitted in the discharge of his said duties.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20TH DAY OF SEPTEMBER 2022.

Exhibit A
GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 16
Lone Star Meadows
Five Year Service Plan 2023 - 2027 BUDGET

Income based on Assessment Rate of \$0.085 per \$100 of appraised value.
The FY 2022 rate was \$0.085 per \$100 of appraised value
Service Plan projects a 10% increase in assessed value per year.

INCOME:		Value	Assess Rate	Revenue		
Appraised Value		\$140,490,900	\$ 0.085	\$ 119,417		
Description	Account	2023	2024	2025	2026	2027
Beginning Balance (Estimated)		\$ 329,000	\$ 89,874	\$ 165,024	\$ 251,576	\$ 350,759
P.I.D. Assessment	42620	\$ 119,417	\$ 131,359	\$ 144,495	\$ 158,944	\$ 174,839
City Contribution	49780	1,213	1,213	1,213	1,213	1,213
TOTAL INCOME		\$ 120,630	\$ 132,572	\$ 145,708	\$ 160,157	\$ 176,052
Amount Available		\$ 449,630	\$ 222,446	\$ 310,732	\$ 411,734	\$ 526,810
EXPENSES:		2023	2024	2025	2026	2027
Description						
Office Supplies	60020	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
Decorations	60132	750	750	750	750	750
Beautification	60490	10,000	10,000	10,000	10,000	10,000
Wall Maintenance	60776	10,000	10,000	10,000	10,000	10,000
Mowing Contractor	61225	15,180	15,939	16,736	17,573	18,451
Collection Service (\$2.90/Acct)	61380	1,302	1,302	1,302	1,302	1,302
Miscellaneous Services	61485	50	50	50	50	50
Fees/Administration	61510	6,930	7,277	7,640	8,022	8,423
Postage	61520	260	260	260	260	260
Electric Power	62030	-	-	-	-	-
Water Utility	62035	5,250	5,513	5,788	6,078	6,381
Irrigation System Maint.	63065	5,000	5,250	5,513	5,788	6,078
Roadway Markings/Signs Maint	63115	300	300	300	300	300
Decorative Lighting Maintenance	63146	-	-	-	-	-
Property Insurance Premium	64080	500	525	551	579	608
Liability Insurance Premium	64090	150	158	165	174	182
Fencing	68061	303,984	-	-	-	-
TOTAL EXPENSES		359,756	57,422	59,155	60,975	62,886
Ending Balance*		\$ 89,874	\$ 165,024	\$ 251,576	\$ 350,759	\$ 463,925

Avg. Annual Assessment by Home Value:

Value	Yrly Assmnt.		
\$200,000	\$ 170		
\$250,000	\$ 213		
\$300,000	\$ 255	Avg. Property Value:	\$ 312,897
\$350,000	\$ 298	Avg. Property Assessment:	\$ 266
\$400,000	\$ 340	No. of Properties:	449
\$450,000	\$ 383		

*Future brick wall replacement in 1-6 years--estimated cost \$276,000-\$782,000 depending on design.

Exhibit B

Grand Prairie Public Improvement District No. 16

Advisory Board Members

2022-2023 Fiscal Year

Mike Hernandez – President

Isam Tabani - Vice President

Shaquandi Eaves – Secretary/Treasurer

Jose Ayerdis - Alternate

Carol Tolley - Alternate



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 09-20-2022

REQUESTER: Lee Harriss

PRESENTER: Lee Harriss, Special District Administrator
Monterrey Park PID (City Council District 3)

TITLE:

- a. Public Hearing - Service Plan - Assessment Plan, Roll and Rate;
- b. Adoption of the Monterrey Park PID 5-year Service Plan;
- c. Ordinance Approving the Service Plan, Assessment Plan, Roll and Rate;
- d. PID Advisory Board Membership

RECOMMENDED ACTION: Approve

ANALYSIS:

Chapter 372 of the Local Government Code requires the City to annually review and approve the PID five-year service plan and adopt an assessment plan, which includes the roll and rate for annual assessments within the PID. The Advisory Board has updated the recommended five-year service plan and the assessment plan, which outlines the assessments, maintenance, and improvements planned for each year.

The estimated expenditures for the 2023 fiscal year are \$165,611. This will be funded with the use of fund balance, \$160,000 and via an assessment of \$64,463 with an assessment rate of \$0.11 per \$100 of appraised real property value within the PID. The funds generated provide for annual maintenance within the PID boundaries. The proposed budget will continue the basic maintenance and improvements from the previous year. The recommended PID Advisory Board membership for 2023 is attached along with the "Addendum Containing Notice of Obligation to Pay Improvement District Assessment".

FINANCIAL CONSIDERATION:

The recommended assessment rate for the PID is \$0.11 per \$100 of appraised real property value within the PID. The estimated budget for the 2023 fiscal year is \$165,611.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED IMPROVEMENTS ORDERED IN CONNECTION WITH THE GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 11 (MONTERREY PARK), APPROVING THE FIVE YEAR SERVICE PLAN, SETTING AND LEVYING THE ASSESSMENT PLAN, ROLL, AND RATE, AND AUTHORIZING THE

PROPER OFFICIALS OF THE CITY TO DO AND PERFORM CERTAIN ACTS IN CONNECTION WITH THE SERVICE PLAN

WHEREAS, on August 24, 2004, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the establishment of the Public Improvement District; and

WHEREAS, by Resolution No. 4014, duly passed on August 24, 2004, this City Council established Grand Prairie Public Improvement District No. 11 (Monterrey Park PID); and

WHEREAS, on September 20, 2022, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given notice as required by law and an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements on accounts of any matter or thing in the discretion of this governing body; and

WHEREAS, on September 20, 2022, the City Council closed the public hearing and by this ordinance levies the assessment as a special assessment against property and the owners thereof in the recommended amounts in the Grand Prairie Public Improvement District No. 11; and

WHEREAS, the City Council has established the Grand Prairie Public Improvement District No. 11, which by statute, allows for the establishment of an Advisory Board (attached as Exhibit B) to oversee and make recommendations to the City Council regarding planning, operations, setting assessments and disbursement of funds generated by the assessments; and

WHEREAS, the City Council hereby approves and adopts the Five Year Service Plan (attached as Exhibit A-1 and A-2) and sets and levies the assessment plan, roll, and rate as recommended by the Advisory Board.

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

SECTION 1. THAT the recitals and findings above are true and correct and are included in this ordinance as if fully set forth herein.

SECTION 2. THAT the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and improvements identified within the Five Year Service Plan, adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

SECTION 3. THAT the City Manager and City Secretary or their designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance; and that all prerequisites to the fixing of the assessments against the property within the Grand Prairie Public Improvement District No. 11 and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

SECTION 4. THAT an assessment rate of \$0.11 per \$100 of appraised value on all real properties within the Grand Prairie Public Improvement District No. 11 in accordance with the records of the Dallas Central Appraisal District shall be levied as a special assessment on the property.

SECTION 5. THAT the method of payment of the assessment shall be in a single lump sum payment upon receipt of the assessment notice, which is due October 1, 2022, and becomes delinquent on February 1, 2023, with the following interest rates: February 2023, 6%; March 2023, 7%; April 2023, 8%; May 2023, 9%; June 2023, 10%; and July 2023, 12%. Any assessment remaining unpaid on July 1, 2023, shall accrue an additional penalty for collection costs. The penalty shall be 20% of the amount of assessment, penalty, and interest due. A delinquent assessment accrues interest increasing at the rate of 1% for each additional month or portion of a month the assessment remains unpaid.

SECTION 6. THAT a lien shall be established against each affected property within the district on the date the assessment is due and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district, or city ad valorem taxes.

SECTION 7. THAT the Chief Financial Officer or his/her designee is authorized to review and approve the expenditures recommended by the Public Improvement District Advisory Board for goods and services procured by the District.

SECTION 8. THAT this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Grand Prairie, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 9. THAT if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 10. THAT 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 liability as a result of any action required or permitted in the discharge of his said duties.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20TH DAY OF SEPTEMBER 2022.

Exhibit A
GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 11
Monterrey Park
Five Year Service Plan 2023 - 2027 BUDGET

Income based on Assessment Rate of \$0.11 per \$100 of appraised value.
The FY 2022 rate was \$0.11 per \$100 of appraised value
Service Plan projects a 10% increase in assessed value per year.

INCOME:	Value	Assess Rate	Revenue			
Appraised Value (Estimated)	\$58,602,460	\$ 0.11	\$ 64,463			
Description	Account	2023	2024	2025	2026	2027
Beginning Balance (Estimated)		\$ 160,000	\$ 58,852	\$ 63,824	\$ 74,959	\$ 92,920
P.I.D. Assessment	42620	\$ 64,463	\$ 70,909	\$ 78,000	\$ 85,800	\$ 94,380
TOTAL INCOME		\$ 64,463	\$ 70,909	\$ 78,000	\$ 85,800	\$ 94,380
Amount Available		\$ 224,463	\$ 129,761	\$ 141,824	\$ 160,759	\$ 187,300

EXPENSES:						
Description		2023	2024	2025	2026	2027
Office Supplies	60020	\$ 20	\$ 21	\$ 22	\$ 23	\$ 24
Decorations	60132	9,500	9,975	9,975	9,975	9,975
Beautification	60490	6,000	6,300	6,300	6,300	6,300
Wall Maintenance	60776	10,000	10,500	10,500	10,500	10,500
Mowing Contractor	61225	8,505	8,930	9,377	9,846	10,338
Collection Service (\$2.90/Acct)	61380	586	586	586	586	586
Misc.	61485	500	525	525	525	525
Fees/Administration	61510	-	-	-	-	-
Postage	61520	350	368	368	368	368
Electric Power	62030	400	420	441	463	486
Water Utility	62035	3,000	3,150	3,308	3,473	3,647
Irrigation System Maint.	63065	2,000	2,100	2,100	2,100	2,100
Decorative Lighting Maintenance	63146	2,500	2,625	2,625	2,625	2,625
Property Insurance Premium	64080	250	263	276	289	304
Liability Insurance Premium	64090	5,500	5,775	6,064	6,367	6,685
Fencing*	68061	100,000	-	-	-	100,000
Lease Payment-Security Cameras	68901	16,500	14,400	14,400	14,400	14,400
		-	-	-	-	-
TOTAL EXPENSES		\$ 165,611	\$ 65,937	\$ 66,865	\$ 67,840	\$ 168,863
Ending Balance*		\$ 58,852	\$ 63,824	\$ 74,959	\$ 92,920	\$ 18,437

Avg. Annual Assessment by Home Value:

Value	Yrly Assmnt.		
\$100,000	\$110		
\$200,000	\$220		
\$300,000	\$330	Avg. Property Value:	\$ 290,111
\$400,000	\$440	Avg. Property Assessment:	\$ 319
\$500,000	\$550	No. of Properties:	\$ 202

*Brick wall replacement



ADDENDUM CONTAINING NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO City of Grand Prairie, TEXAS CONCERNING THE FOLLOWING PROPERTY

(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to City of Grand Prairie, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within Monterrey Park PID (the "District") created under Subchapter A, Chapter 372, Local Government Code

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Grand Prairie. The exact amount of each annual installment will be approved each year by Grand Prairie City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from City of Grand Prairie

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Signature of Seller Date Signature of Seller Date

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Signature of Buyer Date Signature of Buyer Date



This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC No. 53-0.

Exhibit B

Grand Prairie Public Improvement District No. 11

Advisory Board Members

2022-2023 Fiscal Year

Sylvia Gomez – Vice President

Sherry Quatermous – Secretary/Treasurer

Bethany James – Board Member

Mary Gray – Board Member

Darwin Brown - Board Member



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 09-20-2022

REQUESTER: Lee Harriss

PRESENTER: Lee Harriss, Special District Administrator
Oak Hollow/Sheffield Village PID (City Council District 4)

TITLE:

- a. Public Hearing - Service Plan - Assessment Plan, Roll and Rate;
- b. Adoption of the Oak Hollow/Sheffield Village PID 5-year Service Plan;
- c. Ordinance Approving the Service Plan, Assessment Plan, Roll and Rate;
- d. PID Board Membership

RECOMMENDED ACTION: Approve

ANALYSIS:

Chapter 372 of the Local Government Code requires the City to annually review and approve the PID five-year service plan and adopt an assessment plan, which includes the roll and rate for annual assessments within the PID. The Advisory Board has updated the recommended five-year service plan and the assessment plan, which outlines the assessments, maintenance, and improvements planned for each year.

The PID budget for the 2023 fiscal year is \$658,184. This will be funded by the City, which will transfer \$17,920 to the PID, with the use of fund balance, \$665,000, and \$358,405 will be funded via an assessment rate of \$0.065 per \$100 of appraised real property value within the PID.

The assessment rate is decreasing from \$0.085 per \$100 of appraised real property value to \$0.065 per \$100 of appraised real property value. The funds generated provide for annual maintenance and improvements within the PID boundaries. The proposed budget will continue the basic maintenance and improvements from the previous year. The recommended PID Advisory Board membership for 2023 is attached along with the "Addendum Containing Notice of Obligation to Pay Improvement District Assessment".

FINANCIAL CONSIDERATION:

The recommended assessment rate for the PID is \$0.065 per \$100 of appraised real property value within the PID. The estimated budget for the 2023 fiscal year is \$658,184, which includes a reimbursement of \$17,920 for right of way maintenance, which would otherwise be performed by the City, from the Parks and Recreation General Fund MMDC.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED IMPROVEMENTS ORDERED IN CONNECTION WITH THE GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 15 (OAK HOLLOW/SHEFFIELD VILLAGE), APPROVING THE FIVE YEAR SERVICE PLAN, SETTING AND LEVYING THE ASSESSMENT PLAN, ROLL, AND RATE, AND AUTHORIZING THE PROPER OFFICIALS OF THE CITY TO DO AND PERFORM CERTAIN ACTS IN CONNECTION WITH THE SERVICE PLAN

WHEREAS, on August 8, 2006, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the establishment of the Public Improvement District; and

WHEREAS, by Ordinance No. 7450, duly passed on August 8, 2006, this City Council established Grand Prairie Public Improvement District No. 15 (Oak Hollow/Sheffield Village PID); and

WHEREAS, on September 20, 2022, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given notice as required by law and an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of or of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements on accounts of any matter or thing in the discretion of this governing body; and

WHEREAS, on September 20, 2022, the City Council closed the public hearing and by this ordinance levies the assessment as a special assessment against property and the owners thereof in the recommended amounts in the Grand Prairie Public Improvement District No. 15; and

WHEREAS, the City Council has established the Grand Prairie Public Improvement District No. 15, which by statute, allows for the establishment of an Advisory Board (attached as Exhibit B) to oversee and make recommendations to the City Council regarding planning, operations, setting assessments and disbursement of funds generated by the assessments; and

WHEREAS, the City Council hereby approves and adopts the Five Year Service Plan (attached as Exhibit A-1 and A-2) and sets and levies the assessment plan, roll, and rate as recommended by the Advisory Board.

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

SECTION 1. THAT the recitals and findings above are true and correct and are included in this ordinance as if fully set forth herein.

SECTION 2. THAT the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and improvements identified within the Five Year Service Plan, adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

SECTION 3. THAT the City Manager and City Secretary or their designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance; and that all prerequisites to the fixing of the assessments against the property within the Grand Prairie Public Improvement District No. 15 and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

SECTION 4. THAT an assessment rate of \$0.065 per \$100 of appraised value on all real properties within the Grand Prairie Public Improvement District No. 15 in accordance with the records of the Dallas Central Appraisal District and the Tarrant Appraisal District shall be levied as a special assessment on the property.

SECTION 5. THAT the method of payment of the assessment shall be in a single lump sum payment upon receipt of the assessment notice, which is due October 1, 2022, and becomes delinquent on February 1, 2023, with the following interest rates: February 2023, 6%; March 2023, 7%; April 2023, 8%; May 2023, 9%; June 2023, 10%; and July 2023, 12%. Any assessment remaining unpaid on July 1, 2023, shall accrue an additional penalty for collection costs. The penalty shall be 20% of the amount of assessment, penalty, and interest due. A delinquent assessment accrues interest increasing at the rate of 1% for each additional month or portion of a month the assessment remains unpaid.

SECTION 6. THAT a lien shall be established against each affected property within the district on the date the assessment is due and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district, or city ad valorem taxes.

SECTION 7. THAT the Chief Financial Officer or his/her designee is authorized to review and approve the expenditures recommended by the Public Improvement District Advisory Board for goods and services procured by the District.

SECTION 8. THAT this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Grand Prairie, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 9. THAT if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 10. THAT 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 liability as a result of any action required or permitted in the discharge of his said duties.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20TH DAY OF SEPTEMBER 2022.

**Exhibit A
GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 15
Oak Hollow/Sheffield Village
Five Year Service Plan 2023 - 2027 BUDGET**

Income based on Assessment Rate of \$0.065 per \$100 of appraised value.
The FY 2022 rate was \$0.085 per \$100 of appraised value
Service Plan projects a 10% increase in assessed value per year.

INCOME:		Value	Assess Rate	Revenue		
Appraised Value		551,392,394	\$ 0.065	\$ 358,405		
Description	Account	2023	2024	2025	2026	2027
Beginning Balance (Estimated)		\$ 665,000	\$ 383,141	\$ 494,245	\$ 637,351	\$ 773,530
P.I.D. Assessment	42620	\$ 358,405	\$ 394,246	\$ 433,670	\$ 477,037	\$ 524,741
Trsf In/Parks Venue (3170)	49780	17,920	17,920	17,920	17,920	17,920
TOTAL INCOME		\$ 376,325	\$ 412,166	\$ 451,590	\$ 494,957	\$ 542,661
Amount Available		\$ 1,041,325	\$ 795,307	\$ 945,835	\$ 1,132,308	\$ 1,316,191

EXPENSES:		2023	2024	2025	2026	2027
Description						
Office Supplies	60020	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600
Decorations	60132	32,000	30,000	30,000	30,000	30,000
Beautification	60490	20,000	20,000	20,000	20,000	20,000
Graffiti Cleanup	60775	500	500	500	500	500
Wall Maintenance	60776	35,000	35,000	35,000	35,000	35,000
Mowing Contractor	61225	97,893	102,788	107,927	113,324	118,990
Tree Services	61226	50,000	10,000	10,000	52,500	12,000
Collection Service	61380	6,819	6,819	6,819	6,819	6,819
Misc.	61485	2,000	2,000	2,000	2,000	2,000
Admin./Management	61510	19,199	20,159	21,167	22,225	23,336
Postage	61520	200	200	200	200	200
Electric Power	62030	1,575	1,654	1,736	1,823	1,914
Water Utility	62035	15,750	16,538	17,364	18,233	19,144
Irrigation System Maint.	63065	25,000	25,000	25,000	25,000	25,000
Roadway Markings/Signs*	63115	100,000	3,000	3,150	3,308	3,473
Decorative Lighting Maintenance	63146	1,500	1,575	1,654	1,736	1,823
Property Insurance Premium	63147	1,800	1,890	1,985	2,084	2,188
Liability Insurance Premium	64090	800	840	882	926	972
Landscaping**	68250	225,048	-	-	-	-
Irrigation Systems	68635	-	-	-	-	-
Lease Payment-Security Cameras	68901	22,500	22,500	22,500	22,500	22,500
		-	-	-	-	-
TOTAL EXPENSES		\$ 658,184	\$ 301,062	\$ 308,484	\$ 358,777	\$ 326,460
Ending Balance***		\$ 383,141	\$ 494,245	\$ 637,351	\$ 773,530	\$ 989,731

Avg. Annual Assessment by Home Value:

Value	Yrly Assmnt.		
\$100,000	\$65		
\$200,000	\$130		
\$300,000	\$195	Avg. Property Value:	\$ 249,386
\$400,000	\$260	Avg. Property Assessment:	\$ 162
\$500,000	\$325	No. of Properties:	2,211

*Wrought iron sign project, phase 3
**Entry monument and flowerbed renovations
***Wall replacement/repairs



ADDENDUM CONTAINING NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO City of Grand Prairie, TEXAS CONCERNING THE FOLLOWING PROPERTY

(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to City of Grand Prairie, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within Oak Hollow/Sheffield Village PID (the "District") created under Subchapter A, Chapter 372, Local Government Code

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Grand Prairie. The exact amount of each annual installment will be approved each year by Grand Prairie City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from City of Grand Prairie

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Signature of Seller Date Signature of Seller Date

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Signature of Buyer Date Signature of Buyer Date



This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC No. 53-0.

Exhibit B

Grand Prairie Public Improvement District No. 15

Advisory Board Members

2022-2023 Fiscal Year

Cory Walden – President

Ramon Montoya - Vice President

Mary Garza -Secretary/Treasurer

Julia Perez - Board Member

Raul Leal - Board Member

Barbra Thomas - Board Member

Vacant - Board Member



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 09-20-2022

REQUESTER: Lee Harriss

PRESENTER: Lee Harriss, Special District Administrator
Parkview PID (City Council District 1)

TITLE:

- a. Public Hearing - Service Plan - Assessment Plan, Roll and Rate;
- b. Adoption of the Parkview PID 5-year Service Plan;
- c. Ordinance Approving the Service Plan, Assessment Plan, Roll and Rate;
- d. PID Advisory Board Membership

RECOMMENDED ACTION: Approve

ANALYSIS:

Chapter 372 of the Local Government Code requires the City to annually review and approve the PID five-year service plan and adopt an assessment plan, which includes the roll and rate for annual assessments within the PID. The Advisory Board has updated the recommended five-year service plan and the assessment plan, which outlines the assessments, maintenance, and improvements planned for each year.

The estimated expenditures for the 2023 fiscal year are \$109,087. This will be funded by the City, which will transfer \$725 to the PID, by the Parkview Townhome HOA, which will transfer approximately \$8,500 to the PID, and \$106,932 will be funded via an assessment of \$0.215 per \$100 of appraised real property value within the PID. The funds provide for annual maintenance within the PID boundaries. The proposed budget will provide for the basic maintenance and improvements. The recommended PID Advisory Board membership for 2023 is attached along with the “Addendum Containing Notice of Obligation to Pay Improvement District Assessment”.

FINANCIAL CONSIDERATION:

The recommended assessment rate for the PID is \$0.215 per \$100 of appraised real property value within the PID. The estimated budget for the 2023 fiscal year is \$109,087, which includes a reimbursement of \$725 for right of way maintenance, which would otherwise be performed by the City, from the Parks and Recreation General Fund MMDC.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED IMPROVEMENTS ORDERED IN CONNECTION WITH THE GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 12

(PARKVIEW), APPROVING THE FIVE YEAR SERVICE PLAN, SETTING AND LEVYING THE ASSESSMENT PLAN, ROLL, AND RATE, AND AUTHORIZING THE PROPER OFFICIALS OF THE CITY TO DO AND PERFORM CERTAIN ACTS IN CONNECTION WITH THE SERVICE PLAN

WHEREAS, on September 20, 2005, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the establishment of the Public Improvement District; and

WHEREAS, by Ordinance No. 7288, duly passed on September 20, 2005, this City Council established Grand Prairie Public Improvement District No. 12 (Parkview PID); and

WHEREAS, on September 20, 2022, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given notice as required by law and an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements on accounts of any matter or thing in the discretion of this governing body; and

WHEREAS, on September 20, 2022 the City Council closed the public hearing and by this ordinance levies the assessment as a special assessment against property and the owners thereof in the recommended amounts in the Grand Prairie Public Improvement District No. 12; and

WHEREAS, the City Council has established the Grand Prairie Public Improvement District No. 12, which by statute, allows for the establishment of an Advisory Board (attached as Exhibit B) to oversee and make recommendations to the City Council regarding planning, operations, setting assessments and disbursement of funds generated by the assessments; and

WHEREAS, the City Council hereby approves and adopts the Five Year Service Plan (attached as Exhibit A-1 and A-2) and sets and levies the assessment plan, roll, and rate as recommended by the Advisory Board,

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

SECTION 1. THAT the recitals and findings above are true and correct and are included in this ordinance as if fully set forth herein.

SECTION 2. THAT the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and improvements identified within the Five Year Service Plan, adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

SECTION 3. THAT the City Manager and City Secretary or their designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance; and that all prerequisites to the fixing of the assessments against the property within the Grand Prairie Public Improvement District

No. 12 and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

SECTION 4. THAT an assessment rate of \$0.215 per \$100 of appraised value on all real properties within the Grand Prairie Public Improvement District No. 12 in accordance with the records of the Dallas Central Appraisal District and the Tarrant Appraisal District shall be levied as a special assessment on the property.

SECTION 5. THAT the method of payment of the assessment shall be in a single lump sum payment upon receipt of the assessment notice, which is due October 1, 2022, and becomes delinquent on February 1, 2023, with the following interest rates: February 2023, 6%; March 2023, 7%; April 2023, 8%; May 2023, 9%; June 2023, 10%; and July 2023, 12%. Any assessment remaining unpaid on July 1, 2023, shall accrue an additional penalty for collection costs. The penalty shall be 20% of the amount of assessment, penalty, and interest due. A delinquent assessment accrues interest increasing at the rate of 1% for each additional month or portion of a month the assessment remain unpaid.

SECTION 6. THAT a lien shall be established against each affected property within the district on the date the assessment is due and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district, or city ad valorem taxes.

SECTION 7. THAT the Chief Financial Officer or his/her designee is authorized to review and approve the expenditures recommended by the Public Improvement District Advisory Board for goods and services procured by the District.

SECTION 8. THAT this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Grand Prairie, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 9. THAT if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 10. THAT 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 liability as a result of any action required or permitted in the discharge of his said duties.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20TH DAY OF SEPTEMBER 2022.

Exhibit A
GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 12
Parkview
Five Year Service Plan 2023 - 2027

Income based on Assessment Rate of \$0.215 per \$100 of appraised value.

The FY 2022 rate was \$0.215 per \$100 of appraised value

Service Plan projects a 10% increase in assessed value per year.

INCOME:		Value	Assess Rate	Revenue		
Appraised Value		\$49,735,980	\$ 0.215	\$ 106,932		
Description	Account	2023	2024	2025	2026	2027
Beginning Balance (Estimated)		\$ 124,000	\$ 131,070	\$ 145,310	\$ 167,612	\$ 198,967
P.I.D. Assessment	42620	\$ 106,932	\$ 117,626	\$ 129,388	\$ 142,327	\$ 156,560
Developer Participation/Projects	46110	8,500	8,500	8,500	8,500	8,500
City Contribution	49780	725	725	725	725	725
TOTAL INCOME		\$ 116,157	\$ 126,851	\$ 138,613	\$ 151,552	\$ 165,785
Amount Available		\$ 240,157	\$ 257,921	\$ 283,923	\$ 319,164	\$ 364,752

EXPENSES:						
Description		2023	2024	2025	2026	2027
Office Supplies	60020	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
Decorations	60132	1,500	1,500	1,500	1,500	1,500
Beautification	60490	6,000	6,000	6,000	6,000	6,000
Wall Maintenance	60776	25,000	25,000	25,000	25,000	25,000
Mowing Contractor	61225	37,233	39,095	41,049	43,102	45,257
Collection Service	61380	662	662	662	662	662
Misc.	61485	225	225	225	225	225
Admin./Management	61510	7,497	7,872	8,265	8,679	9,113
Postage	61520	120	120	120	120	120
Electric Power	62030	2,000	2,100	2,205	2,315	2,431
Water Utility	62035	23,000	24,150	25,358	26,625	27,957
Irrigation System Maint.	63065	3,500	3,500	3,500	3,500	3,500
Decorative Lighting Maintenance	63146	1,500	1,500	1,500	1,500	1,500
Property Insurance Premium	64080	500	525	551	579	608
Liability Insurance Premium	64090	250	263	276	289	304
Fencing	68061	-	-	-	-	-
TOTAL EXPENSES		\$ 109,087	\$ 112,611	\$ 116,311	\$ 120,196	\$ 124,276
Ending Balance*		\$ 131,070	\$ 145,310	\$ 167,612	\$ 198,967	\$ 240,476

Avg. Annual Assessment by Home Value:

Value	Yrly Assmnt.		
\$150,000	\$323		
\$200,000	\$430		
\$250,000	\$538	Avg. Property Value:	\$ 221,049
\$300,000	\$645	Avg. Property Assessment:	\$ 475
\$350,000	\$753	No. of Properties:	225
\$400,000	\$860		
\$450,000	\$968		

*Future wall replacement

Exhibit B

Grand Prairie Public Improvement District No. 12

Advisory Board Members

2022-2023 Fiscal Year

Yvette Lewis – President

Dave Voss - Vice President

Monica Moore - Secretary/Treasurer



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 09-20-2022

REQUESTER: Lee Harriss

PRESENTER: Lee Harriss, Special District Administrator
Peninsula PID (City Council Districts 4 and 6)

TITLE:

- a. Public Hearing - Service Plan - Assessment Plan, Roll and Rate;
- b. Adoption of the Peninsula PID 5-year Service Plan;
- c. Ordinance approving the Service Plan, Assessment Plan, Roll and Rate;
- d. PID Advisory Board Membership

RECOMMENDED ACTION: Approve

ANALYSIS:

Chapter 372 of the Local Government Code requires the City to annually review and approve the PID five-year service plan and adopt an assessment plan, which includes the roll and rate for annual assessments within the PID. The Advisory Board has updated the recommended five-year service plan and the assessment plan, which outlines the assessments, maintenance, and improvements planned for each year.

The PID budget for the 2023 fiscal year is \$2,673,340. This will be funded by the City, which will transfer \$112,521 to the PID, by the Lakeshore Village HOA, which will transfer approximately \$5,600 to the PID, via fund balance of \$210,421, and \$2,450,256 will be funded via an assessment of \$0.12 per \$100 of appraised real property value within the PID. The funds generated provide for annual maintenance within the PID boundaries. The proposed budget will continue the basic maintenance and improvements from the previous year. The recommended PID Advisory Board membership for 2023 is attached along with the "Addendum Containing Notice of Obligation to Pay Improvement District Assessment".

FINANCIAL CONSIDERATION:

The recommended assessment rate for the PID is \$0.12 per \$100 of appraised real property value within the PID. The estimated budget for the 2023 fiscal year is \$2,673,340 which includes a reimbursement of \$112,521 for right of way maintenance, which would otherwise be performed by the city, from the Parks and Recreation General Fund MMDC.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED IMPROVEMENTS ORDERED IN

CONNECTION WITH THE GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 8 (PENINSULA), APPROVING THE FIVE YEAR SERVICE PLAN, SETTING AND LEVYING THE ASSESSMENT PLAN, ROLL, AND RATE, AND AUTHORIZING THE PROPER OFFICIALS OF THE CITY TO DO AND PERFORM CERTAIN ACTS IN CONNECTION WITH THE SERVICE PLAN

WHEREAS, on September 21, 2004, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the establishment of the Public Improvement District; and

WHEREAS, by Resolution No. 4025, duly passed on September 21, 2004, this City Council established Grand Prairie Public Improvement District No. 8 (Peninsula PID); and

WHEREAS, on September 20, 2022, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given notice as required by law and an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements on accounts of any matter or thing in the discretion of this governing body; and

WHEREAS, on September 20, 2022, the City Council closed the public hearing and by this ordinance levies the assessment as a special assessment against property and the owners thereof in the recommended amounts in the Grand Prairie Public Improvement District No. 8; and

WHEREAS, the City Council has established the Grand Prairie Public Improvement District No. 8, which by statute, allows for the establishment of an Advisory Board (attached as Exhibit B) to oversee and make recommendations to the City Council regarding planning, operations, setting assessments and disbursement of funds generated by the assessments; and

WHEREAS, the City Council hereby approves and adopts the Five Year Service Plan (attached as Exhibit A-1 and A-2) and sets and levies the assessment plan, roll, and rate as recommended by the Advisory Board.

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

SECTION 1. THAT the recitals and findings above are true and correct and are included in this ordinance as if fully set forth herein.

SECTION 2. THAT the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and improvements identified within the Five Year Service Plan, adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

SECTION 3. THAT the City Manager and City Secretary or their designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance; and that all prerequisites to the fixing of the assessments against the property within the Grand Prairie Public Improvement District

No. 8 and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

SECTION 4. THAT an assessment rate of \$0.12 per \$100 of appraised value on all real properties within the Grand Prairie Public Improvement District No. 8 in accordance with the records of the Dallas Central Appraisal District and the Tarrant Appraisal District shall be levied as a special assessment on the property.

SECTION 5. THAT the method of payment of the assessment shall be in a single lump sum payment upon receipt of the assessment notice, which is due October 1, 2022, and becomes delinquent on February 1, 2023, with the following interest rates: February 2023, 6%; March 2023, 7%; April 2023, 8%; May 2023, 9%; June 2023, 10%; and July 2023, 12%. Any assessment remaining unpaid on July 1, 2023, shall accrue an additional penalty for collection costs. The penalty shall be 20% of the amount of assessment, penalty, and interest due. A delinquent assessment accrues interest increasing at the rate of 1% for each additional month or portion of a month the assessment remains unpaid.

SECTION 6. THAT a lien shall be established against each affected property within the district on the date the assessment is due, and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district, or city ad valorem taxes.

SECTION 7. THAT the Chief Financial Officer or his/her designee is authorized to review and approve the expenditures recommended by the Public Improvement District Advisory Board for goods and services procured by the District.

SECTION 8. THAT this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Grand Prairie, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 9. THAT if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 10. THAT 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 liability as a result of any action required or permitted in the discharge of his said duties.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20TH DAY OF SEPTEMBER 2022.

**GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 8
Peninsula
Five Year Service Plan 2023 - 2027 BUDGET**

Income based on Assessment Rate of \$0.12 per \$100 of appraised value.
Service Plan projects a 10% increase in assessed value per year.

INCOME:		Value	Assess Rate	Revenue		
Appraised Value		2,041,879,968	\$ 0.12	\$ 2,450,256		
Description	Account	2023	2024	2025	2026	2027
Beginning Balance (Estimated)		\$ 210,421	\$ 105,458	\$ 92,001	\$ 120,403	\$ 296,040
P.I.D. Assessment	42620	\$ 2,450,256	2,418,548	2,596,759	2,919,477	3,280,771
Developer Participation (L V)	46110	5,600	5,600	5,880	6,174	6,807
City Contribution	49780	112,521	112,521	112,521	112,521	112,521
TOTAL INCOME		\$ 2,568,377	\$ 2,536,669	\$ 2,715,160	\$ 3,038,172	\$ 3,400,099
Amount Available		\$ 2,778,798	\$ 2,642,127	\$ 2,807,161	\$ 3,158,575	\$ 3,696,139

EXPENSES:		2023	2024	2025	2026	2027
Description						
Supplies	60020	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Decorations	60132	87,441	88,000	88,000	88,000	88,000
Beautification	60490	50,000	100,000	100,000	100,000	100,000
Wall Maintenance	60776	200,000	160,000	160,000	160,000	160,000
Professional Engineering Services	61041	-	-	-	-	-
Mowing	61225	654,250	686,963	721,311	757,376	795,245
Tree Services	61226	-	109,200	-	-	114,660
Collection Service	61380	13,314	13,624	13,934	14,244	14,554
Misc.	61485	1,000	1,000	1,000	1,000	1,000
Accounting/Audit	0	-	-	-	-	-
Admin./Management	61510	28,600	30,030	31,532	33,108	34,763
Postage	61520	100	100	100	100	100
Banners	61601	-	-	-	-	-
Electric Power	62030	46,300	48,600	51,000	53,600	56,300
Water Utility	62035	301,000	316,000	332,000	349,000	366,000
Bldgs And Grounds Maint.	63010	-	-	-	-	-
Pavement Leveling	63031	20,000	21,000	22,100	23,200	24,400
Pond Maint-Dredging	63037	257,250	26,250	-	-	-
Pond Maint-Aquatic	63038	98,500	103,400	108,600	114,000	119,700
Pond Maint-Equipment	63039	140,000	63,000	66,200	69,500	73,000
Water Well Maintenance	63045	8,085	8,489	8,914	9,359	9,827
Irrigation System Maintenance	63065	110,000	115,500	121,275	127,339	133,706
Decorative Roadway Signs Maint	63115	3,000	3,000	3,000	3,000	3,000
Playgrounds/Picnic Area Maint.	63135	3,000	3,000	3,000	3,000	3,000
Decorative Lighting Maint.	63146	25,000	26,250	27,563	28,941	30,388
Property Insurance Premium	64080	4,800	5,040	5,292	5,557	5,834
Liability Insurance Premium	64090	5,200	5,460	5,733	6,020	6,321
Construction Miscellaneous	68151	-	-	-	-	-
Pond Improvement	68206	600,000	600,000	800,000	900,000	1,200,000
Street Signs	68210	-	-	-	-	-
Other Equipment	68360	-	-	-	-	-
Construction	68540	-	-	-	-	-
Irrigation Systems	68635	-	-	-	-	-
Water Wells (Tr To Wter, 5005)	90009	16,000	16,000	16,000	16,000	16,000
		-	-	-	-	-
TOTAL EXPENSES		\$ 2,673,340	\$ 2,550,406	\$ 2,687,052	\$ 2,862,843	\$ 3,356,298
Ending Balance*		\$ 105,458	\$ 91,721	\$ 120,109	\$ 295,731	\$ 339,840

Avg. Annual Assessment by Home Value:

Value	Yrly Assmnt.		
\$100,000	\$120		
\$200,000	\$240		
\$300,000	\$360	Avg. Property Value:	\$ 473,644
\$400,000	\$480	Avg. Property Assessment:	\$ 568
\$500,000	\$600	No. of Properties:	4,311
\$600,000	\$720		
\$700,000	\$840		

*Future wall replacement



ADDENDUM CONTAINING NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO City of Grand Prairie, TEXAS CONCERNING THE FOLLOWING PROPERTY

(insert property address)

As the purchaser of the real property described above, you are obligated to pay assessments to City of Grand Prairie, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within Peninsula PID (the "District") created under Subchapter A, Chapter 372, Local Government Code (insert name of public improvement district) (insert Subchapter A, Chapter 372, Local Government Code, or Chapter 382, Local Government Code, as applicable).

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of Grand Prairie (insert name of municipality or county, as applicable). The exact amount of each annual installment will be approved each year by Grand Prairie City Council (insert name of city council or county commissioners court, as applicable) in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from City of Grand Prairie (insert name of municipality or county, as applicable).

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

Signature of Seller Date Signature of Seller Date

The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

Signature of Buyer Date Signature of Buyer Date



This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC No. 53-0.

Exhibit B

Grand Prairie Public Improvement District No. 8

Advisory Board Members

2022-2023 Fiscal Year

Ken Self – President

David Stewart - Vice President

Andrea Kinloch - Secretary/Treasurer

Richard Alan Brown

Kevin Toth



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 09-20-2022

REQUESTER: Lee Harriss

PRESENTER: Lee Harriss, Special District Administrator
Silverado Springs PID (City Council District 2)

TITLE:

- a. Public Hearing - Service Plan - Assessment Plan, Roll and Rate;
- b. Adoption of the Silverado Springs PID 5-year Service Plan;
- c. Ordinance Approving the Service Plan, Assessment Plan, Roll and Rate;
- d. PID Advisory Board Membership

RECOMMENDED ACTION: Approve

ANALYSIS:

Chapter 372 of the Local Government Code requires the City to annually review and approve the PID five-year service plan and adopt an assessment plan, which includes the roll and rate for annual assessments within the PID. The Advisory Board has updated the recommended five-year service plan and the assessment plan, which outlines the assessments, maintenance, and improvements planned for each year.

The estimated expenditures for the 2023 fiscal year are \$98,437. This will be funded by the City, which will transfer \$597 to the PID, with the use of fund balance, \$51,000, and \$53,037 will be funded via an assessment of \$0.15 per \$100 of appraised real property value within the PID. The funds provide for annual maintenance within the PID boundaries. The proposed budget will provide for the basic maintenance and improvements. The recommended PID Advisory Board membership for 2023 is attached along with the "Addendum Containing Notice of Obligation to Pay Improvement District Assessment".

FINANCIAL CONSIDERATION:

The recommended assessment rate for the PID is \$0.15 per \$100 of appraised real property value within the PID. The estimated budget for the 2023 fiscal year is \$98,437, which includes a reimbursement of \$597 for right of way maintenance, which would otherwise performed by the City, from the Parks and Recreation General Fund MMDC.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED IMPROVEMENTS ORDERED IN

CONNECTION WITH THE GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 10 (SILVERADO SPRINGS), APPROVING THE FIVE YEAR SERVICE PLAN, SETTING AND LEVYING THE ASSESSMENT PLAN, ROLL, AND RATE, AND AUTHORIZING THE PROPER OFFICIALS OF THE CITY TO DO AND PERFORM CERTAIN ACTS IN CONNECTION WITH THE SERVICE PLAN

WHEREAS, on July 20, 2004, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the establishment of the Public Improvement District; and

WHEREAS, by Resolution No. 4005, duly passed on July 20, 2004, this City Council established Grand Prairie Public Improvement District No. 10 (Silverado Springs PID); and

WHEREAS, on September 20, 2022, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given notice as required by law and an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements on accounts of any matter or thing in the discretion of this governing body; and

WHEREAS, on September 20, 2022, the City Council closed the public hearing and by this ordinance levies the assessment as a special assessment against property and the owners thereof in the recommended amounts in the Grand Prairie Public Improvement District No. 10; and

WHEREAS, the City Council has established the Grand Prairie Public Improvement District No. 10, which by statute, allows for the establishment of an Advisory Board (attached as Exhibit B) to oversee and make recommendations to the City Council regarding planning, operations, setting assessments and disbursement of funds generated by the assessments; and

WHEREAS, the City Council hereby approves and adopts the Five Year Service Plan (attached as Exhibit A-1 and A-2) and sets and levies the assessment plan, roll, and rate as recommended by the Advisory Board.

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

SECTION 1. THAT the recitals and findings above are true and correct and are included in this ordinance as if fully set forth herein.

SECTION 2. THAT the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and improvements identified within the Five Year Service Plan, adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

SECTION 3. THAT the City Manager and City Secretary or their designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance; and that all prerequisites to the fixing of the assessments against the property within the Grand Prairie Public Improvement District

No. 10 and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

SECTION 4. THAT an assessment rate of \$0.15 per \$100 of appraised value on all real properties within the Grand Prairie Public Improvement District No. 10 in accordance with the records of the Tarrant Appraisal District shall be levied as a special assessment on the property.

SECTION 5. THAT the method of payment of the assessment shall be in a single lump sum payment upon receipt of the assessment notice, which is due October 1, 2022, and becomes delinquent on February 1, 2023, with the following interest rates: February 2023, 6%; March 2023, 7%; April 2023, 8%; May 2023, 9%; June 2023, 10%; and July 2023, 12%. Any assessment remaining unpaid on July 1, 2023, shall accrue an additional penalty for collection costs. The penalty shall be 20% of the amount of assessment, penalty, and interest due. A delinquent assessment accrues interest increasing at the rate of 1% for each additional month or portion of a month the assessment remains unpaid.

SECTION 6. THAT a lien shall be established against each affected property within the district on the date the assessment is due, and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district, or city ad valorem taxes.

SECTION 7. THAT the Chief Financial Officer or his/her designee is authorized to review and approve the expenditures recommended by the Public Improvement District Advisory Board for goods and services procured by the District.

SECTION 8. THAT this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Grand Prairie, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 9. THAT if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 10. THAT 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 liability as a result of any action required or permitted in the discharge of his said duties.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20TH DAY OF SEPTEMBER 2022.

Exhibit A
GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 10
Silverado Springs
Proposed Five Year Service Plan 2023 - 2027 BUDGET

Income based on Assessment Rate of \$0.15 per \$100 of appraised value.
The FY 2022 rate was \$0.15 per \$100 of appraised value
Service Plan projects a 10% increase in assessed value per year.

INCOME:	Value	Assess Rate	Revenue			
Appraised Value	\$35,358,065	\$ 0.15	\$ 53,037			
Description	Account	2023	2024	2025	2026	2027
Beginning Balance (Estimated)		\$ 51,000	\$ 6,197	\$ 10,031	\$ 17,875	\$ 30,137
P.I.D. Assessment	42620	\$ 53,037	\$ 58,341	\$ 64,175	\$ 70,592	\$ 77,652
City Contribution	49780	597	597	597	597	597
TOTAL INCOME		\$ 53,634	\$ 58,938	\$ 64,772	\$ 71,189	\$ 78,249
Amount Available		\$ 104,634	\$ 65,135	\$ 74,803	\$ 89,064	\$ 108,386
EXPENSES:		2023	2024	2025	2026	2027
Description						
Decorations	60132	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400	\$ 1,400
Beautification	60490	500	500	500	500	500
Wall Maintenance	60776	75,000	30,000	30,000	30,000	30,000
Mowing Contractor	61225	15,015	16,517	18,168	19,985	21,983
Collection Service (\$3.10/Acct)	61380	372	372	372	372	372
Misc.	61485	500	500	500	500	500
Admin./Management	61510	-	-	-	-	-
Postage	61520	100	100	100	100	100
Electric Power	62030	250	250	250	250	250
Water Utility	62035	3,300	3,465	3,638	3,820	4,011
Irrigation System Maint.	63065	600	600	600	600	600
Decorative Lighting Maintenance	63146	750	750	750	750	750
Property Insurance Premium	63147	500	500	500	500	500
Liability Insurance Premium	64090	150	150	150	150	150
Fencing	68061	-	-	-	-	-
Architect'L/Engineering Servcs	68240	-	-	-	-	-
Landscaping	68250	-	-	-	-	-
TOTAL EXPENSES		\$ 98,437	\$ 55,104	\$ 56,928	\$ 58,927	\$ 61,117
Ending Balance*		\$ 6,197	\$ 10,031	\$ 17,875	\$ 30,137	\$ 47,269

Avg. Annual Assessment by Home Value:

Value	Yrly Assmnt.		
\$100,000	\$150		
\$150,000	\$225		
\$200,000	\$300	Avg. Property Value:	\$ 294,651
\$250,000	\$375	Avg. Property Assessment:	\$ 442
\$300,000	\$450	No. of Properties:	120
\$350,000	\$525		

*Wall repairs/replacements

Exhibit B

Grand Prairie Public Improvement District No. 10

Advisory Board Members

2022-2023 Fiscal Year

Michael R. Smith - President

Carla Ojeda - Vice President

Evelyn Najera - Secretary/Treasurer



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 09-20-2022

REQUESTER: Lee Harriss

PRESENTER: Lee Harriss, Special District Administrator
Southwest Village PID (City Council District 1).

TITLE:

- a. Public Hearing - Service Plan – Assessment Plan, Roll and Rate
- b. Adoption of the Southwest Village PID 5-year Service Plan
- c. Ordinance approving the service plan, assessment plan, roll and rate
- d. PID Advisory Board Membership

RECOMMENDED ACTION: Approve

ANALYSIS:

Chapter 372 of the Local Government Code requires the City to annually review and approve the PID five-year service plan and adopt an assessment plan, which includes the roll and rate for annual assessments within the PID. The Advisory Board has updated the recommended five-year service plan and the assessment plan, which outlines the assessments, maintenance, and improvements planned for each year.

The estimated expenditures for the 2023 fiscal year are \$188,591. This will be funded with the use of (1) fund balance of \$20,000; (2) by available general funds from the City, in the amount of \$100,000, which will be transferred as shown on the PID plan to pay for the installation of RhinoRock fencing on property dedicated to the City in the interest of the public health, safety, and welfare of the residents of the PID and the City, and the \$100,000 will be reimbursed to the City over 20 years, subject to the City's annual approval of the service plan, assessment plan, roll, and rate; and (3) \$71,402 will be funded via an assessment of \$0.19 per \$100 of appraised real property value within the PID. The funds generated provide for annual maintenance within the PID boundaries. The proposed budget will provide for the basic maintenance and improvements. The recommended PID Advisory Board membership for 2023 is attached along with the "Addendum Containing Notice of Obligation to Pay Improvement District Assessment".

FINANCIAL CONSIDERATION:

The recommended assessment rate for the PID is \$0.19 per \$100 of appraised real property value within the PID. The estimated budget for the 2023 fiscal year is \$188,591.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED IMPROVEMENTS ORDERED IN

CONNECTION WITH THE GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 14, APPROVING THE FIVE YEAR SERVICE PLAN, SETTING AND LEVYING THE ASSESSMENT PLAN, ROLL, AND RATE, AND AUTHORIZING THE PROPER OFFICIALS OF THE CITY TO DO AND PERFORM CERTAIN ACTS IN CONNECTION WITH THE SERVICE PLAN

WHEREAS, on March 21, 2006, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the establishment of the Public Improvement District; and

WHEREAS, by Ordinance No. 7373, duly passed on March 21, 2006, this City Council established Grand Prairie Public Improvement District No. 14 (Southwest Village PID); and

WHEREAS, on September 20, 2022, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given notice as required by law and an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of or of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements on accounts of any matter or thing in the discretion of this governing body; and

WHEREAS, on September 20, 2022, the City Council closed the public hearing, by this ordinance levies the assessment as a special assessment against property and the owners thereof in the recommended amounts in the Grand Prairie Public Improvement District No. 14; and

WHEREAS, the City Council has established the Grand Prairie Public Improvement District No. 14, which by statute, allows for the establishment of an Advisory Board (attached as Exhibit B) to oversee and make recommendations to the City Council regarding planning, operations, setting assessments and disbursement of funds generated by the assessments; and

WHEREAS, the City Council finds, in the interest of the public health, safety, and welfare of the residents of the City and Grand Prairie Public Improvement District No. 14, that it is necessary to install fencing on property dedicated to the City by using general funds of the City, and Grand Prairie Public Improvement District No. 14 agrees that the total cost for construction thereof will be reimbursed to the City over 20 years, subject to the City's annual approval of the service plan, assessment plan, roll, and rate; and

WHEREAS, the City Council hereby approves and adopts the Five Year Service Plan (attached as Exhibit A-1 and A-2) and sets and levies the assessment plan, roll, and rate as recommended by the Advisory Board.

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

SECTION 1. THAT the recitals and findings above are true and correct and are included in this ordinance as if fully set forth herein.

SECTION 2. THAT the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and improvements identified within the Five Year Service Plan, adopted

by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

SECTION 3. THAT the City Manager and City Secretary or their designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance; and that all prerequisites to the fixing of the assessments against the property within the Grand Prairie Public Improvement District No. 14 and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

SECTION 4. THAT an assessment rate of \$0.19 per \$100 of appraised value on all real properties within the Grand Prairie Public Improvement District No. 14 in accordance with the records of the Tarrant Appraisal District shall be levied as a special assessment on the property.

SECTION 5. THAT the method of payment of the assessment shall be in a single lump sum payment upon receipt of the assessment notice, which is due October 1, 2022, and becomes delinquent on February 1, 2023, with the following interest rates: February 2023, 6%; March 2023, 7%; April 2023, 8%; May 2023, 9%; June 2023, 10%; and July 2023, 12%. Any assessment remaining unpaid on July 1, 2023, shall accrue an additional penalty for collection costs. The penalty shall be 20% of the amount of assessment, penalty, and interest due. A delinquent assessment accrues interest increasing at the rate of 1% for each additional month or portion of a month the assessment remains unpaid.

SECTION 6. THAT a lien shall be established against each affected property within the district on the date the assessment is due, and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district, or city ad valorem taxes.

SECTION 7. THAT the Chief Financial Officer or his/her designee is authorized to review and approve the expenditures recommended by the Public Improvement District Advisory Board for goods and services procured by the Grand Prairie Public Improvement District No. 14.

SECTION 8. THAT this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Grand Prairie, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 9. THAT if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 10. THAT 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 liability as a result of any action required or permitted in the discharge of his said duties.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20TH DAY OF SEPTEMBER 2022.

**Exhibit A
GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 14
Southwest Village
Five Year Service Plan 2023 - 2027 BUDGET**

Income based on Assessment Rate of \$0.19 per \$100 of appraised value.
The FY 2022 rate was \$0.19 per \$100 of appraised value
Service Plan projects a 10% increase in assessed value per year.

INCOME:		Value	Assess Rate	Revenue		
Appraised Value		\$37,579,848	\$ 0.19	\$ 71,402		
Description	Account	2023	2024	2025	2026	2027
Beginning Balance (Estimated)		\$ 20,000	\$ 2,811	\$ 20,903	\$ 44,910	\$ 75,532
P.I.D. Assessment	42620	\$ 71,402	\$ 78,542	\$ 86,396	\$ 95,036	\$ 104,539
Transfer in-Contingency**		100,000	-	-	-	-
TOTAL INCOME		\$ 171,402	\$ 78,542	\$ 86,396	\$ 95,036	\$ 104,539
Amount Available		\$ 191,402	\$ 81,352	\$ 107,299	\$ 139,946	\$ 180,071

EXPENSES:		2023	2024	2025	2026	2027
Description						
Office Supplies	60020	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20
Decorations	60132	800	800	800	800	800
Beautification	60490	5,000	5,000	5,000	5,000	5,000
Wall Maintenance	60776	2,000	2,000	2,000	2,000	2,000
Mowing Contractor	61225	18,736	19,298	19,877	20,473	21,087
Collection Service	61380	394	394	394	394	394
Misc.	61485	700	700	700	700	700
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	80	84	88	93	97
Liability Insurance Premium	64090	150	158	165	174	182
Fencing**	68061	130,000	-	-	-	-
Trsf to Contingency Fund**		5,000	5,000	5,000	5,000	5,000
TOTAL EXPENSES		\$ 188,591	\$ 60,449	\$ 62,389	\$ 64,414	\$ 66,529
Ending Balance*		\$ 2,811	\$ 20,903	\$ 44,910	\$ 75,532	\$ 113,542

Avg. Annual Assessment by Home Value:

Value	Yrly Assmnt.	
\$100,000	\$190	
\$150,000	\$285	
\$200,000	\$380	Avg. Property Value: \$ 295,904
\$250,000	\$475	Avg. Property Assessment: \$ 562
\$300,000	\$570	No. of Properties: 127

*Future fence replacement
**RhinoRock: \$100,000--\$5,000/year for 20 years

Exhibit B

Grand Prairie Public Improvement District No. 14

Advisory Board Members

2022-2023 Fiscal Year

Patricia White Wren – President

Nina Cooper - Vice President

Michael Tunnell - Secretary/Treasurer



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 09-20-2022

REQUESTER: Lee Harriss

PRESENTER: Lee Harriss, Special District Administrator
Walingford Village PID (City Council District 3)

TITLE:

- a. Public Hearing - Service Plan - Assessment Plan, Roll and Rate;
- b. Adoption of the Walingford Village PID 5-year Service Plan;
- c. Ordinance Approving the Service Plan, Assessment Plan, Roll and Rate;
- d. PID Advisory Board Membership

RECOMMENDED ACTION: Approve

ANALYSIS:

Chapter 372 of the Local Government Code requires the City to annually review and approve the PID five-year service plan and adopt an assessment plan, which includes the roll and rate for annual assessments within the PID. The Advisory Board has updated the recommended five-year service plan and the assessment plan, which outlines the assessments, maintenance, and improvements planned for each year.

The PID budget for the 2023 fiscal year is \$76,172. This will be funded by the City, which will transfer \$1,493 to the PID, with the use of fund balance, \$44,000, and \$50,808 will be funded by an assessment of \$0.085 per \$100 of appraised real property value within the PID. The funds generated provide for annual maintenance within the PID boundaries. The proposed budget will continue the basic maintenance and improvements from the previous year. The recommended PID Advisory Board membership for 2023 is attached along with the "Addendum Containing Notice of Obligation to Pay Improvement District Assessment".

FINANCIAL CONSIDERATION:

The recommended assessment rate for the PID is \$0.085 per \$100 of appraised real property value within the PID. The estimated budget for the 2023 fiscal year is \$76,172, which includes a reimbursement of \$1,493 for right of way maintenance, which would otherwise be performed by the City, from the Parks and Recreation General Fund MMDC.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED IMPROVEMENTS ORDERED IN

CONNECTION WITH THE GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 6 (WALINGFORD VILLAGE), APPROVING THE FIVE YEAR SERVICE PLAN, SETTING AND LEVYING THE ASSESSMENT PLAN, ROLL, AND RATE, AND AUTHORIZING THE PROPER OFFICIALS OF THE CITY TO DO AND PERFORM CERTAIN ACTS IN CONNECTION WITH THE SERVICE PLAN

WHEREAS, on September 2, 2003, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the establishment of the Public Improvement District; and

WHEREAS, by Resolution No. 2722, duly passed on September 2, 2003, this City Council established Grand Prairie Public Improvement District No. 6 (Walingford Village PID); and

WHEREAS, on September 20, 2022, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given notice as required by law and an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements on accounts of any matter or thing in the discretion of this governing body; and

WHEREAS, the City Council closed the public hearing and by this ordinance levies the assessment as a special assessment against property and the owners thereof in the recommended amounts in the Grand Prairie Public Improvement District No. 6; and

WHEREAS, the City Council has established the Grand Prairie Public Improvement District No. 6, which by statute, allows for the establishment of an Advisory Board (attached as Exhibit B) to oversee and make recommendations to the City Council regarding planning, operations, setting assessments and disbursement of funds generated by the assessments; and

WHEREAS, the City Council hereby approves and adopts the Five Year Service Plan (attached as Exhibit A-1 and A-2) and sets and levies the assessment plan, roll, and rate as recommended by the Advisory Board.

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

SECTION 1. THAT the recitals and findings above are true and correct and are included in this ordinance as if fully set forth herein.

SECTION 2. THAT the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and improvements identified within the Five Year Service Plan, adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

SECTION 3. THAT the City Manager and City Secretary or their designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance; and that all prerequisites to the fixing of the assessments against the property within the Grand Prairie Public Improvement District

No. 6 and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

SECTION 4. THAT an assessment rate of \$0.085 per \$100 of appraised value on all real properties within the Grand Prairie Public Improvement District No. 6 in accordance with the records of the Dallas Central Appraisal District shall be levied as a special assessment on the property.

SECTION 5. THAT the method of payment of the assessment shall be in a single lump sum payment upon receipt of the assessment notice, which is due October 1, 2022, and becomes delinquent on February 1, 2023, with the following interest rates: February 2023, 6%; March 2023, 7%; April 2023, 8%; May 2023, 9%; June 2023, 10%; and July 2023, 12%. Any assessment remaining unpaid on July 1, 2023, shall accrue an additional penalty for collection costs. The penalty shall be 20% of the amount of assessment, penalty, and interest due. A delinquent assessment accrues interest increasing at the rate of 1% for each additional month or portion of a month the assessment remains unpaid.

SECTION 6. THAT a lien shall be established against each affected property within the district on the date the assessment is due, and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district, or city ad valorem taxes.

SECTION 7. THAT the Chief Financial Officer or his/her designee is authorized to review and approve the expenditures recommended by the Public Improvement District Advisory Board for goods and services procured by the District.

SECTION 8. THAT this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Grand Prairie, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 9. THAT if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 10. THAT 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 liability as a result of any fact required or permitted in the discharge of his said duties.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20TH DAY OF SEPTEMBER 2022.

Exhibit A
GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 6
Walingford Village
Five Year Service Plan 2023 - 2027 BUDGET

Income based on Assessment Rate of \$0.085 per \$100 of appraised value.
 The FY 2022 rate was \$0.085 per \$100 of appraised value
 Service Plan projects a 10% increase in assessed value per year.

INCOME:		Value	Assess Rate	Revenue		
Appraised Value		\$59,774,010	\$ 0.085	\$ 50,808		
Description	Account	2023	2024	2025	2026	2027
Beginning Balance (Estimated)		\$ 44,000	\$ 20,129	\$ 35,233	\$ 54,242	\$ 77,630
P.I.D. Assessment	42620	\$ 50,808	\$ 55,889	\$ 61,478	\$ 67,625	\$ 74,388
City Contribution	49780	1,493	1,493	1,493	1,493	1,493
TOTAL INCOME		\$ 52,301	\$ 57,382	\$ 62,971	\$ 69,118	\$ 75,881
Amount Available		\$ 96,301	\$ 77,510	\$ 98,204	\$ 123,361	\$ 153,511

EXPENSES:		2023	2024	2025	2026	2027
Description						
Office Supplies	60020	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
Decorations	60132	-	-	-	-	-
Beautification*	60490	35,000	5,000	5,000	5,000	5,000
Wall Maintenance	60776	1,000	1,000	1,000	1,000	1,000
Mowing Contractor	61225	17,074	17,928	18,824	19,765	20,754
Collection Service (\$2.90/Acct)	61380	658	658	658	658	658
Misc.	61485	25	25	25	25	25
Admin./Management	61510	5,940	6,237	6,549	6,876	7,220
Postage	61520	300	300	300	300	300
Electric Power	62030	350	368	386	405	425
Water Utility	62035	1,800	1,890	1,985	2,084	2,188
Irrigation System Maint.	63065	1,000	1,000	1,000	1,000	1,000
Decorative Lighting Maintenance**	63146	6,000	500	500	500	500
Property Insurance Premium	63147	125	131	138	145	152
Liability Insurance Premium	64090	6,800	7,140	7,497	7,872	8,265
Architect/L/Engineering Servcs	68240	-	-	-	-	-
Landscaping	68250	-	-	-	-	-
TOTAL EXPENSES		\$ 76,172	\$ 42,277	\$ 43,962	\$ 45,730	\$ 47,588
Ending Balance***		\$ 20,129	\$ 35,233	\$ 54,242	\$ 77,630	\$ 105,923

Avg. Annual Assessment by Home Value:

Value	Yrly Assmnt.	
\$150,000	\$128	
\$200,000	\$170	
\$250,000	\$213	
\$300,000	\$255	
\$350,000	\$298	
		Avg. Property Value: \$ 263,322
		Avg. Property Assessment: \$ 224
		No. of Properties: 227

*Flowerbed installation/renovation
 **Monument lighting installation
 ***Future wall repairs/replacement

Exhibit B

Grand Prairie Public Improvement District No. 6

Advisory Board Members

2022-2023 Fiscal Year

Bill Elliott - President

Steven Bradfield - Vice President

Lori Butler - Secretary/Treasurer

Cornelia Miller

Kenda Stacy



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 09-20-2022

REQUESTER: Lee Harriss

PRESENTER: Lee Harriss, Special District Administrator
Whispering Oaks PID (City Council District 2)

TITLE:

- a. Public Hearing - Service Plan - Assessment Plan, Roll and Rate;
- b. Adoption of the Whispering Oaks PID 5-year Service Plan;
- c. Ordinance approving the Service Plan, Assessment Plan, Roll and Rate;
- d. PID Advisory Board Membership

RECOMMENDED ACTION: Approve

ANALYSIS:

Chapter 372 of the Local Government Code requires the City to annually review and approve the PID five-year service plan and adopt an assessment plan, which includes the roll and rate for annual assessments within the PID. The Advisory Board has updated the recommended five-year service plan and the assessment plan, which outlines the assessments, maintenance, and improvements planned for each year.

The estimated expenditures for the 2023 fiscal year are \$11,567. This will be funded by the City, which will transfer \$1,003 to the PID, and \$13,300 will be funded via an assessment of \$475 per developed lot and \$237.50 per undeveloped lot for all real property within the PID. Excess funds will be carried forward each year in fund balance as the PID saves for the future replacement of the fence. The funds generated provide for annual maintenance within the PID boundaries. The proposed budget will continue the basic maintenance and improvements from the previous year. The recommended PID Advisory Board membership for 2023 is attached along with the "Addendum Containing Notice of Obligation to Pay Improvement District Assessment".

FINANCIAL CONSIDERATION:

The recommended assessment rate for the PID is \$475 per developed lot and \$237.50 per undeveloped lot for all real property within the PID. The estimated budget for the 2023 fiscal year is \$11,567, which includes a reimbursement of \$1,003 for right of way maintenance, which would otherwise be performed by the City, from the Parks and Recreation General Fund MMDC.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED IMPROVEMENTS ORDERED IN CONNECTION WITH THE GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 2 (WHISPERING OAKS), APPROVING THE FIVE YEAR SERVICE PLAN, SETTING AND LEVYING THE ASSESSMENT PLAN, ROLL, AND RATE, AND AUTHORIZING THE PROPER OFFICIALS OF THE CITY TO DO AND PERFORM CERTAIN ACTS IN CONNECTION WITH THE SERVICE PLAN

WHEREAS, on October 17, 1995, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the establishment of the Public Improvement District; and

WHEREAS, by Resolution No. 3373, duly passed on October 17, 1995, this City Council established Grand Prairie Public Improvement District No. 2 (Whispering Oaks PID); and

WHEREAS, on September 20, 2022, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given notice as required by law and an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements on accounts of any matter or thing in the discretion of this governing body; and

WHEREAS, on September 20, 2022, the City Council closed the public hearing and by this ordinance levies the assessment as a special assessment against property and the owners thereof in the recommended amounts in the Grand Prairie Public Improvement District No. 2; and

WHEREAS, the City Council has established the Grand Prairie Public Improvement District No. 2, which by Statute, allows for the establishment of an Advisory Board (attached as Exhibit B) to oversee and make recommendations to the City Council regarding planning, operations, setting assessments and disbursement of funds generated by the assessments; and

WHEREAS, the City Council hereby approves and adopts the Five Year Service Plan (attached as Exhibit A-1 and A-2) and sets and levies the assessment plan, roll, and rate as recommended by the Advisory Board.

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

SECTION 1. THAT the recitals and findings above are true and correct and are included in this ordinance as if fully set forth herein.

SECTION 2. THAT the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and improvements identified within the Five Year Service Plan, adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

SECTION 3. THAT the City Manager and City Secretary or their designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance; and that all prerequisites

to the fixing of the assessments against the property within the Grand Prairie Public Improvement District No. 2 and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

SECTION 4. THAT an assessment rate of \$475 per developed lot and \$237.50 per undeveloped lot for all real properties within Grand Prairie Public Improvement District No. 2 in accordance with the records of the Dallas Central Appraisal District shall be levied as a special assessment on the property.

SECTION 5. THAT the method of payment of the assessment shall be in a single lump sum payment upon receipt of the assessment notice, which is due October 1, 2022, and becomes delinquent on February 1, 2023, with the following interest rates: February 2023, 6%; March 2023, 7%; April 2023, 8%; May 2023, 9%; June 2023, 10%; and July 2023, 12%. Any assessment remaining unpaid on July 1, 2023, shall accrue an additional penalty for collection costs. The penalty shall be 20% of the amount of assessment, penalty, and interest due. A delinquent assessment accrues interest increasing at the rate of 1% for each additional month or portion of a month the assessment remain unpaid.

SECTION 6. THAT a lien shall be established against each affected property within the district on the date the assessment is due and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district, or city ad valorem taxes.

SECTION 7. THAT the Chief Financial Officer or his/her designee is authorized to review and approve the expenditures recommended by the Public Improvement District Advisory Board for goods and services procured by the District.

SECTION 8. THAT this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Grand Prairie, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 9. THAT if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 10. THAT 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 liability as a result of any fact required or permitted in the discharge of his said duties.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20TH DAY OF SEPTEMBER 2022.

Exhibit A
GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 2
Whispering Oaks
Five Year Service Plan 2023 - 2027 BUDGET

Income based on Fixed Rate Assessment of \$475 per improved lot and \$237.50 per unimproved lot within the district.

INCOME:

Description	Account	2023	2024	2025	2026	2027
Beginning Balance (Estimated)		\$ 14,900	\$ 17,636	\$ 18,773	\$ 13,294	\$ 13,181
P.I.D. Assessment	42620	\$ 13,300	\$ 13,300	\$ 13,300	\$ 13,300	\$ 13,300
City Contribution	49780	1,003	1,003	1,003	1,003	1,003
TOTAL INCOME		\$ 14,303	\$ 14,303	\$ 14,303	\$ 14,303	\$ 14,303
Amount Available		\$ 29,203	\$ 31,939	\$ 33,076	\$ 27,597	\$ 27,484

EXPENSES:

Description		2023	2024	2025	2026	2027
Beautification	60490	\$ 700	\$ 1,700	\$ 700	\$ 1,700	\$ 700
Wall Maintenance**	60776	-	-	7,000	-	-
Security Cameras	61165	-	-	-	-	-
Mowing Contractor	61225	5,977	6,276	6,590	6,919	7,265
Collection Service (\$2.90/Acct)	61380	81	81	81	81	81
Misc.	61485	50	50	50	50	50
Admin./Management	61510	-	-	-	-	-
Postage	61520	14	14	14	14	14
Electric Power	62030	160	168	176	185	194
Water Utility	62035	775	814	854	897	942
Irrigation System Maint.	63065	500	500	500	500	500
Decorative Lighting Maintenance	63146	-	-	-	-	-
Property Insurance Premium	64080	60	63	66	69	73
Liability Insurance Premium*	64090	3,250	3,500	3,750	4,000	4,250
Fencing	68601	-	-	-	-	-
Landscaping	68250	-	-	-	-	-
Irrigation System		-	-	-	-	-
TOTAL EXPENSES		\$ 11,567	\$ 13,166	\$ 19,782	\$ 14,416	\$ 14,070
Ending Balance***		\$ 17,636	\$ 18,773	\$ 13,294	\$ 13,181	\$ 13,414

Improved lots are based at \$475 per year.
Unimproved lots are based at \$237.50 per year.

Avg. Property Value: \$ 368,735
Avg. Property Assessment: \$ 475
No. of Properties: 28

*Includes Officers/Directors Liability & Supplemental Property/General Liability

**Fence staining

***Future fence replacement

Exhibit B

Grand Prairie Public Improvement District No. 2

Advisory Board Members

2022-2023 Fiscal Year

Kyle Kinslow – President

Siobhan Baxter – Vice President

Tim Beamer – 2nd Vice President

Mike Billotto – Secretary/Treasurer



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 09-20-2022

REQUESTER: Lee Harriss

PRESENTER: Lee Harriss, Special District Administrator
Westchester PID (City Council Districts 2 and 6)

TITLE:

- a. Public Hearing - Service Plan - Assessment Plan, Roll and Rate;
- b. Adoption of the Westchester PID 5-Year Service Plan;
- c. Ordinance Approving the Service Plan, Assessment Plan, Roll and Rate;
- d. PID Advisory Board Membership

RECOMMENDED ACTION: Approve

ANALYSIS:

Chapter 372 of the Local Government Code requires the City to annually review and approve the PID five-year service plan and adopt an assessment plan, which includes the roll and rate for annual assessments within the PID. The Advisory Board has updated the recommended five-year service plan and the assessment plan, which outlines the assessments, maintenance, and improvements planned for each year.

The estimated expenditures for the 2023 fiscal year are \$1,456,499. This will be funded with the use of fund balance, \$700,000, by the City, which will transfer \$58,256 to the PID, and \$1,116,211 will be funded via an assessment rate of \$0.09 per \$100 of appraised real property value.

The assessment rate is decreasing from \$0.10 per \$100 of appraised real property value to \$0.09 per \$100 of appraised real property value. The funds generated provide for annual maintenance and improvements within the PID boundaries. The proposed budget will continue the basic maintenance and improvements from the previous year. The recommended PID Advisory Board membership for 2023 is attached along with the "Addendum Containing Notice of Obligation to Pay Improvement District Assessment".

FINANCIAL CONSIDERATION:

The recommended assessment rate for the PID is \$0.09 per \$100 of appraised real property value within the PID. The estimated budget for the 2023 fiscal year is \$1,456,499, which includes a reimbursement of \$58,256 for right of way maintenance, which would otherwise be performed by the City, from the Parks and Recreation General Fund MMDC.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED IMPROVEMENTS ORDERED IN CONNECTION WITH THE GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 1 (WESTCHESTER), APPROVING THE FIVE YEAR SERVICE PLAN, SETTING AND LEVYING THE ASSESSMENT PLAN, ROLL, AND RATE, AND AUTHORIZING THE PROPER OFFICIALS OF THE CITY TO DO AND PERFORM CERTAIN ACTS IN CONNECTION WITH THE SERVICE PLAN

WHEREAS, on January 16, 1991, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the establishment of the Public Improvement District; and

WHEREAS, by Resolution No. 2722, duly passed on January 16, 1991, this City Council established Grand Prairie Public Improvement District No. 1 (Westchester PID); and

WHEREAS, on September 20, 2022, a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given notice as required by law and an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of or of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements on accounts of any matter or thing in the discretion of this governing body; and

WHEREAS, on September 20, 2022, the City Council closed the public hearing and by this ordinance levies the assessment as a special assessment against property and the owners thereof in the recommended amounts in the Grand Prairie Public Improvement District No. 1; and

WHEREAS, the City Council has established the Grand Prairie Public Improvement District No. 1, which by statute, allows for the establishment of an Advisory Board (attached as Exhibit B) to oversee and make recommendations to the City Council regarding planning, operations, setting assessments and disbursement of funds generated by the assessments; and

WHEREAS, the City Council hereby approves and adopts the Five Year Service Plan (attached as Exhibit A-1 and A-2) and sets and levies the assessment plan, roll, and rate as recommended by the Advisory Board.

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

SECTION 1. THAT the recitals and findings above are true and correct and are included in this ordinance as if fully set forth herein.

SECTION 2. THAT the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and improvements identified within the Five Year Service Plan, adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

SECTION 3. THAT the City Manager and City Secretary or their designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance; and that all prerequisites

to the fixing of the assessments against the property within the Grand Prairie Public Improvement District No. 1 and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

SECTION 4. THAT an assessment rate of \$0.09 per \$100 of appraised value on all real properties within the Grand Prairie Public Improvement District No. 1 in accordance with the records of the Dallas Central Appraisal District shall be levied as a special assessment on the property.

SECTION 5. THAT the method of payment of the assessment shall be in a single lump sum payment upon receipt of the assessment notice, which is due October 1, 2022, and becomes delinquent on February 1, 2023, with the following interest rates: February 2023, 6%; March 2023, 7%; April 2023, 8%; May 2023, 9%; June 2023, 10%; and July 2023, 12%. Any assessment remaining unpaid on July 1, 2023 shall accrue an additional penalty for collection costs. The penalty shall be 20% of the amount of assessment, penalty, and interest due. A delinquent assessment accrues interest increasing at the rate of 1% for each additional month or portion of a month the assessment remains unpaid.

SECTION 6. THAT a lien shall be established against each affected property within the district on the date the assessment is due and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district, or city ad valorem taxes.

SECTION 7. THAT the Chief Financial Officer or his/her designee is authorized to review and approve the expenditures recommended by the Public Improvement District Advisory Board for goods and services procured by the District.

SECTION 8. THAT this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Grand Prairie, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 9. THAT if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 10. THAT 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 liability as a result of any fact required or permitted in the discharge of his said duties.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20TH DAY OF SEPTEMBER 2022.

Exhibit A-1
GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 1
Westchester
Five Year Service Plan 2023 - 2027 BUDGET

Income based on Assessment Rate of \$0.09 per \$100 of appraised value.

The FY 2022 rate was \$0.10 per \$100 of appraised value

Service Plan projects a 10% increase in assessed value per year.

INCOME:		Value	Assess Rate	Revenue		
Appraised Value		\$1,240,234,470	\$ 0.09	\$ 1,116,211		
Description	Account	2023	2024	2025	2026	2027
Beginning Balance (Projected)		\$ 700,000	\$ 417,968	\$ 323,468	\$ 351,457	\$ 687,949
P.I.D. Assessment	42620	\$ 1,116,211	\$ 1,227,832	\$ 1,350,615	\$ 1,485,677	\$ 1,634,245
City Contribution	49780	58,256	58,256	58,256	58,256	58,256
TOTAL INCOME		\$ 1,174,467	\$ 1,286,088	\$ 1,408,871	\$ 1,543,933	\$ 1,692,501
Amount Available		\$ 1,874,467	\$ 1,704,056	\$ 1,732,339	\$ 1,895,390	\$ 2,380,450
EXPENSES:		2023	2024	2025	2026	2027
Office Supplies	60020	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800
Decorations	60132	40,000	40,000	40,000	40,000	40,000
Beautification	60490	200,000	200,000	200,000	200,000	200,000
Wall Maintenance	60776	75,000	75,000	50,000	50,000	50,000
Professional Engineering Services	61041	12,000	12,000	12,000	12,000	12,000
Mowing Contractor	61225	307,789	323,178	339,337	356,304	374,119
Tree Services	61226	80,000	80,000	80,000	80,000	80,000
Collection Service (\$2.90/Acct)	61380	9,860	9,860	9,860	9,860	9,860
Misc.	61485	1,000	1,000	1,000	1,000	1,000
Admin./Management	61510	29,700	31,185	32,744	34,381	36,101
Postage	61520	50	50	50	50	50
Electric Power	62030	6,300	6,615	6,946	7,293	7,658
Water Utility	62035	130,000	136,500	143,325	150,491	158,016
Irrigation System Maint.	63065	40,000	40,000	40,000	40,000	40,000
Decorative Lighting Maintenance	63146	15,000	15,000	15,000	15,000	15,000
Property Insurance Premium	64080	5,000	5,250	5,513	5,788	6,078
Liability Insurance Premium	64090	3,000	3,150	3,308	3,473	3,647
Fencing*	68061	500,000	400,000	400,000	200,000	200,000
Construction	68540	-	-	-	-	-
TOTAL EXPENSES		\$ 1,456,499	\$ 1,380,588	\$ 1,380,882	\$ 1,207,441	\$ 1,235,327
Ending Balance*		\$ 417,968	\$ 323,468	\$ 351,457	\$ 687,949	\$ 1,145,123

Avg. Annual Assessment by Home Value:

Value	Yrly Assmnt.		
\$100,000	\$90	Avg. Property Value:	\$ 364,775
\$200,000	\$180	Avg. Property Assessment:	\$ 328
\$300,000	\$270	No. of Properties:	3,400
\$400,000	\$360		
\$500,000	\$450		

*Future wall replacements

Exhibit B

Grand Prairie Public Improvement District No. 1

Advisory Board Members

2022-2023 Fiscal Year

Stretch Rideaux – President

Eula Vaughn– Vice President

Gary La Gray – Board Member

Robert De Los Santos – Board Member

Vacant – Board Member



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 09/20/2022

REQUESTER: Monica Espinoza, Administrative Supervisor

PRESENTER: Savannah Ware, AICP, Chief City Planner

TITLE: STP-22-07-0034 - Site Plan - 2400 W Marshall Dr Industrial Warehouse (City Council District 1). Site Plan for a Warehouse/Distribution center on 9.55 acres. Site 7, Great Southwest Industrial District, City of Grand Prairie, Tarrant County, Texas, zoned Light Industrial (LI), and addressed as 2400 W Marshall Dr (On August 22, 2022, the Planning and Zoning Commission recommended approval by a vote of 8-0)

APPLICANT: Brandon T Day, Urban Structure

RECOMMENDED ACTION: Approve

SUMMARY:

Site Plan for a Warehouse/Distribution center on 9.55 acres. Site 7, Great Southwest Industrial District, City of Grand Prairie, Tarrant County, Texas, zoned Light Industrial (LI), and addressed as 2400 W Marshall Dr.

PURPOSE OF REQUEST:

The applicant seeks Site Plan approval to permit the construction of a Warehouse/Distribution Center. The zoning of the site is Light Industrial (LI) and permits the use by right. The Unified Development Code (UDC) requires City Council approval of a site plan to ensure that the development meets 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 uses for the surrounding properties.

Table 1. Zoning and Land Use

Direction	Zoning	Existing Use
North	Light Industrial (LI)	Vacant Railroad and Poy-America
South	Light Industrial (LI)	Warehouse / Distribution
West	Light Industrial (LI)	Lockheed Martin Innovative Machine and Laser Jack's Pour House Grill
East	Light Industrial (LI)	Alpha Furniture Corporate Office

HISTORY:

- November 20, 1990: The existing zoning was established by City Council approving Ordinance 4779 that included a city-wide Zoning Ordinance and Map.

PROPOSED USE CHARACTERISTICS AND FUNCTION:

The applicant is seeking site plan approval to construct a 163,207 Sq. Ft. Warehouse and Distribution Facility. The existing structure will be demolished for the new larger structure.

ZONING REQUIREMENTS:*Density and Dimensional Requirements*

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

Table 2. Density and Dimensional Requirements

Standard	Required	Lot 1 Blk 1	Meets
Min. Lot Area (Sq. Ft.)	15,000	416,100	Yes
Min. Lot Width (Ft.)	100	394	Yes
Min. Lot Depth (Ft.)	150	1,068	Yes
Front Setback (Ft.)	25	30	Yes
Rear Setback (Ft.)	0	62	Yes
Side Setback (Ft.)	25	25	Yes
Max. Height (Ft.)	50	46	Yes
Max. Floor Area Ratio (FAR)	1:1	0.4:1	Yes

Parking Requirements

The property is subject to parking requirements in Article 10 of the UDC. The following table summarizes these requirements. The parking requirements are met due to noted items.

Table 3. Parking Summary

Standard	Required	Proposed	Meets
Office / Showroom (Retail – Oriented) (1 space per 1,000 Sq. Ft.)	7	7	Yes
Distribution, Warehouse, or Storage (> 25,000 Sq. Ft.: 20 spaces and 1 space per 5,000 Sq. Ft.)	47	98	Yes*

**Article 10.13.2.A.2 of the UDC allows DRC to approve increases in parking if parking trees are increased at a rate of 1 per 10 spaces over required amount.*

Landscape and Screening

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

Table 4. Landscape & Screening Requirements

Standard	Required	Provided	Meets
Landscape Area 10% (Sq. Ft.)	41,609	50,213(12%)	Yes
Street Trees (1 per 50 linear Ft. w/clustering permitted)	8	10	Yes
Parking Trees (ROW Ends / not to exceed 20 spaces without tree / 1 tree within 100 Ft. of each space)	5	16*	Yes*
Total Site Trees (1 per 500 Sq. Ft. of Req. Landscaping)	83	83	Yes
Shrubs (1 per 50 Sq. Ft. of Req. Landscaping)	832	832	Yes

**Includes 6 additional trees to compensate for increased parking spaces above required amount.*

Building Design

The warehouse / distribution structure meets the building design standards. The building design standards are established by Appendix X, Industrial Development Standards.

- Primary Facade - 100% masonry tilt wall with stone accent that includes color transition. Architectural enhancements include glass curtain wall comprising 30% of the facade, awning projection, and cornice projection as well as vertical and horizontal articulation.
- Secondary facade - 100% masonry tilt wall with color accent and vertical articulation.

VARIANCES:

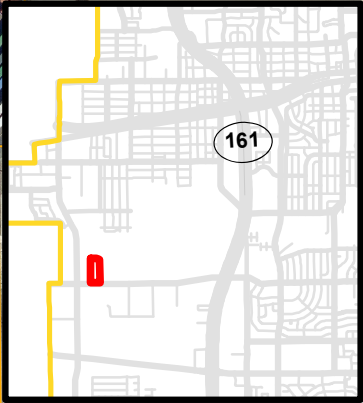
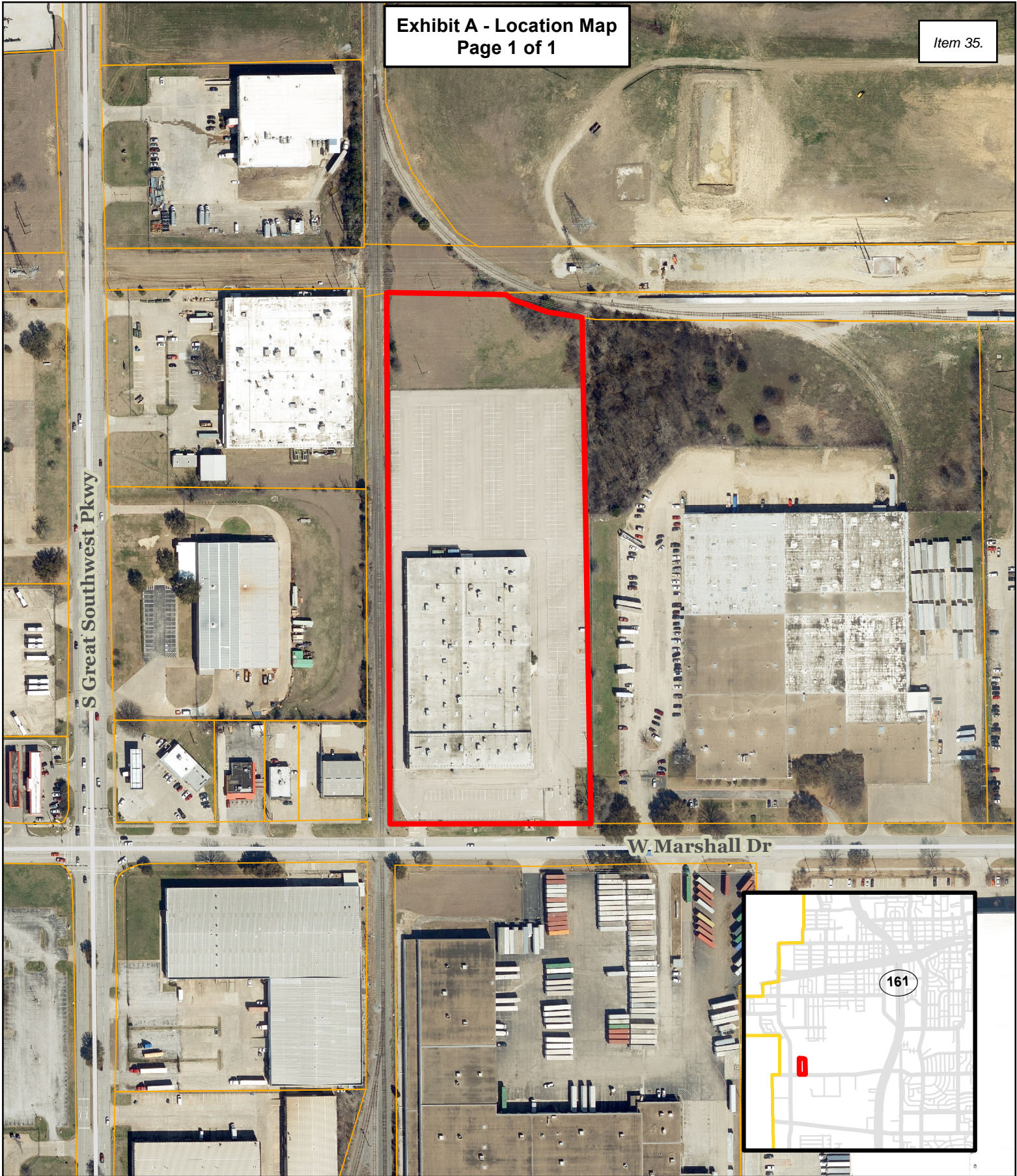
The applicant is not requesting any variances.

ANALYSIS:

The proposal meets all requirements of the UDC except for 51 parking spaces more than the required amount. The UDC allows for additional parking if one tree per 10 spaces is provided to compensate for parking above required amounts. The applicant has added six parking trees to the Landscape Plan.

RECOMMENDATION:

- On August 22, 2022, the Planning and Zoning Commission recommended approval by a vote of 8-0).
- The Development Review Committee (DRC) recommends approval.



OWNER / DEVELOPER
PROLOGIS
 2021 MCKINNEY AVE. SUITE #1050
 DALLAS, TEXAS 75201
 SIDNEY STRATTON
 PHONE: (972) 844-9229
 SSTRATTON@PROLOGIS.COM

TABLE 3. PARKING SUMMARY

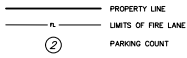
STANDARD	REQUIRED	PROPOSED	MEETS
OFFICE/SHOWROOM (RETAIL-ORIENTED) (1 SPACE PER 1,000 SQ. FT.)	7	7	YES
DISTRIBUTION, WAREHOUSE, OR STORAGE (≥25,000 SQ. FT.: 20 SPACES AND 1 SPACE PER 6,000 SQ. FT.)	47	98	NO
MANUFACTURING PLANT (1 SPACE PER 600 SQ. FT.)	N/A	N/A	N/A

TABLE 2. DENSITY AND DIMENSIONAL REQUIREMENTS

STANDARD	REQUIRED	LOT 1 BLK 1	MEETS
MIN. LOT AREA (SQ. FT.)	15,000	416,100	YES
MIN. LOT WIDTH (FT.)	100	394.08	YES
MIN. LOT DEPTH (FT.)	150	1067.52	YES
FRONT SETBACK (FT.)	25	30	YES
REAR SETBACK (FT.)	0	0	YES
SIDE SETBACK (FT.)	25	25	YES
MAX. HEIGHT (FT.)	50	48.25	YES
MAX. FLOOR AREA RATIO (FAR)	1:1	39%	YES

PARKING:
 WAREHOUSE: 25,000 SQUARE FEET AND GREATER = 20 SPACES PLUS ONE (1) SPACE PER 5,000 SQUARE FEET
 162,491 SF
 ≥25,000 SQ. FT. SPACES
 127,491 SF / 5,000=27 SPACES
 PARKING SPACES REQUIRED=47
 PARKING SPACES PROVIDED=105

SITE LEGEND



SITE SUMMARY:

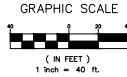
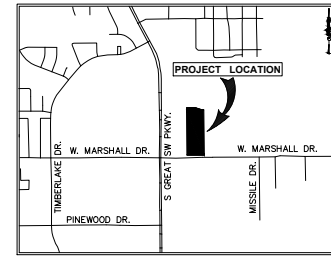
- TOTAL SITE AREA 9.55 ACRES
- LAND USE: LIGHT INDUSTRIAL
- EXTERIOR MASONRY DETAILS - MASONRY TILT/WALL BUILDING (SEE ELEVATION DRAWING)
- ROOF HEIGHT: 46'-3" (SEE ELEVATION DRAWING)
- SITE LANDSCAPING: 10% (10% REQUIRED)
- DUMPSTER ENCLOSURE SHALL BE 6' IN HEIGHT, CONSISTENCY OF MASONRY WALLS WITH METAL GATES.
- TYPE 1 SCREENING WALL SHALL BE 6' IN HEIGHT, MASONRY SHALL MATCH TRASH ENCLOSURE.
- SITE NOT IN FLOODPLAIN/FLOODWAY PER FEMA FLOOD MAP.

PARKING AND LOADING:
 REQUIRED: 1 SPACE/1,000 SF OF BUILDING, 1 ACCESSIBLE/25 TOTAL SPACES PROVIDED: 5 SPACES (1 VAN ACCESSIBLE)

AREA CALCULATIONS:
 TOTAL: 416,100 SF
 PAVING: 212,174 SF 51%
 BUILDING FOOTPRINT: 143,207 SF 34%
 LANDSCAPING: 41,481 SF 10%

PAVING DETAILS PER GEOTECH REPORT:
 LIGHT DUTY PAVING:
 5" PORTLAND CEMENT CONCRETE OF 3,600 PSI WITH #3 BARS @ 18" O.C.E.W.
 6" LIME TREATED SUBGRADE
 HEAVY DUTY PAVING:
 8" PORTLAND CEMENT CONCRETE OF 3,600 PSI WITH #3 BARS @ 18" O.C.E.W.
 6" LIME TREATED SUBGRADE

SITE SHALL COMPLY WITH AND/OR EXCEED UDC'S APPENDIX X SECTION 7



LOCATION MAP
(NOT TO SCALE)

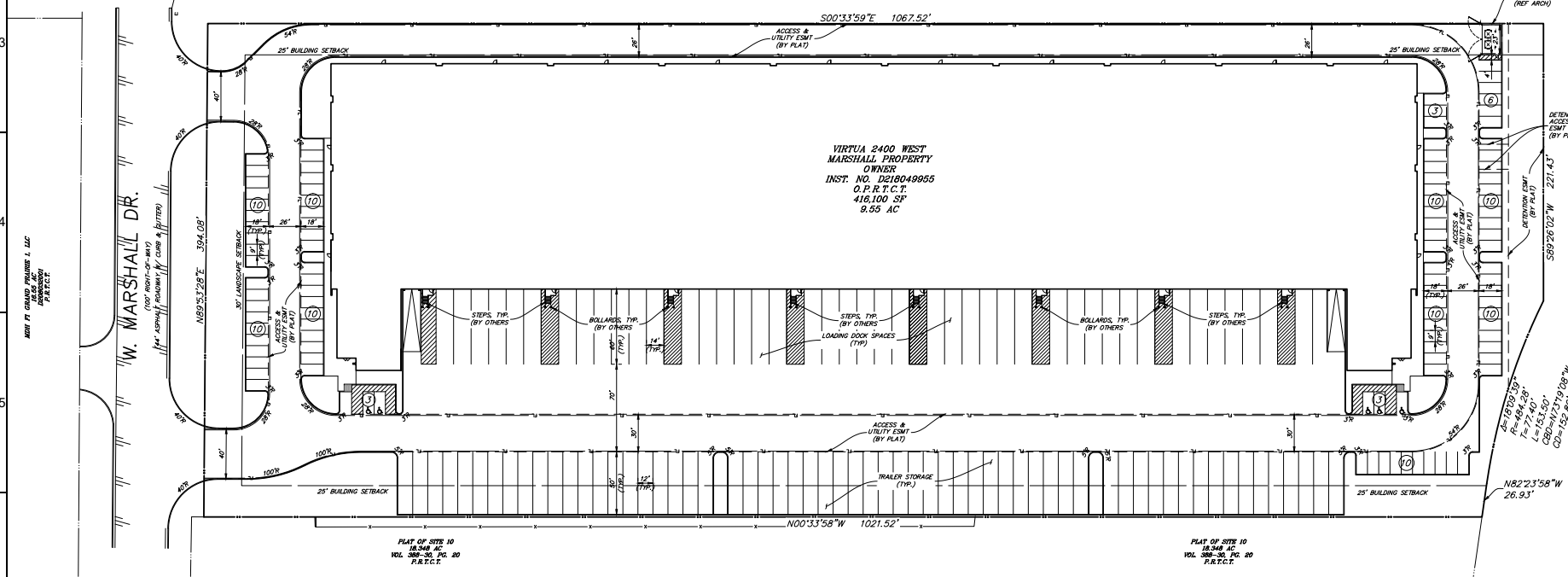
Exhibit B - Site Plan
 Page 1 of 1

AVIAN PROPERTY, INC.
 6.548 AC
 D204130000
 P.R.T.C.T.

PLAT RECORDED BY
 VOL. 388-103, PG. 27
 P.R.T.C.T.

GSW MARSHALL INVESTMENT, LLC
 8.308 AC
 D20080000
 P.R.T.C.T.

GSW PARKWAY 2014, LLC
 4.931 AC
 D20080000
 P.R.T.C.T.



VIRTUA 2400 WEST MARSHALL PROPERTY OWNER
 INST. NO. D218049855
 O.P.R.T.C.T.
 416,100 SQ.
 9.55 AC

PLAT OF SITE NO
 18.348 AC
 VOL. 388-30, PG. 20
 P.R.T.C.T.

PLAT OF SITE NO
 18.348 AC
 VOL. 388-30, PG. 20
 P.R.T.C.T.

ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 444830001, DATED 01/21/2018 PREPARED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR DALLAS COUNTY, TEXAS, THIS PROPERTY LIES WITHIN ZONE X.

Item 35.



PRELIMINARY
 NOT FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES
 PREPARED UNDER THE SUPERVISION OF
 DOUGLASE BARRILLEUX
 P.E.#97518
 842022

PROLOGIS - GRANDE PRAIRIE
 2400 W. MARSHALL DR.
 GRANDE PRAIRIE, DALLAS COUNTY, TX

OWNER: PROLOGIS	DATE: 07/20/2024
DRAWN BY: BTB	SCALE: AS SHOWN
DESIGNED BY: BTB	PROJECT: 2400
INVESTOR: DEB	SHEET TITLE: SITE PLAN
DATE PLOTTED: 7/20/24	PROJECT NUMBER: 2400

EX. SP

Exhibit C - Building Elevations
Page 1 of 5

AT LEAST 2 AREAS OF VERTICAL ARTICULATION: 5% OF BUILDING HEIGHT, 15% OF BUILDING LENGTH
NORTH ELEVATION
SOUTH ELEVATION
WINDOWS ALONG 30% OF FACADAE

WEST ELEVATION
EAST ELEVATION

10%-25% MASONRY ACCENT MATERIAL

WEST ELEVATION
EAST ELEVATION

15% GLASS CURTAIN WALL/GLASS FACADE

NORTH ELEVATION
SOUTH ELEVATION

ACCENT LIGHTING 50% OF HORIZONTAL LENGTH OF FACADE

NORTH ELEVATION
SOUTH ELEVATION



Item 35.

TILT UP PANEL FIELD
COLOR: PLD-6 SABLE



TILT UP PANEL
ACCENT COLOR 1:
PLD-7 LIQUORICE TINT



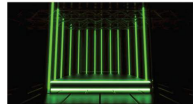
TILT UP PANEL
ACCENT COLOR 2:
PLD-8 DRAKE



STONE VENEER



CURTAIN WALL
GLAZING - 15% OF
FACADE



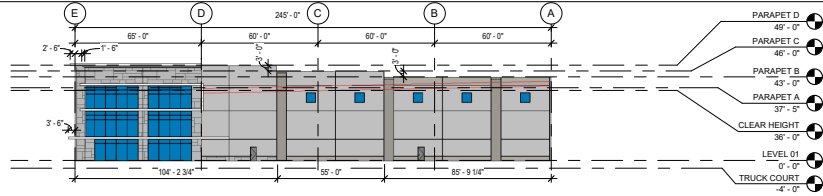
LED ACCENT LIGHTING
- 50% OF FACADE

*PRELIMINARY NOT FOR CONSTRUCTION, PERMIT, OR REGULATORY APPROVAL. *RENDERING IS REPRESENTATIVE OF DESIGN INTENT ONLY. IT IS NOT A PHOTO-REALISTIC REPRESENTATION OF ACTUAL MATERIALS PROPOSED AND SHOULD BE CONSIDERED PRELIMINARY AT ALL STAGES.
*ALL BUILDING AREAS ARE APPROXIMATE UNTIL BUILDING FOOTPRINT / ENTRY DESIGNS ARE FINALIZED.

Exhibit C - Building Elevations
Page 2 of 5

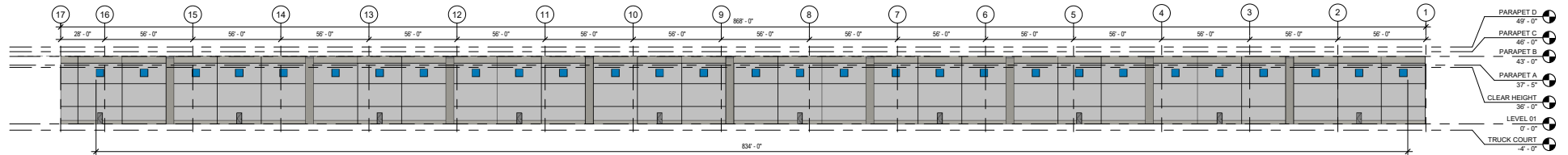


*PRELIMINARY NOT FOR CONSTRUCTION, PERMIT, OR REGULATORY APPROVAL. *RENDERING IS REPRESENTATIVE OF DESIGN INTENT ONLY. IT IS NOT A PHOTOREALISTIC REPRESENTATION OF ACTUAL MATERIALS PROPOSED AND SHOULD BE CONSIDERED PRELIMINARY AT ALL STAGES.
*ALL BUILDING AREAS ARE APPROXIMATE UNTIL BUILDING FOOTPRINT / ENTRY DESIGNS ARE FINALIZED.



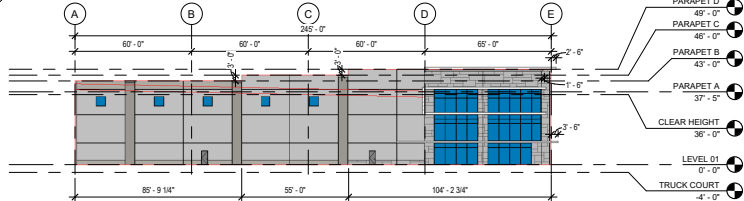
1 SD - NORTH ELEVATION

Scale: 1/32" = 1'-0"



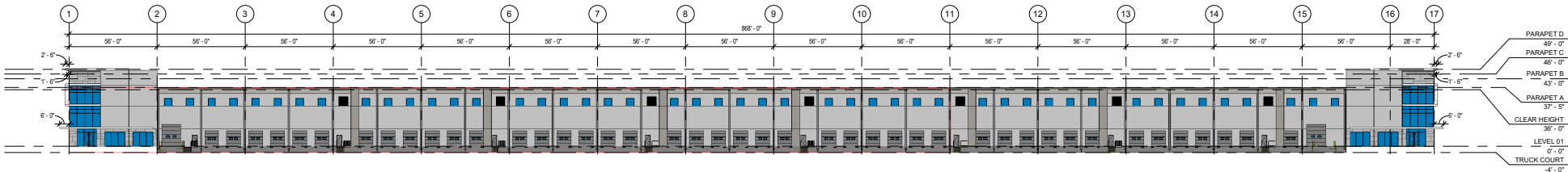
2 SD - WEST ELEVATION

Scale: 1/32" = 1'-0"



3 SD - SOUTH ELEVATION

Scale: 1/32" = 1'-0"



4 SD - EAST ELEVATION

Scale: 1/32" = 1'-0"

APPENDIX X - SECTION 4 - SUMMARY - FRONT LOADING BUILDING

PRIMARY FACADES

NORTH ELEVATION:
 MATERIAL: MASONRY TILT WALL PAINTED TILT WALL PANELS/FORMLINER/ STONE/GLAZING
 SECTION 4.2: FACADE ELEMENTS (3 REQUIRED)
 B. A GLASS CURTAIN WALL OR EQUIVALENT. 15% OF FACADE. 1,878.83 SF/11,366 SF= 16.5%
 F. ACCENT LIGHTING ALONG A DIMENSION TOTALING AT LEAST 50% OF LENGTH. 378SF/245SF= 154%
 E. VERTICAL AND HORIZONTAL ARTICULATION (H 15%, V 5%). HEIGHT 49X55=2,495. LENGTH 245X 15= 36.75

SOUTH ELEVATION: FACING WEST MARSHALL DRIVE
 MATERIAL: PAINTED TILT WALL PANELS/FORMLINER/ STONE/GLAZING
 SECTION 4.2: FACADE ELEMENTS (3 REQUIRED)
 B. A GLASS CURTAIN WALL OR EQUIVALENT. 15% OF FACADE. 1,878.83 SF/11,366 SF= 16.5%
 F. ACCENT LIGHTING ALONG A DIMENSION TOTALING AT LEAST 50% OF LENGTH. 378SF/245SF= 154%
 E. VERTICAL AND HORIZONTAL ARTICULATION (H 15%, V 5%). HEIGHT 49X55=2,495. LENGTH 245X 15= 36.75

SECONDARY FACADES

WEST ELEVATION:
 MATERIAL: MASONRY TILT WALL PAINTED TILT WALL PANELS
 SECTION 4.4: FACADE ELEMENTS (2 REQUIRED)
 A. MASONRY ACCENT MATERIAL OR ACCENT COLOR 10-25%. 7,209 SF/37,323 SF= 19.32%
 C. WINDOWS ALONG 30% OF THE LENGTH OF EACH FACADE. 634 /868 = 96.1%

EAST ELEVATION:
 MATERIAL: MASONRY TILT WALL PAINTED TILT WALL PANELS
 SECTION 4.4: FACADE ELEMENTS (2 REQUIRED)
 A. MASONRY ACCENT MATERIAL OR ACCENT COLOR 10-25%. 7,114 SF/36,799 SF= 19.33%
 C. WINDOWS ALONG 30% OF THE LENGTH OF EACH FACADE. 100%

Exhibit C - Building Elevations
Page 3 of 5

*PRELIMINARY NOT FOR CONSTRUCTION, PERMIT, OR REGULATORY APPROVAL. *RENDERING IS REPRESENTATIVE OF DESIGN INTENT ONLY. IT IS NOT A PHOTOREALISTIC REPRESENTATION OF ACTUAL MATERIALS PROPOSED AND SHOULD BE CONSIDERED PRELIMINARY AT ALL STAGES.
*ALL BUILDING AREAS ARE APPROXIMATE UNTIL BUILDING FOOTPRINT / ENTRY DESIGNS ARE FINALIZED.

APPENDIX X: INDUSTRIAL DEVELOPMENT STANDARDS

A. TOTAL SURFACE AREA OF ALL PRIMARY FACADES AND SECONDARY FACADES = 96,833 SF
 B. HEIGHT AND PERCENTAGE TABULATIONS OF ALL EXTERIOR WALL MATERIALS:

WALL	HEIGHTS	TOTAL AREA	CONCRETE TILT WALL (FIELD)	CONCRETE TILT WALL (ACCENT COLOR/FORMLINER)	STONE VENEER	GLASS	METAL DOORS
EAST	49'-37"-5"	36,798 SF	21,461 SF (58.32%)	7,114 SF (19.33%)	937.31 SF (2.55%)	2,977 SF (8.1%)	4,307 SF (11.7%)
SOUTH	49'-49'-4"	11,366 SF	6,654 SF (58.54%)	1,297 SF (11.07%)	1,402 SF (12.33%)	2,003 SF (17.63%)	47 SF (0.42%)
WEST	49'	37,323 SF	29,150 SF (77.81%)	7,209 SF (19.32%)		773 SF (2.07%)	238 SF (0.64%)
NORTH	49'-49'-4"	11,366 SF	6,654 SF (58.54%)	1,297 SF (11.07%)	1,402 SF (12.33%)	2,003 SF (17.63%)	47 SF (0.42%)
TOTAL		96,833 SF	63,919 SF (66%)	16,837 SF (17.38%)	3,741 SF (3.86%)	7,708 SF (7.96%)	4,639 SF (4.78%)

PROJECT INFORMATION

SIZE AND USE OF STRUCTURES:
 WAREHOUSE = 162,491 SF
 PARKING SPACES = 105
 TOTAL LAND = 9.55 AC (416,173 SF) TOTAL CONSTRUCTION = 162,491 SF

LANDSCAPING:

	PERCENTAGE OF LANDSCAPE REQUIRED	AREA OF PERCENT CALCULATION	TOTAL LANDSCAPE REQUIRED	TOTAL LANDSCAPE PROVIDED
OPEN SPACES	4%	416,173 SF	16,646 SF	+16,747 SF

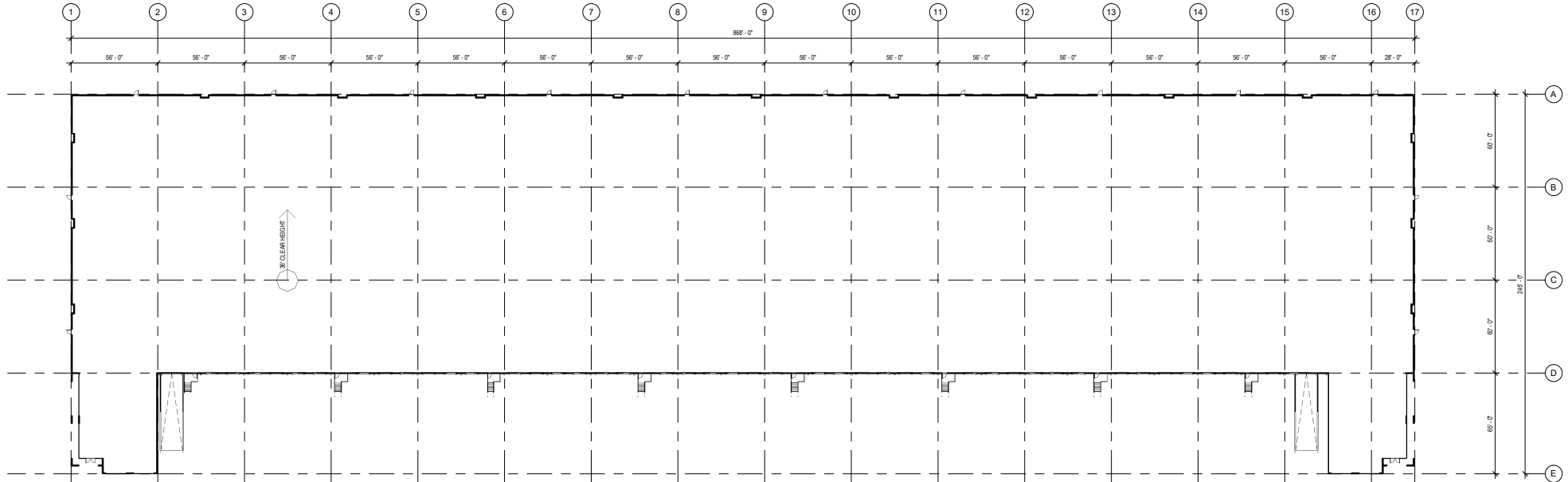
Exhibit C - Building Elevations
Page 5 of 5

C. ARTICULATION FEATURES PROPOSED FOR EACH WALL ELEVATION SUBJECT TO ARTICULATION REQUIREMENTS.

- EAST - 30% OF TOTAL LENGTH (868) = 260'-0"
- SOUTH - 50% OF TOTAL LENGTH (245) = 122'-0"
- WEST - 30% OF TOTAL LENGTH (868) = 260'-0"
- NORTH - 50% OF TOTAL LENGTH (245) = 122'-0"

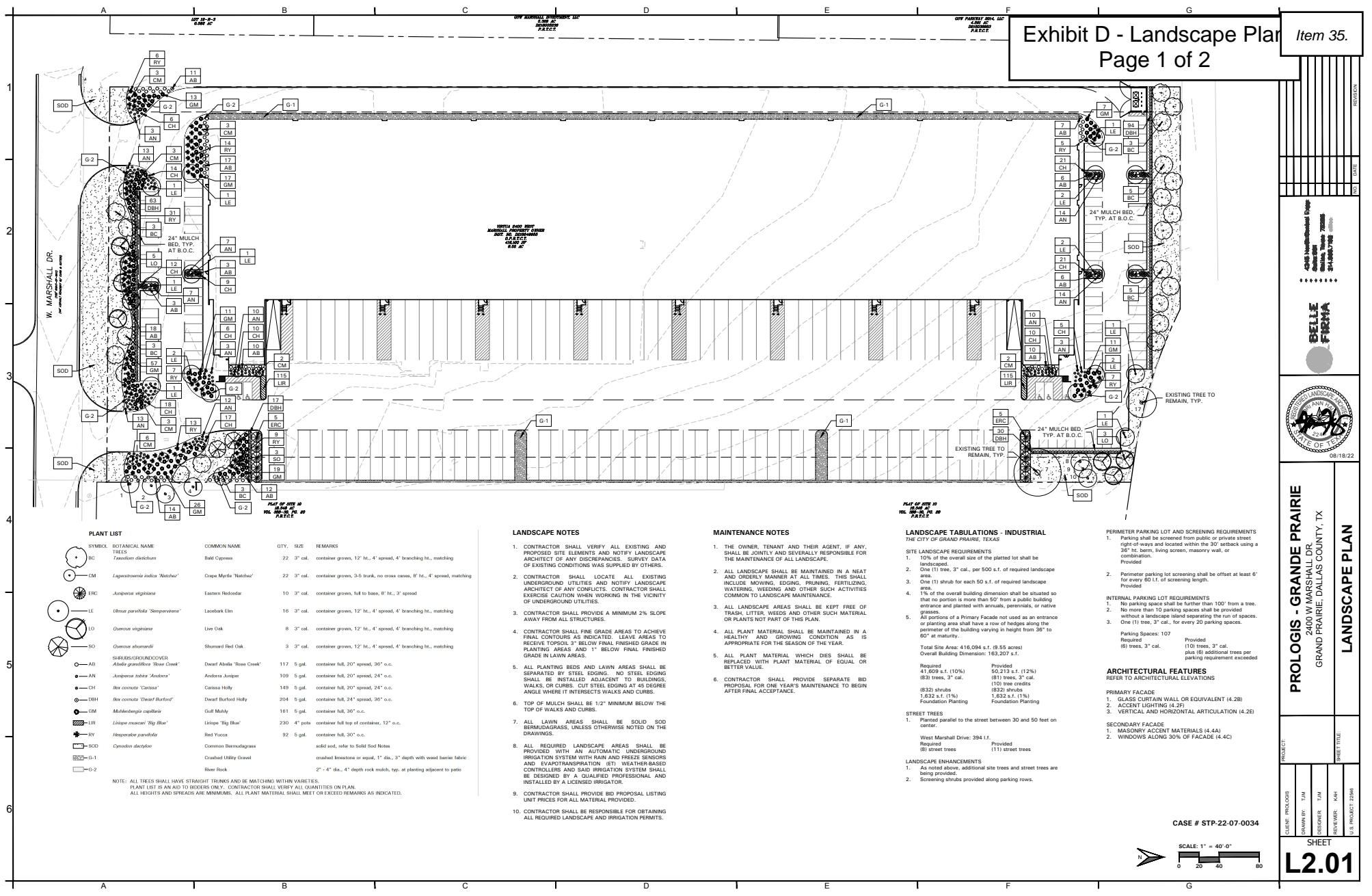
D. TOP OF ROOF DECK HEIGHT BEING INDICATED BY A DASHED LINE ON ALL BUILDING ELEVATIONS

E. PROVIDE A COLOR PALLETTE, MATERIAL SAMPLE, OR RENDERING OF ALL MATERIALS AND COLORS PROPOSED ON ALL PRIMARY FACADES



1 SD - FLOORPLAN
Scale: 1/32" = 1'-0"

*PRELIMINARY NOT FOR CONSTRUCTION, PERMIT, OR REGULATORY APPROVAL. *RENDERING IS REPRESENTATIVE OF DESIGN INTENT ONLY. IT IS NOT A PHOTOREALISTIC REPRESENTATION OF ACTUAL MATERIALS PROPOSED AND SHOULD BE CONSIDERED PRELIMINARY AT ALL STAGES.
 *ALL BUILDING AREAS ARE APPROXIMATE UNTIL BUILDING FOOTPRINT / ENTRY DESIGNS ARE FINALIZED.



PLANT LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
BC	<i>Taxodium distichum</i>	Bay Cypress	22	3' cal.	container grown, 12" ht., 4" spread, 4' branching ht., matching
CM	<i>Laguncularia indica 'Natchez'</i>	Crope Myrtle 'Natchez'	22	3' cal.	container grown, 3-5 trunk, no cross canes, 8' ht., 4' spread, matching
ERC	<i>Jurinea virginiana</i>	Eastern Peonidero	10	3' cal.	container grown, full to base, 6' ht., 3' spread
LE	<i>Ulmus parvifolia 'Sempervirens'</i>	Londonk Elm	16	3' cal.	container grown, 12" ht., 4" spread, 4' branching ht., matching
LO	<i>Quercus virginiana</i>	Live Oak	8	3' cal.	container grown, 12" ht., 4" spread, 4' branching ht., matching
	<i>Quercus shumardii</i>	Shumard Red Oak	3	3' cal.	container grown, 12" ht., 4" spread, 4' branching ht., matching
SHRUBS-GROUNDCOVER	<i>Abutilon parviflorum 'Roses Creek'</i>	Dwarf Abutilon 'Roses Creek'	117	5 gal.	container full, 20" spread, 36" o.c.
AN	<i>Jurinea tobira 'Andromeda'</i>	Andromeda Jurinea	109	5 gal.	container full, 20" spread, 24" o.c.
CH	<i>Ilex cornuta 'Crispa'</i>	Crispa Holly	149	5 gal.	container full, 20" spread, 24" o.c.
DBH	<i>Ilex cornuta 'Dwarf Burford'</i>	Dwarf Burford Holly	204	5 gal.	container full, 24" spread, 36" o.c.
CM	<i>Mitellahegria capitata</i>	Gulf Maitly	151	5 gal.	container full, 36" o.c.
RY	<i>Elaeagnus 'Big Blue'</i>	Unique 'Big Blue'	230	4" pots	container full top of container, 12" o.c.
RY	<i>Yucca</i>	Red Yucca	92	5 gal.	container full, 30" o.c.
SOD	<i>Cynodon dactylon</i>	Common Bermuda Grass			solid sod, refer to Solid Sod Notes
G-1		Crushed Utility Gravel			crushed limestone or equal, 1" dia., 3" depth with weed barrier fabric
G-2		River Rock			2" - 4" dia., 4" depth rock mulch, top, at planting adjacent to patio

NOTE: ALL TREES SHALL HAVE STRAIGHT TRUNKS AND BE MATCHING WITH VARIETIES.
PLANT LIST IS AN AID TO BIDDING ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES ON PLAN.
ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED.

LANDSCAPE NOTES

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- CONTRACTOR SHALL PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
- ALL PLANTING BEDS AND LAWN AREAS SHALL BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS, OR CURBS. CUT STEEL EDGING AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND CURBS.
- TOP OF MULCH SHALL BE 1/2" MINIMUM BELOW THE TOP OF WALKS AND CURBS.
- ALL LAWN AREAS SHALL BE SOLID SOD BERMUDDGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
- CONTRACTOR SHALL PROVIDE BID PROPOSAL LISTING UNIT PRICES FOR ALL MATERIAL PROVIDED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.

MAINTENANCE NOTES

- THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE.
- ALL LANDSCAPE SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING AND OTHER SUCH ACTIVITIES COMMON TO LANDSCAPE MAINTENANCE.
- ALL LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT PART OF THIS PLAN.
- ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR.
- ALL PLANT MATERIAL WHICH DIES SHALL BE REPLACED WITH PLANT MATERIAL OF EQUAL OR BETTER VALUE.
- CONTRACTOR SHALL PROVIDE SEPARATE BID PROPOSAL FOR ONE YEAR'S MAINTENANCE TO BEGIN AFTER FINAL ACCEPTANCE.

LANDSCAPE TABULATIONS - INDUSTRIAL
THE CITY OF GRAND PRAIRIE, TEXAS

SITE LANDSCAPE REQUIREMENTS

- 10% of the overall size of the planted lot shall be landscaped.
- One (1) tree, 3" cal., per 500 s.f. of required landscape area.
- One (1) shrub for each 50 s.f. of required landscape area.
- 1% of the overall building dimension shall be situated so that no portion is more than 50' from a public building entrance and planted with annuals, perennials, or native grasses.
- All portions of a Primary Facade not used as an entrance or planting area shall have a row of hedges along the perimeter of the building varying in height from 36" to 60" at maturity.

Total Site Area: 416,094 s.f. (9.55 acres)
Overall Building Dimension: 183,207 s.f.

Required	50,213 s.f. (12%)	831 trees, 3" cal.	(10) tree credits
Required	832 shrubs	1,632 s.f. (1%)	Foundation Planting

STREET TREES

- Planted parallel to the street between 30 and 50 feet on center.

West Marshall Drive: 394 s.f.	Provided	(11) street trees
Required	(8) street trees	

LANDSCAPE ENHANCEMENTS

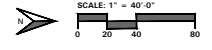
- As noted above, additional site trees and street trees are being provided.
- Screening shrubs provided along parking rows.

PERIMETER PARKING LOT AND SCREENING REQUIREMENTS

- Parking shall be screened from public or private street right-of-way and located within the 30' setback using a 36" ht. berm, living screen, masonry wall, or combination. Provided.
 - Perimeter parking lot screening shall be offset at least 6' for every 60 ft. of screening length. Provided.
- INTERNAL PARKING LOT REQUIREMENTS**
- No parking spaces shall be further than 100' from a tree.
 - No more than 10 parking spaces shall be provided without a landscape island separating the run of spaces.
 - One (1) tree, 3" cal., for every 20 parking spaces.
- Parking Spaces: 107**
- | Required | Provided |
|--------------------|---------------------|
| (9) trees, 3" cal. | (10) trees, 3" cal. |
- plus (9) additional trees per parking requirement exceeded

ARCHITECTURAL FEATURES
REFER TO ARCHITECTURAL ELEVATIONS

- PRIMARY FACADE**
- GLASS CURTAIN WALL OR EQUIVALENT (4.2B)
 - ACCENT LIGHTING (4.2F)
 - VERTICAL AND HORIZONTAL ARTICULATION (4.2E)
- SECONDARY FACADE**
- MASONRY ACCENT MATERIALS (4.4A)
 - WINDOWS ALONG 30% OF FACADE (4.4C)



PROLOGIS - GRANDE PRAIRIE
2400 W. MARSHALL DR.
GRAND PRAIRIE, DALLAS COUNTY, TX

LANDSCAPE PLAN

DATE: 08/18/22

SCALE: 1" = 40'-0"

CASE # STP-22-07-0034

SHEET
L2.01

DATE: 08/18/22

PROLOGIS - GRANDE PRAIRIE
2400 W. MARSHALL DR.
GRAND PRAIRIE, DALLAS COUNTY, TX

LANDSCAPE PLAN



08/18/22

PROLOGIS - GRANDE PRAIRIE
2400 W. MARSHALL DR.
GRAND PRAIRIE, DALLAS COUNTY, TX
LANDSCAPE SPECIFICATIONS AND DETAILS

CASE # STP-22-07-0034

DATE	08/18/22
DESIGNED BY	TJM
CHECKED BY	MMH
DATE	08/18/22

SHEET
L2.02

SECTION 32 9300 - LANDSCAPE

PART 1 - GENERAL

1.1 **REFERENCE DOCUMENTS**
A. Refer to Landscape Plan, notes, details, bidding requirements, special provisions, and schedules for additional requirements.

1.2 DESCRIPTION OF WORK

A. Work included: Furnish all supervision, labor, materials, services, equipment and appliances required to complete the work covered in conjunction with the landscaping. Any damage to existing site conditions shall be immediately repaired. A list of making requirements shall be immediately prepared.

1.3 REFERENCE STANDARDS

A. American Standard for Nursery Stock published by American Association of Nurserymen: April 14, 2014 Edition.
B. American Joint Committee on Horticultural Nomenclature: 1342 Edition of Standardized Plant Names.
C. Texas Association of Nurserymen, Grades and Standards
D. Hortis Third, 1976 - Cornell University

1.4 NOTIFICATION OF SOURCES AND SUBMITTALS

A. Samples: Provide representative quantities of sandy loam soil, mulch, bed soil material, gravel, crushed stone, steel edging and tree stakes. Samples shall be approved by Owner's Authorized Representative before use on the project.
B. American Joint Committee on Horticultural Nomenclature: 1342 Edition of Standardized Plant Names.
C. Texas Association of Nurserymen, Grades and Standards
D. Hortis Third, 1976 - Cornell University

1.5 JOB CONDITIONS

A. General Contractor to complete the following punch list: Prior to Landscape Contractor installing any portion of landscape installation, General Contractor shall have planting bed areas three (3") inches below final finish grade of sidewalks, drives and curbs as shown on the drawings. All lawn areas to receive sod shall be left one (1") inch below the final finish grade of sidewalks, drives and curbs. All construction details shall be removed prior to Landscape Contractor beginning any work.
B. Storage of materials and equipment at the job site will be at the risk of the Landscape Contractor. The Owner cannot be held responsible for theft or damage.

1.6 MAINTENANCE AND GUARANTEE

A. Maintenance:
1. The Landscape Contractor shall be held responsible for the maintenance of all work from the time of planting until final acceptance. No trees, shrubs, plants or grass to be installed or grass will be accepted unless they show healthy growth and satisfactory foliage conditions.
2. Maintenance shall include watering of trees and plants, cultivation, weeding, spraying, edging, pruning of trees, moving of grass, cleaning up and all other work necessary for maintenance.
3. A written notice requesting final inspection and acceptance should be submitted to the Owner at least seven (7) days prior to completion. An on-site inspection by the Owner's Authorized Representative will be completed prior to written acceptance.
B. Guarantee:

1. Trees, shrubs and groundcover shall be guaranteed for a twelve (12) month period after final acceptance. The Contractor shall replace all dead materials, as soon as weather permits and upon notification of the Owner, including trees, which have partially died due to the shape, size, or symmetry have been determined to be considered subject to replacement. In such cases, the opinion of the Owner shall be final.

2. a. Plants used for original planting shall be of the same size and kind as those originally planned and shall be planted as originally specified. All work, including materials, labor and equipment used to replacements, shall carry a twelve (12) month guarantee. Any damage, including the loss of any plants, shall be replaced. As a result of making replacements shall be immediately prepared.

b. At the direction of the Owner, plants may be replaced at the start of the next year's planting season. In such cases, dead plants shall be removed from the premises immediately.

c. When plant replacements are made, plants, soil mix, fertilizer and mulch are to be utilized as originally specified and re-located for full compliance with the contract requirements. All replacements are to be included under "Work" of this section.

d. The Owner agrees that for the guarantee to be effective, he will water plants at least twice a week during dry periods and cultivate beds once a month after final acceptance.

e. The above guarantee shall not apply where plants die after acceptance because of injury from storms, hail, freeze, insects, diseases, injury by humans, machines or theft.

f. Acceptance for all landscape work shall be given after final inspection by the Owner provided the job is in a complete, undamaged condition and there is a stand of trees at all lawn areas. At that time, the Owner will assume maintenance on the accepted work.

g. Repairs: Any necessary repairs under the Guarantee must be made within ten (10) days after receiving notice, weather permitting. In the event the Landscape Contractor does not make repairs accordingly, the Owner, without further notice to the Contractor, may provide materials and men to make such repairs at the expense of the Landscape Contractor.

1.7 QUALITY ASSURANCE

A. General: Comply with applicable federal, state, county and local regulations governing landscape materials and work, and personnel: Employ only experienced personnel who are familiar with the required work. Provide full time supervision by a qualified foreman acceptable to Landscape Architect.

C. Selection of Plant Material:
1. Make certain, when suggestions immediately upon obtaining notice of contract acceptance to select and book materials. Develop a program of maintenance pruning and fertilization which will ensure the purchased materials will meet and / or exceed project specifications.
2. Submittals: Do not make plant material substitutions. If the specified landscape material is not obtainable, submit proof of nonavailability to Landscape Architect with proposal for use of equivalent material. At the time bid is submitted, the Contractor is assumed to have located the materials necessary to complete the job as specified.

D. Landscape Architect will provide a key identifying each tree location on site. Written verification will be required to document material selection, source and delivery schedule to site.
E. Measurements: Measure trees with branches and trunks or ones for their crown position. Do not attempt to obtain required sizes. Take caliper measurements six inches above ground for trees up to and including 4" caliper size, and twelve inches above ground for larger sizes. Measure main body of all plant material for height and spread dimensions.

do not measure from branch or root tip-to-tip.
5. Owner's Authorized Representative shall inspect all plant material before acceptance for genus, species, cultivar / variety size and quality.

6. Owner's Authorized Representative retains the right to further inspect all plant material upon arrival to the site and during installation for size and condition of root balls and root systems, including hair, insect, fungus, rot, diseases and latent defects.

7. Owner's Authorized Representative may reject unsatisfactory or defective material at any time during the installation process. The Contractor shall be responsible for the site and replace with acceptable material at an additional cost to the Contractor. Plants damaged in transit or at job site shall be rejected.

1.8 PROTECT DELIVERY, STORAGE AND HANDLING

A. Preparation:
1. Balled and Burlapped (BB&B) Plants: Dig and prepare shipment in a manner that will not damage roots, branches, shape and future development.
2. Container Growth Plants: Deliver plants in rigid container to hold ball shape and protect root mass.

B. Delivery:
1. Deliver packaged materials in sealed containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and while stored on site.
2. Deliver only plant materials that can be planted in one day unless adequate storage and watering facilities are available on job site.
3. Protect root balls by heeling in with sandvort or other plants. Bare roots are to be kept in cool water for no more than 24 hours of delivery.
4. Protect plants during delivery to prevent damage to root balls or discoloration of leaves. Keep plants moist at all times. Cover all materials during transport.
5. Notify Owner's Authorized Representative of delivery schedule 72 hours in advance job site.
6. Remove rejected plant material immediately from job site.

7. To avoid damage or stress, do not lift, move, adjust or plant trees, or otherwise manipulate plants by trunks or stems.

PART 2 - PRODUCTS

2.1 **PLANTS**
A. General: Well-formed No. 1 grade or better nursery grown stock. Landscape Architect will specify genus, species, cultivar and quantity. Plant spread refers to nominal outer width of the plant, not to the spread of the branches. The Contractor shall ensure the Owner's Authorized Representative and his decision as to all submittals.
B. Quantities: The drawings and specifications are exemplary. Anything called for on one and not the other is as limiting as if provided and called for on both. The quantity is an add-in to bid items only. Confirm all quantities on plan.
C. Quality and size: Plant materials shall conform to the size given in the drawings. Plants shall be balled and burlapped, well branched and well rooted. The plants shall be free from fibrous roots, insect damage, rot, diseases, diseases, diseases, diseases, objectionable deformations, insects eggs and larvae, and all other defects.
D. Approval: All plants that are found unsuitable in growth, or are in any unhealthy, badly shaped or undersized condition will be rejected by the Owner's Authorized Representative either before or after planting and shall be removed at the expense of the Landscape Contractor and replaced with acceptable plant as specified.

tree shall be healthy, full branched, well-shaped, and shall meet the minimum trunk and stem diameter requirements of the plant schedule. Balls shall be firm, neat, slightly tapered and well wrapped in burlap. Any break in the ball or with a broken root half or time of planting will be rejected. Balls shall be ten (10") inches in diameter for each one (1") inch of trunk diameter, measured six (6") inches above ball. (Nomenclature conforms to the customary nursery usage. For clarification, the term "multi-trunk" defines a plant having three (3) or more trunks of near equal diameter.)

F. Pruning: All pruning of trees and shrubs, as directed by the Landscape Architect, shall be done in accordance with the specifications in this section and in addition to the Owner's specifications.
2.1 **SOIL PREPARATION MATERIALS**
A. Sandy Loam:
1. Friable, fertile, dark, loamy soil, free of clay lumps, subsoil, stones and other extraneous material and materially free of weeds and foreign grasses. Low containing Dalbergias or Nipples shall be rejected.
2. Physical properties as follows:
a. Clay - between 7-27 percent
b. Sil - between 10-25 percent
c. Sand - less than 52 percent
3. Organic matter shall be 3% 10% of total dry weight.
4. If requested, Landscape Contractor shall provide a certified soil analysis conducted by an approved soil testing laboratory verifying that sandy loam meets a mix of course and fine textured material.

B. Organic Material: Compost with a mixture of 80% vegetative matter and 20% animal waste. Ingredients should be a mix of course and fine textured material.
C. Premixed Bedding Soil as supplied by Vitl Earth Resources, Gladewater, Texas; Professional Bedding Soil as supplied by Living Earth Technology, Dallas, Texas; or approved equal as supplied by Soil Building Systems, Dallas, Texas or approved equal.
D. Sharp Sand: Sharp sand must be free of seeds, soil particles and clumps.
E. Mulch: Double Shredded Hardwood Mulch, partially decomposed, dark brown, living Earth Technology or approved equal.

F. Organic Fertilizer: Fertilized, Sulfate, or Green Seize or equal as recommended for landscape applications. Fertilizer shall be delivered to the site in original unopened containers, each bearing the manufacturer's guaranteed statement of analysis.
G. Commercial Fertilizer: 10-20-10 or similar analysis. Nitrogen source to be a minimum 50% slow release organic Nitrogen (SCL or UPL) with a minimum 8% sulfur and 4% iron, plus micronutrients.
H. Peat: Commercial sphagnum peat moss or partially decomposed dried pine bark or other approved organic material.

A. Steel Edging: All steel edging shall be 3/16" thick x 4" deep x 16' long with 6 stakes per section, painted black at the factory as manufactured. It shall be used in company and under its trade name DURAEDGE Heavy Duty Steel.
B. Staking Material for Shade Trees: refer to details.
C. Gravel: Washed native pea gravel, graded 1 inch to 1-1/2 inch.
D. Filter Fabric: "Miraf Miracop" by Miraf Construction Products available at all "Soil Products, Inc., 14693 523-0444 and approved fabric.
E. River Rock: "Colorado" or native river rock, 2" - 4" dia.

F. Decomposed Granite: Base material shall consist of a natural material mix of granite aggregate not to exceed 1/2" diameter size and shall be composed of various stages of decomposed earth base.
PART 3 - EXECUTION
3.1 **BED PREPARATION & FERTILIZATION**
A. Landscape Contractor to inspect all existing conditions and report any deficiencies to the Owner.
B. All planting areas shall be conditioned as follows:
1. All planting areas shall be prepared to a depth of six (6") inches by removing existing grass and weeds as necessary. Till existing soil to a depth of six (6") inches and amend with topsoil or approved equal. Apply fertilizer as per Manufacturer's recommendations. Add six (6") inches of compost and topsoil or approved equal to a depth of six (6") inches of the topsoil. Apply organic fertilizer such as Sustane or similar at the rate of twenty (20) pounds per one thousand (1,000) square feet.
2. All planting areas shall receive a two (2") inch layer of specified mulch.
3. Backfill for tree pits shall be as follows: Use existing top soil on site (use improved topsoil as needed) free from large clumps, rocks, debris, caliche, asphalt, etc., placed in nine (9") inch layers and watered in thoroughly.
C. Grass Areas:
1. Blocks of sod should be laid joint to joint (staggered joints) after fertilizing the ground first. Roll grass areas to achieve a smooth, even surface. The joints between the blocks of sod should be filled with topsoil where they are evidently gaps, then watered thoroughly.
3.2 **INSTALLATION**
A. Maintenance of plant materials shall begin immediately after each plant is delivered to the site and shall continue until construction has been satisfactorily accomplished.
B. Plant materials shall be delivered to the site only after the beds are prepared and areas are ready for planting. All shipments of nursery materials shall be thoroughly protected from the driving winds during transit. All plants which cannot be planted at once, after delivery to the site, shall be well protected against the possibility of injury by wind and blocks of earth of B & B plants shall be kept covered with soil or other acceptable material. All plants remain the property of the Contractor until final acceptance.
C. Position the trees and shrubs in their intended location as per plan.
D. Notify the Owner's Authorized Representative for inspection and approval of all positioning of plant materials.
E. Excavate pits with vertical sides and horizontal bottom. Tree pits shall be large enough to permit handling and planting without disturbing roots and stems. The depth of the pit shall be the same as the depth of the plant when planted and settled, the crown of the plant shall bear the same relationship to the finish grade as it did so to soil surface in original place of growth.
F. Shrub and tree pits shall be no less than twenty-four (24") inches wider than the lateral diameter of the earth ball and six (6") inches deeper than its vertical dimension. Remove and haul back all dirt and stones over three-quarter (3/4") inch in diameter. Plants should be thoroughly moist before leaving container.
G. Dig a wide, rough, round hole exactly the same depth as the height of the ball, slightly below the surface of the ground. The sides of the hole should be rough and jagged, never slick or polished.
H. Percolation Test: Fill the hole with water. If the water level does not penetrate within 24 hours, the tree needs to move to another location or have drainage added. Install a PVC stand pipe per plan.

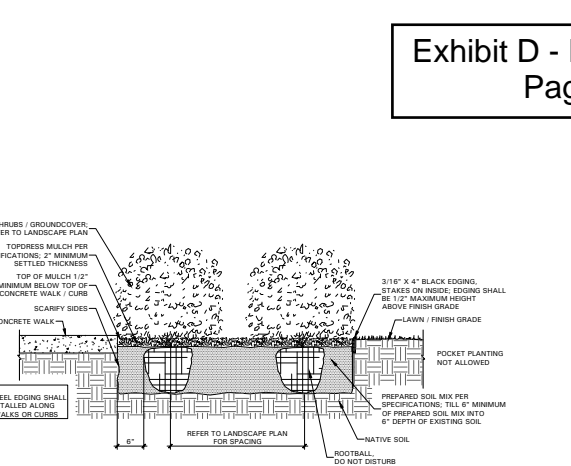
tree planting detail as approved by the Landscape Architect if the percolation test fails.
I. Backfill only with 5 parts existing soil of sandy loam and 1 part earth base.
J. Do not use wire traps.
K. Do not over prune.
L. Match the top of the ball. Do not plant grass all the way to the three (3") inch mark. Leave the area above the top of the ball and mulch with at least two (2") inches of specified mulch.
M. All plant beds and trees to be matched with a minimum settled thickness of two (2") inches over the entire bed of pit.
N. Observation below ground: In the event that rock or underground construction work or obstructions are encountered in any plant excavation work to be done under this section, alternate locations may be selected by the Owner. Where locations cannot be changed, the observations shall be conducted to a depth of not less than three (3") feet below ground and no less than six (6") inches below the bottom of ball when the pit is properly set at the required grade. The work of this section shall include the removal from the site of such rock or underground obstructions encountered at the cost of the Landscape Contractor.
O. Trees and large shrubs shall be staked as site conditions require. Position stakes to secure trees against seasonal prevailing winds.
P. Pruning and Mulching: Pruning shall be directed by the Landscape Architect and shall be done in accordance with standard horticultural practice following Fine Finery, Class 1 pruning standards provided by the National Arborist Association.
Q. Tree Curing Installation:
1. Curbing shall be aligned as indicated on plans. Stake out limits of steel curbing and obtain Owner's approval prior to installation.
2. All steel curbing shall be free of kinks and abrupt bends.
3. Top of curbing shall be 2" maximum height final finished grade.
4. Stakes are to be installed on the planting bed side of the curbing, as opposed to the grass side.
5. Do not install steel edging along sidewalks or curbs.
6. Cut steel edging at 45 degree angle where edging meets sidewalks or curbs.
3.3 **CLEANUP AND ACCEPTANCE**
A. Cleanup: During the work, the premises shall be kept neat and orderly at all times. Storage areas for all materials shall be so organized so that they, too, are neat and orderly. All trash and debris shall be removed from the site as work progresses. Keep paved areas clean by sweeping or hosing them at end of each work day.
END OF SECTION



01 TREE PLANTING DETAIL NOT TO SCALE

TREE PLANTING DETAIL LEGEND AND NOTES

- A. TREE TREES SHALL CONFORM WITH LATEST AMERICAN STANDARD FOR NURSERY STOCK. www.anils.org
- B. TREE PIT: WIDTH TO BE AT LEAST TWO (2) TIMES THE DIAMETER OF THE ROOT BALL CENTER TREE IN HOLE & REST ROOT BALL ON UNDISTURBED NATIVE SOIL.
- C. ROOT BALL REMOVE TOP X BURLAP AND ANY OTHER FOREIGN OBJECT; CONTAINER GROWN STOCK TO BE INSPECTED FOR GIRDLING ROOTS.
- D. ROOT FLARE: ENSURE THAT ROOT FLARE IS EXPOSED, TREE TO BE PLANTED AND AT LEAST TWO INCHES ABOVE GRADE. TREE SHALL BE PLANTED WHEN GIRDLING ROOTS ARE PRESENT & ROOT FLARE IS NOT APPARENT.
- E. ROOTBALL ANCHOR RING: REFER TO MANUFACTURER'S GUIDELINES FOR SIZING. PLACE ROOTBALL ANCHOR RING ON BASE OF ROOTBALL. TRUNK SHOULD BE IN THE CENTER OF THE RING.
- F. ROOT ANCHOR BY TREE STAKE SOLUTIONS.
- G. NAIL: REFER TO MANUFACTURER'S GUIDELINES FOR SIZING. INSTALL NAIL STAKES WITH HAMMER OR Mallet. FRISKY UNDISTURBED. DRIVE NAIL STRIKE FLUSH WITH ROOTBALL ADJACENT TO ROOTBALL (DO NOT DISTURB ROOTBALL).
- H. BACKFILL: USE EXISTING NATIVE SOIL FOR AMERICAN WATER THOROUGHLY TO ELIMCH AIR POCKETS.
- I. MULCH: DOUBLE SHREDDED HARDWOOD MULCH 2 INCH SETTLED THICKNESS, WITH 2" HT. WATERING RING. INSURE THAT ROOT FLARE IS EXPOSED BELOW GROUND. STAKE SHOULD NOT BE VISIBLE.
- J. TREE STAKES: TREE STAKE SOLUTIONS "SAFETY SHOCK" 2" DIAMETER ROUND MODEL AVAILABLE FROM: Steve Saunders ATTN: Jan Tuley (820) 576-1143 jtt@treestakesolutions.com www.treesolutions.com
- K. APPROVED EQUAL: TREE SHALL BE STAKED BELOW GROUND WHERE NECESSARY. ABOVE GROUND STAKING IS EXPRESSLY PROHIBITED.
- L. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN A COPY OF THE MANUFACTURER'S SPECIFICATIONS PRIOR TO INSTALLATION OF TREE STAKE. CONTRACTOR SHALL ADHERE TO MANUFACTURER'S GUIDELINES, SPECIFICATIONS, AND OTHER REQUIREMENTS FOR TREE STAKE INSTALLATION.



02 SHRUB / GROUNDCOVER DETAIL NOT TO SCALE

Exhibit D - Landscape Plan
Page 2 of 2



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/20/2022

PRESENTER: Mona Lisa Galicia, City Secretary

TITLE: Minutes of the September 6, 2022, City Council Meeting

**REVIEWING
COMMITTEE:**

SUMMARY:

<i>Recommendation:</i>	Approve
------------------------	---------

ATTACHMENTS / SUPPORTING DOCUMENTS:

- 1- Proposed Minutes



CITY OF GRAND PRAIRIE

City Hall
300 W. Main Street
Grand Prairie, Texas

MINUTES

City Council Meeting

Tuesday, September 06, 2022

4:30 PM

City Hall - Briefing Room

CALL TO ORDER

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

PRESENT

Mayor Ron Jensen

Mayor Pro Tem Cole Humphreys

Deputy Mayor Pro Tem John Lopez

Council Member District 1 Jorja Clemson

Council Member District 2 Jacquin Headen

Council Member District 3 Mike Del Bosque

Council Member District 6 Kurt Johnson

Council Member At Large Place 7 Jeff Copeland

Council Member At Large Place 8 Junior Ezeonu

STAFF PRESENTATIONS

1. Lake Ridge Parkway Roadway and Bridge Evaluation Presentation

Transportation Director Walter Shumac discussed three options to add a hike and bike trail. He said the current design is only made to handle vehicular traffic though bikers do use the bridge. Mr. Shumac said Option 1 includes a pre-manufactured bridge over current utilities, Option 2 adds a separate bridge on west side, Option 3 includes an additional abutted bridge and Option 3b includes a wider pedestrian bridge with concrete separation from traffic lanes. He discussed the approaches as viewed from the marina and expansion of embankments. Mr. Shumac said staff suggests building a pedestrian bridge with a two-way shared use path. He reviewed the cost summary and said their preferred option is 3b for approximately twenty-six million dollars. CM Johnson asked what the cost would be for another cross over bridge. Mr. Shumac said between five and six million dollars, and it has to be ADA compatible. Council Member Ezeonu asked if the grants would come from the infrastructure bill. Mr. Shumac said yes, partly. Mayor Jensen said he supports it if some grant money is obtained. Mr. Dye confirmed various grant opportunities are currently being reviewed.

PRESENTED

AGENDA REVIEW

Mayor Pro Tem Humphreys asked if there were any questions regarding the agenda. Council Member Copeland advised items eighteen through twenty were reviewed by the Finance and Government Committee. He also asked to discuss item twenty-six and for the Mayor to take a roll call vote during the meeting. Council Member Clemson said she appreciates the new ideas but understands other cities do

not have something like this in place so there must be reason. She also said Council currently has multiple opportunities to meet with their constituents at various events throughout the year. Council Member Clemson said she is not comfortable with it, would rather err on side of caution and wants to avoid appearances of misuse. Council Member Ezeonu said Fort Worth City Council has a set budget for similar events. Deputy Mayor Pro Tem Lopez said he still has questions because there are no limits in the policy as currently presented and asked how Mayor Jensen's events will be impacted by this. There was a discussion on events such as Cyclin' with the Mayor which are paid for through the Get Fit Public Health budget. Council Member Johnson said he feels the process is being rushed and asked to table the item for further discussion. Council Member Copeland said these events take a lot of staff time, but he is open to the concept. Council Member Ezeonu said the policy written as presented by staff is very specific to not utilize staff, and from experience during his past events, volunteers are usually available to assist. He also said if Council does not use the money, they can leave it in the budget. Mayor Jensen discussed one of his past events which won a national award and confirmed Cycling with the Mayor is part of the Get Fit program through the Public Health Department. There was discussion about the State of the City and clarification that the event is a Chamber fundraising event. Council Member Johnson said he is comfortable combining efforts with a Public Improvement District to hold an event and discussed the possibility of hiring people to help with the event. Council Member Copeland said the biggest issue he has with it is that a Council person would be putting their name on events at the taxpayer's expense. Council Member Ezeonu discussed positive input he received during his recent school supply drive event and how citizens gained confidence in his approachability. Council had a discussion on town halls and their structure. They discussed numerous city events and the perception of placing their names on those events. Council Member Ezeonu discussed their collaborative efforts on economic development and how they should similarly come together to work through this policy. Council Member Clemson said city events are already inclusive of all and afford the opportunity to be able to meet people at a casual level.

EXECUTIVE SESSION

Mayor Jensen called a closed session pursuant to Chapter 551, Subchapter D of the Government Code, V.T.C.A., to discuss Section 551.072 "Deliberation Regarding Real Property" and Section 551.087 "Deliberations Regarding Economic Development Negotiations."

RECESS MEETING

Mayor adjourned the closed session, reconvened the regular meeting and called a recess at 6:32 p.m.

6:30 PM Council Chambers

RECONVENE MEETING

Mayor Jensen reconvened the meeting at 6:42 p.m.

Invocation led by Reverend Lesta Anderson of The Woods United Methodist Church.

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

PRESENTATIONS

2. Constitution Week Proclamation – Presented to Meg Anderson, Regent, Lucretia Council Cochran Chapter, National Society Daughters of the American Revolution

Council Member Copeland read the proclamation and Mayor Jensen presented it to Ms. Anderson.

PRESENTED

3. Certificates of Appreciation presented to Halima Baquedano, Sean Keller, Rebecca Estrada, and Jeremy Allen

Council Member Clemson discussed the lifesaving events and Mayor Jensen presented the certificates. Fire Chief Robert Fite discussed the importance of their training and actions taken.

PRESENTED

CONSENT AGENDA

Mayor Pro Tem Humphreys said Council reviewed the agenda during briefing and asked to move Consent items eleven, thirteen, sixteen and seventeen to Individual Consideration. He then moved, seconded by Deputy Mayor Pro Tem Lopez, to approve items four through ten, item twelve, items fourteen and fifteen and items eighteen through twenty. The motion carried unanimously.

4. Minutes of the July 28, 2022, and August 9, 2022, Special City Council Meetings; and Minutes of the August 16, 2022, City Council Meeting

Approved On Consent Agenda

5. 2023 City Council Meeting Schedule

Approved On Consent Agenda

6. Forum Estates PID Contract with Identitec for Decorative Street Signage (Phase 2) in the amount of \$104,100 (Council District 2)

Approved On Consent Agenda

7. Lake Parks PID Change Order/Amendment No. 1 for Site Landscape Development, Inc. for landscape renovations in the amount of \$116,446.81 (Council Districts 4 and 6)

Approved On Consent Agenda

8. Agreements for quality assurance review of the Emergency Communications Center's (ECC) call handling, dispatch performance, and radio transmission processes with Denise Amber Lee Foundation in an annual amount not to exceed \$24,000; and Moetivations, Inc. in an annual amount not to exceed \$24,000. Agreements will be for one year with the option to renew for four additional one-year periods totaling a not to exceed amount of \$120,000 per vendor if all extensions are exercised. Authorize the City Manager to execute the renewal options with aggregate price fluctuations of up to \$6,000 so long as sufficient funding is appropriated by the

City Council to satisfy the City's obligation during the renewal terms (The Public Safety, Health and Environment Committee reviewed this item on 08/01/2022)

Approved On Consent Agenda

9. Reject all Bids from RFB #22108 for Sewer Repair at the Doghouse Facility

Approved On Consent Agenda

10. Grant License to Ryder Truck Rental, Inc., to allow for continued encroachments in the Right-of-Way at the Corner of 500 South Great Southwest Parkway and W. E. Roberts Street for Outdoor Advertising Sign, Green Space, and Fencing, Ryder Truck Rental Addition, Tarpley Holland Survey, Abstract No. 750, Tarrant County

Approved On Consent Agenda

11. Third Amendment to Lease with MS GP, LLC for EpicCentral restaurants to conform lease to mutually desired operational changes

Assistant City Manager / City Attorney Megan Mahan gave additional information on changes of the leases on the operational side. Deputy Mayor Pro Tem Lopez said he wanted to clarify with the operator if young children will be allowed during later hours, should hours be extended. He wants to make sure the environment is safe and friendly, and that it maintains and promotes a good image of Epic Central. Mayor Pro Tem Humphreys moved, seconded by Council Member Clemson to approve. The motion carried unanimously.

APPROVED

12. Ground Lease Assignment from CNP6 Real Estate, LLC to SCF RC Funding IV, LLC; Second Amendment to Ground Lease to establish rights and obligations of Tenant and Subtenant; Encroachment Easement with SCF RC Funding IV, LLC

Approved On Consent Agenda

13. Ordinance approving a Negotiated Settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division (the "Company") regarding the Company's 2022 Rate Review Mechanism filing

Harold Willis, 538 Lindly, asked to clarify whether this was a percentage rate and if Atmos comes before Council to make the change. Ms. Mahan discussed the city's participation in a coalition of one hundred eighty-one cities and how the coalition works to negotiate rates. She said Council is provided an update. Mayor Pro Tem Humphreys moved, seconded by Deputy Mayor Pro Tem Lopez to approve this item. The motion carried unanimously.

ADOPTED

ORD 11253-2022

14. Ordinance to Convey Required Utility Easement and Right of Way to Oncor Electric Delivery Company LLC Required for New Potable Water Pump Station Located at 1702 Robinson Road Water Tower, Dallas County

ADOPTED

ORD 11254-2022

15. Resolution supporting the one-year continuation of the Police Department's Victim Assistance Program grant in the amount of \$179,822 (The Public Safety, Health and Environment Committee reviewed this item on 08/01/2022)

ADOPTED

RES 5289-2022

16. A Resolution ratifying the application for a grant from the Office of the Governor, Public Safety Office for a First Responder Mental Health Program in the amount of \$27,175 and authorizing the City Manager to accept, reject, alter, or terminate the grant, if awarded (The Public Safety, Health and Environment Committee reviewed this item on 08/01/2022)

Mr. Willis asked who would oversee the mental health program. Mr. Dye discussed the grant and the details of the mental health program for first responders. Mayor Pro Tem Humphreys moved, seconded by Council Member Johnson to approve this item. The motion carried unanimously.

ADOPTED

RES 5290-2022

17. A Resolution ratifying a Justice Assistance Grant (JAG) application to the Office of the Governor, Public Safety Office, Criminal Justice Division for the purpose of funding a Crisis Support Specialist position's annual salary and fringe benefits in the amount of \$60,000 and authorizing the City Manager to accept, reject, alter, or terminate the grant, if awarded (The Public Safety, Health and Environment Committee reviewed this item on 08/01/2022)

Mr. Willis said additional funding is necessary for more mental health support. Mr. Dye explained the required after-hours coverage. Chief Scesney said the Crisis Support Team will now have three licensed specialists plus three officers. Council Member Copeland discussed the Police Department's Community Outreach Partnership and Education (COPE) Program. Council Member Headen asked for more details about the COPE program. Chief Scesney discussed the information-sharing program which allows first responders to have immediate access to helpful information when encountering those in a mental health crisis. Mayor Pro Tem Humphreys moved, seconded by Council Member Johnson, to approve this item. The motion carried unanimously.

ADOPTED

RES 5291-2022

18. Ratification of the application for the FY23 Office of the Governor's (OOG) Homeland Security Grants Division's (HSGD) Statewide Emergency Radio Infrastructure (SERI) grant; and authorize the City Manager to accept grant funding provided by the HSGD through the North Central Texas Council of Governments (NCTCOG) for the amount of up to \$1,000,000 (The Finance and Government Committee reviewed this item on 09/06/2022)

ADOPTED

RES 5292-2022

19. Resolution for the City of Grand Prairie to enter into an Interlocal Agreement (ILA) with the North Central Texas Council of Governments (NCTCOG); and authorize the City Manager to accept the ILA to proceed with the Statewide Emergency Radio Infrastructure (SERI) grant project of up to \$1,000,000 from the NCTCOG (The Finance and Government Committee reviewed this item on 09/06/2022)

ADOPTED

RES 5293-2022

20. Resolution for the City of Grand Prairie to enter into an Interlocal Agreement (ILA) with the North Central Texas Council of Governments (NCTCOG); and authorize the City Manager to accept the ILA to proceed with the Solid Waste Implementation Grant project of \$48,560 from the NCTCOG

ADOPTED

RES 5294-2022

ITEMS FOR INDIVIDUAL CONSIDERATION

21. Public Hearing on the FY 2022/2023 Operating Budget

Mayor Jensen asked if there were any speakers for the Public Hearing and there were none. Council Member Copeland moved, seconded by Mayor Pro Tem Humphreys, to postpone this item to the September 20th Council Meeting. The motion carried unanimously.

22. Public Hearing on the FY 2022/2023 Capital Improvement Projects Budgets

Mayor Jensen noted there were no speakers for this item. Council Member Copeland moved, seconded by Mayor Pro Tem Humphreys, to postpone this item to the September 20th Council meeting. The motion carried unanimously.

23. Public hearing to receive citizen input regarding the renewal of the City's Juvenile Curfew Ordinance and Renewal of Juvenile Curfew Section 17-45 of the Code of Ordinances

Mayor Jensen asked if there were any speakers for the Public Hearing and there were none. No action taken.

24. First of two readings of an ordinance modifying the solid waste collection franchise agreement with Republic Waste Services of Texas Ltd., dba Republic Services of Arlington to provide for a rate increase on residential, commercial, and industrial services, and to modify the agreement

Solid Waste Manager Dr. Patricia Redfearn discussed correction for the cost of a six-yard packer emptied six times per week. She said it should be \$1,800. 62 instead of \$1,621.31. Mayor Pro Tem Humphreys moved, seconded by Council Member Johnson, to approve with changes as presented. The motion carried unanimously.

APPROVED

25. 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 amending Article VI, “Garbage Collection and Disposal,” Sections 26-113 Residential Fees, 26-115 Commercial Fees, and 26-119 Rates for Disposal; making this amendment cumulative; repealing all ordinances in conflict herewith; providing a savings clause, severability clause, and a penalty clause; and providing for an effective date, after publication, of October 1, 2022

Dr. Redfearn discussed a correction for an eight cubic yard container emptied five times per week, it should be \$1,984.33 instead of \$1,984.3. Mayor Pro Tem Humphreys moved, seconded by Council Member Johnson, to approve with changes as presented. The motion carried unanimously.

APPROVED

26. Town Hall Meetings and City Council Community Events Policy (City Council briefed on 08/16/2022)

Mr. Dye gave a brief summary of the policy. Van Della Menefee, 5431 Childress Drive, spoke in support and said she approves of any type of community event as it an opportunity for citizens to meet with council in an informal setting. Robert Menefee, 5431 Childress Drive, thanked Council, said this would be beneficial to citizens, said he would like more resources and agrees with the budget set for this to create more outreach opportunities with a growing community. Mr. Willis spoke in support and asked how much would be allotted. Mayor Jensen clarified up to thirty-six hundred per Council member. Amjad Bhular, 2752 Explorador, spoke in support and said he believes the community needs these types of events to help residents feel like they belong in the community.

Council Member Copeland agreed with comments that community service and outreach is good, but he believes that this item will pay each council member to put their name on an event, to promote their name and campaign for the taxpayer vote. Council Member Ezeonu explained that community engagement is vital to share thoughts on how to make the city and community better. He discussed town halls and the success of the recent community basketball game between kids and police which helped build relationships. Council Member Ezeonu also discussed his recent school supply drive and community picnic where citizens were comfortable in approaching him for requests such as additional kids splash pads.

Deputy Mayor Pro Tem Lopez likes the idea but said the policy needs to be amended. He said it is important to create different events and for Council to advocate for their districts. Deputy

Mayor Pro Tem Lopez supports leaving Mayor Jensen's current events as scheduled but suggested adding boundaries or guidelines to the policy.

Council Member Clemson said she appreciates Council Member Ezeonu who is sincere, and she agrees on interaction with community and being available to constituents. She said Council currently has multiple opportunities to mix and mingle with constituents, and they are not all fancy events. Council Member Clemson said she prefers not to take taxpayer money to promote individual events and instead prefers to engage with the entire city.

Mayor Pro Tem Humphreys said he is encouraged by Council Member Ezeonu on serving by putting citizens first. He said they are currently doing this with events such as Music on Main, Kid Fishing Day, the Martin Luther King, Jr., Day Event, and various Library events. Mayor Pro Tem Humphreys said he is very approachable and is unsure why this is proposed, so he cannot support it.

Council Member Johnson agrees with the concept and idea of putting on events with the community. He said District 6 does not have a location for him to plan events, noting he may need to join efforts with a Public Improvement District or a Homeowners Association. He does not agree with coordinating, planning, setting up and tearing down an event and feels the item should be tabled to derive and later present a better policy.

Council Member Ezeonu said most of his events have been organized by him, but people typically ask to volunteer to assist. He noted the Get Fit program budgets and funds a few of Mayor Jensen's events and those programs should continue. Council Member Ezeonu asked to pass the policy and amend it later.

Council Member Headen said in her experience while running for office she came to realize many people do not know who their representatives are. She agrees with having an event so citizens can meet and get to know those who represent them.

Deputy Mayor Pro Tem Lopez said there are gaps in this policy, and it is not fairly distributed. Council Member Johnson added that the policy needs to be amended with recommendations for change.

Council Member Ezeonu moved to approve this item. Council Member Johnson made a recommendation for a friendly amendment allowing them to hold no more than two community events per year and for Mayor Jensen to keep his events associated with the Get Fit Program. Council Member Del Bosque seconded the motion with amendments.

Council Member Ezeonu explained the reimbursement aspect of the proposed policy and declined the amendment.

Mayor Jensen took a Roll Call vote.

Voting Yea: Council Member District 2 Headen, Council Member District 3 Del Bosque, Council Member At Large Place 8 Ezeonu

Voting Nay: Mayor Jensen, Mayor Pro Tem Humphreys, Deputy Mayor Pro Tem Lopez, Council Member District 1 Clemson, Council Member District 6 Johnson, Council Member At Large Place 7 Copeland

DENIED**PLANNING AND ZONING FOR INDIVIDUAL CONSIDERATION**

27. STP-22-07-0035 - Site Plan - Trinity Basin Preparatory (City Council District 2). Site Plan for Trinity Basin Preparatory School on 9.439 acres. Tract 5.1, Edward O'Connor Survey, Abstract 1100, City of Grand Prairie, Dallas County, Texas, zoned Planned Development (PD-99) with General Retail (GR) uses, within the SH-161 Corridor Overlay District with an approximate address of 3116 Carrier Pkwy (On August 22, 2022, the Planning and Zoning Commission recommended approval by a vote of 6-2)

Council Member Clemson filed the proper conflict paperwork with the City Secretary and recused herself from hearing this item.

Chief City Planner Savannah Ware presented this site plan for a kindergarten through eighth grade school with nine hundred eighty-four students. She said a traffic impact analysis report was submitted and then reviewed requested variances, including maximum allowable height, glazing width of façade and glazing on primary façade. Ms. Ware said it meets parking, landscaping and screening requirements. She said the Planning and Zoning Commission recommended approval and the Development Review Committee approved with the condition that the left turn onto Carrier Parkway is closed during drop off and pick up times. Mayor Jensen discussed laws afforded to public schools and discussed the site plan process. Council Member Headen asked to clarify requested variances. Ms. Ware discussed compliance. Council Member Copeland said he is okay with the city providing school zones because they are our streets. Lee Osborne, 100 Throckmorton, applicant architect clarified that the variances are requested to remove glass from the design and explained height adjustments. Council Member Headen said she does not agree with the design of the two large T's in front of school. Mr. Osborne said they follow Texas Education Agency state guidelines. Deputy Mayor Pro Tem Lopez asked to clarify operating hours. Mr. Osborne said 6:30-7am to 4:00 p.m. and some days a little later depending on afterschool activities. He also confirmed students will receive free meals throughout the day. Deputy Mayor Pro Tem Lopez asked him to have a plan with administration to make sure that there is no drop off on the side of the road as it is not safe and asked him to make sure there is no parking along Warrior Trail and Robinson Road. Mr. Osborne discussed their safety process at their Fort Worth campus. Mayor Pro Tem Humphreys discussed traffic concerns with a charter school in his district and how that was resolved over a long period of time. Mayor Jensen asked Mr. Osborne to provide a phone number so staff can contact him should there be any issues. Council Member Ezeonu asked where funding comes from. Mr. Osborne said most comes from the state and said they also have some foundations but no religious funds. He said they have open enrollment and only use a lottery system if they are oversubscribed by law.

Randy Schafer and Leslie Austin, 2730 N. Highway 360, recorded their support and were available for questions. John Blacker, 12301 N. Central #1400, Dallas, recorded his support and was available for questions

Mr. Willis opposed this item and said citizens recently voted for bond money and they are competing with the current schools. Mr. Meniffee asked if there are standards and requirements

for their teachers and administrators. Mr. Osborne said it is a requirement in their charter. Mayor Pro Tem Humphreys moved, seconded by Mayor Jensen, to approve this item with staff recommendations. The motion carried unanimously, 8-0. Council Member Clemson returned to the dais.

APPROVED

PUBLIC HEARING ZONING APPLICATIONS

28. SUP-22-06-0026 - Specific Use Permit/Site Plan – Black Rock Coffee (City Council District 4). Specific Use Permit/Site Plan for a Restaurant with a Drive-Through on 0.69 acres. Lot 2.2, Block 1, Lakeridge Village Addition, City of Grand Prairie, Tarrant County, Texas, Zoned PD-283, within the Lake Ridge Overlay District, and addressed as 2570 W Camp Wisdom Road (On August 8, 2022, the Planning and Zoning Commission recommended approval by a vote of 8-0)

Ms. Ware presented this request for a restaurant with drive through. She said it meets density, dimensional, stacking and landscaping requirements. She reviewed elevations and requested variance for number of parking spaces. Ms. Ware said the Planning and Zoning Commission and Development Review Committee approved. Council Member Copeland expressed concern for traffic flow getting back on Camp Wisdom and asked for a No U Turn sign. Mr. Shumac confirmed they can add it. Deputy Mayor Pro Tem Lopez asked if the Specific Use Permit can restrict it to only coffee. Ms. Ware clarified it is specific to this type of use. Elie DeLaune, 420 Throckmorton Street, architect, reviewed different locations. Mayor Jensen said he liked the designs. Deputy Mayor Pro Tem Lopez asked if the drive thru has a trash receptacle, what their operating hours will be and whether they would be selling food. Ms. Ware confirmed the trash receptacle. Ms. DeLaune noted the operating hours would be 5:00 a.m. to 9:00 p.m. and said they would sell pastries. Deputy Mayor Pro Tem Lopez moved, seconded by Council Member Headen, to close the public hearing and approve as presented by staff. The motion carried unanimously.

ADOPTED

ORD 11255-2022

29. VCC-22-06-0005 – Unified Signage Plan – Mira Lagos Crossing Entry Signs (City Council District 6). Unified Signage Plan for two residential subdivision entryway signs exceeding the maximum allowable height for entryway signs. Lot 1X, Block 1, Mira Lagos Crossing, City of Grand Prairie, Tarrant County, Texas, zoned Planned Development-384 (PD-384), and addressed as 2535 Hanger Lowe Rd and 7050 Coastal Blvd (On August 8, 2022, the Planning and Zoning Commission recommended approval by a vote of 8-0)

Ms. Ware presented the application requesting two signs which are consistent with other signage currently there. She said the Planning and Zoning Commission and the Development Review Committee recommended approval. There were no speakers. Council Member Johnson moved, seconded by Deputy Mayor Pro Tem Lopez, to close the public hearing and approve this item. The motion carried unanimously.

APPROVED**CITIZEN COMMENTS**

Melissa Kennedy, 2770 Bardin Road, discussed two incidents with Grand Prairie Police involving her son.

Harold Willis, 538 Lindly, spoke about late Council Member Jim Swafford and asked to name the plaza area outside of the Public Safety Building after David Kunkel.

Deloris Phillips, P.O. Box 530236, said she supports what Mr. Willis said about David Kunkel and discussed email she sent to Mr. Kunkel when he was at the City of Dallas. She also described an incident with her former Habitat home.

ADJOURNMENT

Mayor Jensen adjourned the meeting at 8:51 p.m.

The foregoing minutes were approved at the September 20, 2022, City Council meeting.

Mona Lisa Galicia, City Secretary



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 09/12/2022

REQUESTER: Ryan Simpson

PRESENTER: Aubry Insko, Emergency Communications Manager

TITLE: Tarrant County 9-1-1 District FY 2023 Budget (The Public Safety, Health and Environment Committee reviewed this item on 09/12/2022)

RECOMMENDED ACTION: Approve

ANALYSIS:

The FY 2023 budget has been crafted to support the Tarrant County 9-1-1 District's forward movement in several critical areas of public safety communications:

- Next Generation 9-1-1 (NG9-1-1) call routing technology is constantly evolving, and TC9-1-1 is dedicated to providing a solution to end-of-life equipment. TC9-1-1 staff continues to research new technologies and service offerings that help enhance our 9-1-1 service infrastructure to deliver voice, video, text, and data calls. Legacy 9-1-1 solutions have limitations Next Generation 9-1-1 Core Services (NGCS) has been designed to eliminate.
- The migration away from legacy 9-1-1 systems covers eight categories: Network (NG9-1-1 and ESInet), 9-1-1 Call Routing and Location, Geographic Information Systems (GIS), NG9-1-1 Core Services, PSAP 9-1-1 Call Handling Systems and Applications, Security, Operations and Operational Planning.
- The District will complete a feasibility analysis for consolidating all the Public Safety Answering Points (PSAPs). It will help centralize the PSAP operations and resolve the staffing issues individual PSAPs face. We request to use the available assistance program funds to pay the assessment fees.
- Planned progress on the Next Generation of 9-1-1 services through continued interaction with our user base, proof of concept projects, and the continued maintenance and upgrades to the NG911 system, when appropriate.
- A focus on Contingency and Continuation of Operations through proof of concept on our Regional Relocation Site strategy and an expanded program for onsite power support to enhance the ability of PSAPs to remain in their primary facility and sustain normal operations during limited commercial failure incidents.
- Continue testing with carriers and service providers for improved location-based routing and preparation for the Z-Axis (height) data.

- The District completed the network upgrades, redesign, and network core services in FY 2022.
- The District has been awarded Grant through Commission on State Emergency Communications (CSEC) as a Subrecipient of federal Coronavirus State Fiscal Recovery Fund (CSFRF) funding opportunity # 4549601 for the Next-Generation 9-1-1 upgrade. The grant program ends on December 31, 2024.
- The District is continuing to build the reserves for the Next-Generation 9-1-1 upgrade.

The FY22-2023 Budget and Overview is attached. The proposed budget is presented to member city governing bodies for review and approval.

FINANCIAL CONSIDERATION:

None

WHEN SECONDS COUNT
DIAL 9-1-1

TARRANT COUNTY 9-1-1 DISTRICT



**2022 – 2023 Annual Budget
Approved by the Board of Managers
August 15, 2022**

Presented by:
Sherry Decker, Executive Director

Tarrant County 9-1-1 Emergency Assistance District
2600 Airport Freeway Fort Worth Texas 76111
817-334-0911 : www.tc911.org

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TARRANT COUNTY 9-1-1 EMERGENCY ASSISTANCE DISTRICT

Overview

Legislation

During its 1985 session, the 69th Texas Legislature passed Article 1432e (Section 772, Texas Health and Safety Code), Emergency Telephone Number Act, which provided for the creation, administration, expansion, funding, and dissolution of emergency communication districts in certain counties in Texas. The Emergency Telephone Number Act is the legislation under which the Tarrant County 9-1-1 Emergency Assistance District (District or TC9-1-1) operates.

Purpose

Section 772.302, Texas Health and Safety Code, states the purpose of the Act to be the following:

“To establish the number 9-1-1 as the primary emergency telephone number for use by certain local governments in this state and to encourage units of local governments and combinations of those units of local government to develop and improve emergency communication procedures and facilities in a manner that will make possible the quick response to any person calling the telephone number 9-1-1 seeking police, fire, medical, rescue and other emergency services.”

District Background

The establishment of the District was authorized in August 1987. District boundaries include all of Tarrant County, all areas outside Tarrant County included in the corporate limits of a member city, plus DFW Airport and the City of Irving.

Participating Member Cities

<ul style="list-style-type: none"> • Arlington • Azle • Bedford • Benbrook • Blue Mound • Burleson • Colleyville • Crowley • Dallas/Fort Worth Airport • Dalworthington Gardens • Edgecliffs • Euless • Everman • Forest Hill • Fort Worth 	<ul style="list-style-type: none"> • Grand Prairie • Grapevine • Haltom City • Haslet • Hurst • Irving • Keller • Kennedale • Lakeside • Lake Worth • Mansfield • North Richland Hills • Pantego 	<ul style="list-style-type: none"> • Pelican Bay • Richland Hills • River Oaks • Saginaw • Sansom Park • Southlake • Watauga • Westlake • Westover Hills • Westworth Village • White Settlement • Unincorporated Tarrant County
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District Management

As defined in the legislation, the District is governed by a Board of Managers, who appoints an Executive Director. Current board members and their appointing authority include:

Member

Don Crowson (Chair)
 Rick Brunson (Vice-Chair)
 Robert Brooks (Secretary)
 Aubry Insko (Treasurer)
 Ray Richardson
 James Davis
 Julie Swearingin
 Darren Steele

Appointed By

Arlington
 Tarrant County
 AT&T (non-voting)
 Grand Prairie
 Mayors' Council
 Fort Worth
 Fort Worth
 Irving

The Emergency Telephone Number Act states, "...the Board shall manage, control and administer the District. The Board may adopt rules for the operation of the District." The legislation also allows the Board to appoint a director of communications for the District who serves as its general manager. The director, with approval from the Board, manages the services necessary to carry out the purposes of the Emergency Telephone Number Act.

Mission

The Tarrant County 9-1-1 District will continuously provide **reliable, accurate, responsive, and effective** emergency communication networks and services to our member jurisdictions ensuring the protection of life and property for citizens in our community. The District employees believe in this mission, fulfilling their role provided up-to-date 9-1-1 systems, public education, and training and education development. Each employee is highly motivated and experienced in their area of technical and professional roles in the public safety realm. Changes in the Organization Chart for the District reflect the increased attention to changes in Next Generation 9-1-1 (NG9-1-1) services and essential succession planning.

Goals and Objectives

Goal 1: Maintain Standards of Sound Governance

Objective 1-A: Budget Performance

Objective 1-B: Annual Policy Review

Objective 1-C: Annual Review of Mandated Statutory and Regulation Compliance

Objective 1-D: Annual PSAP Managers Survey

Objective 1-E: Staff Development

Objective 1-F: External Influence

Goal 2: Maintain Reliable Network

Objective 2-A: Network Availability

Objective 2-B: Monitor PSAP Hold Times

Objective 2-C: Mean-time to Repair

Objective 2-D: System Capacity

Objective 2-E: Preparedness

Objective 2-F: Wireless and Nomadic VoIP Testing

Objective 2-G: Customer Premise Equipment

Goal 3: Maintain Quality Databases

Objective 3-A: Call Statistics

Objective 3-B: Routing

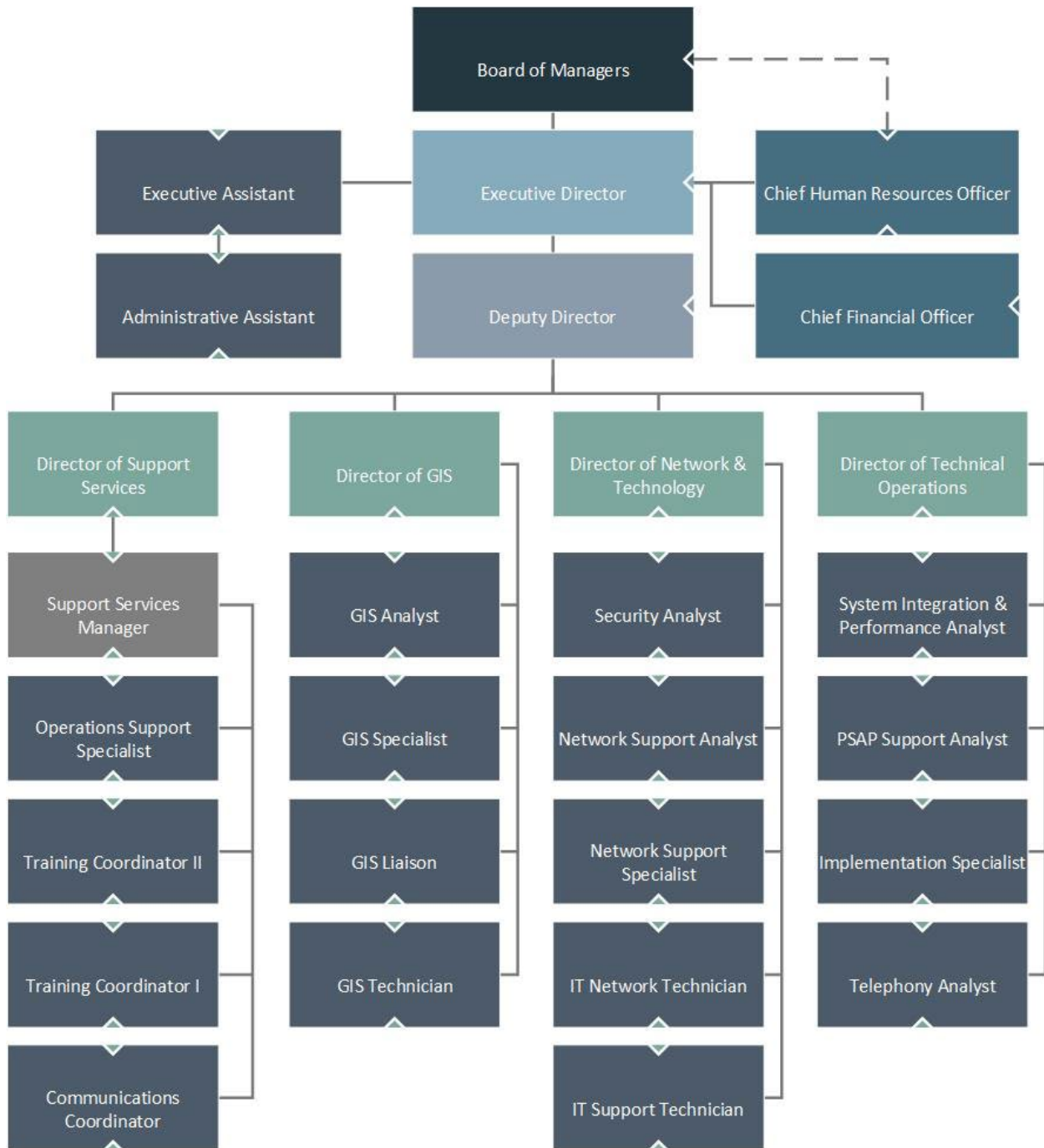
Goal 4: Effective Outreach, Communications, and Education

Objective 4-A: Engaging Stakeholders

Objective 4-B: Stakeholder Communications

Objective 4-C: Training

Tarrant County 9-1-1 Emergency Assistance District Organizational Chart



TARRANT COUNTY 9-1-1 EMERGENCY ASSISTANCE DISTRICT
2022-2023 BUDGET

Executive Summary

The 2022-2023 Budget has been crafted to support the District’s forward movement in several critical areas of public safety communications.

- NG9-1-1 call routing technology is constantly evolving, and TC9-1-1 is dedicated to providing a solution to end-of-life equipment. TC9-1-1 staff continues to research new technologies and service offerings that help enhance our 9-1-1 service infrastructure to deliver voice, video, text, and data calls. Legacy 9-1-1 solutions have limitations Next Generation 9-1-1 Core Services (NGCS) has been designed to eliminate.
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- The District will complete a feasibility analysis for consolidating all the Public Safety Answering Points (PSAPs). It will help centralize the PSAP operations and resolve the staffing issues individual PSAPs face. We request to use the available assistance program funds to pay the assessment fees.
- Planned progress on the Next Generation of 9-1-1 services through continued interaction with our user base, proof of concept projects, and the continued maintenance and upgrades to the NG911 system, when appropriate.
- A focus on Contingency and Continuation of Operations through proof of concept on our Regional Relocation Site strategy and an expanded program for onsite power support to enhance the ability of PSAPs to remain in their primary facility and sustain normal operations during limited commercial failure incidents.
- Continue testing with carriers and service providers for improved location-based routing and preparation for the Z-Axis (height) data.
- The District completed the network upgrades, redesign, and network core services in FY 2022.
- The District has been awarded Grant through Commission on State Emergency Communications (CSEC) as a Subrecipient of federal Coronavirus State Fiscal Recovery Fund (CSFRF) funding opportunity # 4549601 for the Next-Generation 9-1-1 upgrade. The grant program ends on December 31, 2024.
- The District is continuing to build the reserves for the Next-Generation 9-1-1 upgrade.

Funding

Legislation under which the District was created authorizes the District to receive a monthly per-line fee from each telephone customer of up to six percent of the dominant telephone service provider’s base rate. The following monthly 9-1-1 service fees on each telephone line were revised and adopted by the Board of Managers on August 23, 2021:

Residential lines:	\$0.20 per line
Business lines:	\$1.75 per line
Business trunks:	\$2.50 per trunk
Nomadic VoIP:	\$0.50 per line

In addition to the fee established by the Board of Managers, the District also receives a portion of the statewide surcharge on wireless telephone service. The surcharge is assessed at 50 cents per activated handset and is distributed to 9-1-1 jurisdictions based upon population.

Expenditures

The following are highlights of expenditures for the 2022-2023 fiscal year:

- The District’s overall operating budget for FY 2023 decreased by \$2.8 million. The reduction is mainly due to the efforts to become Next-Generation 9-1-1 readiness and prioritizing the funds for that purpose and network redesign.
- In FY 2023, the District designated around \$9 million specifically for Next-Generation 9-1-1 related expenditures.
- TC9-1-1 will work with industry providers to research, identify, and evaluate mitigation solutions. The Network & Technology Team will recommend potential solutions that could be implemented in future years based on funding availability.
- An extensively expanded training program and assistance with pre-hiring testing to support call-taker retention at participating PSAPs.
- An expanded public education emphasis with an outreach program strongly focused on young consumers and family units.
- The GIS team will continue to work on addressing data to ensure optimal location accuracy for wireless devices used to call for assistance. Ensuring the Master Street Address Guide (MSAG) and Automatic Location Identification (ALI) data are current and match the National Emergency Number Association (NENA) standards of 98% accuracy (currently at 99.22%).
- Continued focus on network security for both the PSAP and administrative networks.
- The Board of Managers voted to place the Radio & PSAP Assistance Programs on a six-month moratorium for FY 2023.

2022-2023 FUND BALANCE PROJECTION

There are three significant types of reserve funds: Legally Restricted Reserves, Board Designated Reserves, and Unrestricted Reserves. Legally Restricted Reserves have restrictions imposed by an outside source, such as bond covenants, contractual obligations, etc. Board Designated Reserves are set aside for a specific purpose as determined by the Board of Managers. The Board of Managers has the authority to redirect the use of these reserves as the needs of the District change. Unrestricted Reserves are planned for use within a budget year for contingencies.

Legally Restricted Reserves

9-1-1 Emergency Equipment Fund

The Board established this fund to fund equipment acquisition and replacement projects as planned in the Capital Improvement Program (CIP) and the Five-Year Financial Plan. The balance shall not exceed total expenditures planned in the Capital Improvement Program and Five-Year Financial Plan.

Board Designated Reserves

Employee Benefits Payable Fund

Even though Government Accounting Standards Board (GASB) Statement 45 does NOT require the reporting of other post-employment benefits, they are a District's financial obligation.

Sick Leave Payable: It is the policy of the District to reward an employee upon retirement for a percentage of unused sick leave in accordance with the provision of the Personnel Policy.

Vacation Payable: Upon termination of employment, each employee is eligible for their accrued vacation leave.

TCDRS Underfunding: If at any time the District's Texas County and District Retirement System (TCDRS) account is underfunded, the District will establish sufficient reserves to fund that account fully.

Unemployment Compensation: The District is self-insured against unemployment liabilities. The District shall maintain sufficient reserves for this self-insurance.

PSAP Assistance and Radio Interoperability Grant Funding

The minimum balance in this fund shall be approximately three (3) million dollars. All disbursements shall be made in accordance with each program's policy manual.

Unrestricted Undesignated Reserves

Any remaining balance shall be considered unrestricted reserves. Any excess reserves in this category may result in an adjustment to the District’s service fee.

Tarrant County 9-1-1 District’s Reserve Fund - Specific Purposes

Fund Balance, September 30, 2021	\$ 17,698,031
Projected surplus (deficit), 2021-2022	\$ 1,194,019
Projected surplus (deficit), 2022-2023	(\$ 5,531,713)
Projected Fund Balance, September 30, 2023	\$ 13,360,336
Three Month Operating Reserve	(\$ 4,500,000)
Assistance Program Fund	(\$ 3,000,000)
Available Equipment Replacement Fund	\$ 5,860,337

**Tarrant County 9-1-1 District Emergency Assistance District
 Annual Budget Summary for FY 2023**

Acct. No.	Account Description	FY 2023 Budget	FY 2022 Revised Budget	\$ Inc / (Dec)	% Inc / (Dec)
Revenue Budget:					
4010	Wireline Service Fee	\$ 5,786,137	\$ 4,500,000	\$ 1,286,137	28.58%
4011	Wireless Service Fee	\$ 12,918,700	\$ 12,709,350	\$ 209,350	1.65%
4020	Interest Income	\$ 150,000	\$ 4,800	\$ 145,200	3025.00%
Total Income		\$ 18,854,837	\$ 17,214,150	\$ 1,640,687	9.53%
Operating Budget:					
5110	Salaries	\$ 2,783,645	\$ 2,380,385	\$ 403,260	16.94%
5431	Auto Allowance	\$ 32,400	\$ 22,950	\$ 9,450	41.18%
5120	Health Insurance	\$ 900,000	\$ 850,000	\$ 50,000	5.88%
5130	Retirement Benefits	\$ 407,037	\$ 334,671	\$ 72,366	21.62%
5132	Medicare	\$ 41,207	\$ 35,653	\$ 5,554	15.58%
5140	Worker's Comp	\$ 12,000	\$ 12,000	\$ -	0.00%
Personal Services		\$ 4,176,290	\$ 3,635,659	\$ 540,631	14.87%
5210	Office Supplies	\$ 21,000	\$ 79,000	\$ (58,000)	-73.42%
5211	Incentives / Appreciations	\$ 7,000	\$ 27,450	\$ (20,450)	-74.50%
5212	Meetings Expenses	\$ 8,000	\$ -	\$ 8,000	0.00%
5220	Printing	\$ 1,200	\$ 2,000	\$ (800)	-40.00%
5230	Postage	\$ 1,600	\$ 2,900	\$ (1,300)	-44.83%
5240	Supplies and Materials	\$ 44,780	\$ 8,530	\$ 36,250	424.97%
5250	Software	\$ 194,100	\$ 129,665	\$ 64,435	49.69%
Supplies and Materials		\$ 277,680	\$ 249,545	\$ 28,135	11.27%
5310	Office Furniture	\$ 5,000	\$ 11,500	\$ (6,500)	-56.52%
5311	PSAP Furniture	\$ 10,500	\$ 15,700	\$ (5,200)	-33.12%
5320	Office Equipment	\$ 179,000	\$ 151,500	\$ 27,500	18.15%
5321	PSAP Equipment	\$ 21,000	\$ 13,000	\$ 8,000	61.54%
Furniture and Equipment		\$ 215,500	\$ 191,700	\$ 23,800	12.42%
5411	Legal	\$ 50,000	\$ 50,000	\$ -	0.00%
5413	Professional Audit	\$ 26,500	\$ 25,000	\$ 1,500	6.00%
5414	Equipment Maintenance	\$ 282,000	\$ 477,800	\$ (195,800)	-40.98%
5415	Other Services	\$ 53,800	\$ 129,150	\$ (75,350)	-58.34%
5416	Professional Development/Training	\$ 107,480	\$ 116,900	\$ (9,420)	-8.06%
5418	Building Improvements - Repairs	\$ 65,000	\$ 50,000	\$ 15,000	30.00%
5421	PSAP Assistance	\$ 1,034,898	\$ 1,034,898	\$ -	0.00%
5428	Interoperable Communication Assistance	\$ 2,035,787	\$ 2,035,787	\$ -	0.00%
5429	Professional Services / Contracts	\$ 1,174,210	\$ 742,864	\$ 431,346	58.07%
5430	IT Admin Services	\$ 38,000	\$ 48,700	\$ (10,700)	-21.97%
Services, Rentals and Contractual Services		\$ 4,867,675	\$ 4,711,099	\$ 156,576	3.32%

Acct. No.	Account Description	FY 2023 Budget	FY 2022 Revised Budget	\$ Inc / (Dec)	% Inc / (Dec)
5422	Equipment Lease	\$ 5,000	\$ 5,000	\$ -	0.00%
5423	Back-Up Site Lease	\$ 100,000	\$ 107,000	\$ (7,000)	-6.54%
5424	Back-Up Site Fuel	\$ 3,500	\$ 2,000	\$ 1,500	75.00%
5425	Back-Up Site Maintenance	\$ 25,000	\$ 30,000	\$ (5,000)	-16.67%
5427	Vehicle Lease	\$ 26,400	\$ 26,400	\$ -	0.00%
	Lease Expense	\$ 159,900	\$ 170,400	\$ (10,500)	-6.16%
5432	Travel	\$ 158,400	\$ 162,000	\$ (3,600)	-2.22%
5433	Vehicle Maintenance	\$ 14,500	\$ 6,400	\$ 8,100	126.56%
	Travel and Auto	\$ 172,900	\$ 168,400	\$ 4,500	2.67%
5441	Professional Memberships	\$ 16,919	\$ 19,330	\$ (2,411)	-12.47%
5442	Subscriptions	\$ 1,569	\$ 3,700	\$ (2,131)	-57.59%
	Memberships and Subscriptions	\$ 18,488	\$ 23,030	\$ (4,542)	-19.72%
5419	Building Utilities	\$ 110,000	\$ 130,000	\$ (20,000)	-15.38%
5451	Office Telephone	\$ 10,000	\$ 10,000	\$ -	0.00%
5452	9-1-1 Telephone Service	\$ 10,520,240	\$ 4,931,677	\$ 5,588,563	113.32%
5453	9-1-1 Enhancements	\$ 218,500	\$ 150,000	\$ 68,500	45.67%
5454	PS 9-1-1 Service	\$ 30,000	\$ 34,000	\$ (4,000)	-11.76%
5456	Wireless 9-1-1 Service	\$ 200,000	\$ 200,000	\$ -	0.00%
	Total Utilities	\$ 11,088,740	\$ 5,455,677	\$ 5,633,063	103.25%
5460	Insurance	\$ 75,000	\$ 75,000	\$ -	0.00%
	Insurance	\$ 75,000	\$ 75,000	\$ -	0.00%
5472	Pub. Ed. Products/Services	\$ 82,900	\$ 162,300	\$ (79,400)	-48.92%
5474	Pub. Ed. Activities	\$ 116,200	\$ 163,800	\$ (47,600)	-29.06%
	Advertising	\$ 199,100	\$ 326,100	\$ (127,000)	-38.95%
5420	Bank Charges & Fees	\$ 4,000	\$ 3,000	\$ 1,000	33.33%
	Miscellaneous	\$ 4,000	\$ 3,000	\$ 1,000	
	Total Operating Budget	\$ 21,255,273	\$ 15,009,610	\$ 6,245,663	41.61%
	Capital Budget:				
1100	Furniture & Fixtures	\$ -	\$ 55,000	\$ (55,000)	-100.00%
1120	Office Equipment	\$ -	\$ -	\$ -	0.00%
	District Furniture and Equipment	\$ -	\$ 55,000	\$ (55,000)	-100.00%
1110	PSAP Furniture	\$ -	\$ -	\$ -	0.00%
1122	PSAP Equipment	\$ 3,131,278	\$ 1,518,582	\$ 1,612,696	106.20%
	PSAP Furniture and Equipment	\$ 3,131,278	\$ 1,518,582	\$ 1,612,696	106.20%
	Total Capital Budget	\$ 3,131,278	\$ 1,573,582	\$ 1,557,696	98.99%

Acct. No.	Account Description	FY 2023 Budget	FY 2022 Revised Budget	\$ Inc / (Dec)	% Inc / (Dec)
	Total Operating & CAPEX Budget	\$ 24,386,551	\$ 16,583,192	\$ 7,803,359	47.06%
	Total Budgeted Surplus / (Deficit)	\$ (5,531,713)	\$ 630,958		

**Tarrant County 9-1-1 Emergency Assistance District
 Modeled Five-Year Funding Projection**

Acc. #	Account Description	FY 2021 Actuals	FY 2022 Estimated YE	FY 2023 Budget	FY 2024 Forecast	FY 2025 Forecast	FY 2026 Forecast	FY 2027 Forecast
REVENUES								
4010	Wireline Service Fee	\$ 5,343,234	\$ 6,357,938	\$ 5,786,137	\$ 5,179,758	\$ 4,750,308	\$ 4,432,176	\$ 4,184,706
4011	Wireless Service Fee	\$ 12,793,046	\$ 12,709,350	\$ 12,918,700	\$ 13,131,502	\$ 13,347,809	\$ 13,567,680	\$ 13,791,172
4030	Intergovernmental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4020	Interest Income	\$ 7,002	\$ 4,800	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
	Total Income	\$ 18,143,282	\$ 19,072,088	\$ 18,854,837	\$ 18,461,260	\$ 18,248,117	\$ 18,149,856	\$ 18,125,878
OPERATING EXPENDITURES								
5110	Salaries	\$ 2,007,688	\$ 2,506,987	\$ 2,783,645	\$ 2,895,000	\$ 3,011,000	\$ 3,131,000	\$ 3,256,000
5431	Auto Allowance	\$ 16,200	\$ 22,950	\$ 32,400	\$ 32,400	\$ 32,400	\$ 32,400	\$ 32,400
5120	Health Insurance	\$ 627,484	\$ 725,478	\$ 900,000	\$ 900,000	\$ 945,000	\$ 992,250	\$ 1,041,863
5130	Retirement Benefits	\$ 347,786	\$ 334,671	\$ 407,037	\$ 347,400	\$ 361,320	\$ 375,720	\$ 390,720
5132	Medicare	\$ 28,547	\$ 36,351	\$ 41,207	\$ 41,978	\$ 43,660	\$ 45,400	\$ 47,212
5140	Worker's Comp	\$ 9,049	\$ 9,222	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000
	Personnel Services	\$ 3,036,754	\$ 3,635,659	\$ 4,176,290	\$ 4,228,778	\$ 4,405,380	\$ 4,588,770	\$ 4,780,195
5210	Office Supplies	\$ 34,035	\$ 50,543	\$ 21,000	\$ 22,050	\$ 23,153	\$ 24,310	\$ 25,526
5211	Incentives/ Appreciation	\$ 23,678	\$ 18,258	\$ 7,000	\$ 7,350	\$ 7,718	\$ 8,103	\$ 8,509
5212	Meetings Expenses	\$ -	\$ -	\$ 8,000	\$ 8,400	\$ 8,820	\$ 9,261	\$ 9,724
5220	Printing	\$ 828	\$ 25	\$ 1,200	\$ 1,260	\$ 1,323	\$ 1,389	\$ 1,459
5230	Postage	\$ 794	\$ 646	\$ 1,600	\$ 1,680	\$ 1,764	\$ 1,852	\$ 1,945
5240	Supplies and Materials.	\$ 12,053	\$ 2,230	\$ 44,780	\$ 47,019	\$ 49,370	\$ 51,838	\$ 54,430
5250	Software	\$ 203,755	\$ 98,234	\$ 194,100	\$ 225,810	\$ 246,941	\$ 270,185	\$ 295,754
	Supplies and Materials	\$ 275,142	\$ 169,936	\$ 277,680	\$ 313,569	\$ 339,088	\$ 366,939	\$ 397,346
5310	Office Furniture	\$ 2,861	\$ 5,712	\$ 5,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
5311	PSAP Furniture	\$ -	\$ 600	\$ 10,500	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
5320	Office Equipment	\$ 68,176	\$ 118,752	\$ 179,000	\$ 212,500	\$ 230,000	\$ 264,500	\$ 304,175
5321	PSAP Equipment	\$ 285,115	\$ 6,448	\$ 21,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
	Furniture and Equipment	\$ 356,152	\$ 131,511	\$ 215,500	\$ 248,500	\$ 266,000	\$ 300,500	\$ 340,175
5411	Legal	\$ 150,566	\$ 44,061	\$ 50,000	\$ 51,500	\$ 53,045	\$ 54,636	\$ 56,275
5413	Professional Audit	\$ 23,000	\$ 25,000	\$ 26,500	\$ 27,030	\$ 27,571	\$ 28,122	\$ 28,684
5414	Equipment Maintenance	\$ 78,734	\$ 462,508	\$ 282,000	\$ 287,640	\$ 293,393	\$ 299,261	\$ 305,246

Acc. #	Account Description	FY 2021 Actuals	FY 2022 Estimated YE	FY 2023 Budget	FY 2024 Forecast	FY 2025 Forecast	FY 2026 Forecast	FY 2027 Forecast
5415	Contract & Other Services	\$ 56,622	\$ 73,346	\$ 53,800	\$ 55,414	\$ 57,076	\$ 58,789	\$ 60,552
5416	Professional Development/Training	\$ 53,590	\$ 52,294	\$ 107,480	\$ 98,455	\$ 99,439	\$ 100,434	\$ 101,438
5418	Building Improvements - Repairs	\$ 99,308	\$ 38,573	\$ 65,000	\$ 66,950	\$ 68,959	\$ 71,027	\$ 73,158
5421	PSAP Assistance*	\$ 931,541	\$ 1,034,898	\$ 1,034,898	\$ -	\$ -	\$ -	\$ -
5428	Interoperable Communication Assistance*	\$ 2,728,503	\$ 2,035,787	\$ 2,035,787	\$ -	\$ -	\$ -	\$ -
5429	Professional Services/Contracts	\$ 588,636	\$ 630,245	\$ 1,174,210	\$ 861,140	\$ 610,125	\$ 631,931	\$ 657,978
5430	IT Admin Services	\$ 26,104	\$ 36,040	\$ 38,000	\$ 39,900	\$ 41,895	\$ 43,990	\$ 46,189
	Services, Rentals and Contractual Services	\$ 4,736,603	\$ 4,432,751	\$ 4,867,675	\$ 1,488,029	\$ 1,251,503	\$ 1,288,190	\$ 1,329,521
5422	Equipment Lease	\$ 3,821	\$ 3,265	\$ 5,000	\$ 5,250	\$ 5,513	\$ 5,788	\$ 6,078
5423	Back-Up Site Lease	\$ 88,568	\$ 90,540	\$ 100,000	\$ 94,500	\$ 99,225	\$ 104,186	\$ 109,396
5424	Back-Up Site Fuel	\$ 1,518	\$ 1,000	\$ 3,500	\$ 3,675	\$ 3,859	\$ 4,052	\$ 4,254
5425	Back-Up Site Maintenance	\$ 19,388	\$ 29,999	\$ 25,000	\$ 26,250	\$ 27,563	\$ 28,941	\$ 30,388
5427	Vehicle Lease	\$ 26,397	\$ 26,400	\$ 26,400	\$ 26,400	\$ 4,400	\$ -	\$ -
	Lease Expense	\$ 139,692	\$ 151,204	\$ 159,900	\$ 156,075	\$ 140,559	\$ 142,967	\$ 150,115
5432	Travel	\$ 31,048	\$ 99,501	\$ 158,400	\$ 171,570	\$ 180,149	\$ 189,156	\$ 198,614
5433	Vehicle Maintenance	\$ 2,151	\$ 2,810	\$ 14,500	\$ 14,645	\$ 14,791	\$ 14,939	\$ 15,089
	Travel and Auto	\$ 33,199	\$ 102,310	\$ 172,900	\$ 186,215	\$ 194,940	\$ 204,095	\$ 213,702
5441	Professional Memberships	\$ 12,740	\$ 13,828	\$ 16,919	\$ 16,987	\$ 17,157	\$ 17,329	\$ 17,502
5442	Subscriptions	\$ 642	\$ 800	\$ 1,569	\$ 1,585	\$ 1,601	\$ 1,617	\$ 1,633
	Memberships and Subscriptions	\$ 13,382	\$ 14,628	\$ 18,488	\$ 18,572	\$ 18,758	\$ 18,945	\$ 19,135
5419	Building Utilities	\$ 89,205	\$ 110,000	\$ 110,000	\$ 113,300	\$ 116,699	\$ 120,200	\$ 123,806
5451	Office Telephone	\$ 8,636	\$ 10,000	\$ 10,000	\$ 10,500	\$ 11,025	\$ 11,576	\$ 12,155
5452	9-1-1 Telephone Service	\$ 4,830,646	\$ 4,339,043	\$ 10,520,240	\$ 8,140,386	\$ 6,240,000	\$ 6,245,000	\$ 6,275,000
5453	9-1-1 Enhancements	\$ -	\$ 247,550	\$ 218,500	\$ 306,925	\$ 296,021	\$ 310,822	\$ 326,363
5454	PS 9-1-1 Service	\$ 24,557	\$ 30,030	\$ 30,000	\$ 30,600	\$ 31,212	\$ 31,836	\$ 32,473
5456	Wireless 9-1-1 Service	\$ 111,890	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
	9-1-1 Fees / Utilities	\$ 5,064,933	\$ 4,936,623	\$ 11,088,740	\$ 8,801,711	\$ 6,894,957	\$ 6,919,435	\$ 6,969,797
5460	Insurance.	\$ 51,856	\$ 67,910	\$ 75,000	\$ 78,750	\$ 82,688	\$ 86,822	\$ 91,163
	Insurance	\$ 51,856	\$ 67,910	\$ 75,000	\$ 78,750	\$ 82,688	\$ 86,822	\$ 91,163

Acc. #	Account Description	FY 2021 Actuals	FY 2022 Estimated YE	FY 2023 Budget	FY 2024 Forecast	FY 2025 Forecast	FY 2026 Forecast	FY 2027 Forecast
5472	Pub. Ed. Products/Services	\$ 177,651	\$ 68,803	\$ 82,900	\$ 84,558	\$ 86,249	\$ 87,974	\$ 89,734
5474	Pub. Ed. Activities	\$ 226,006	\$ 143,439	\$ 116,200	\$ 178,524	\$ 180,894	\$ 183,312	\$ 185,779
	Advertising	\$ 403,657	\$ 212,242	\$ 199,100	\$ 263,082	\$ 267,144	\$ 271,287	\$ 275,512
5420	Bank Charges & Fees	\$ 3,000	\$ 3,000	\$ 4,000	\$ 4,200	\$ 4,410	\$ 4,631	\$ 4,862
	Miscellaneous	\$ 3,000	\$ 3,000	\$ 4,000	\$ 4,200	\$ 4,410	\$ 4,631	\$ 4,862
	Total Operating Budget	\$ 14,114,370	\$ 13,857,777	\$ 21,255,273	\$ 15,787,480	\$ 13,865,425	\$ 14,192,579	\$ 14,571,523
	Operating Budget Surplus / (Deficit)	\$ 4,028,912	\$ 5,214,311	\$ (2,400,435)	\$ 2,673,780	\$ 4,382,692	\$ 3,957,277	\$ 3,554,355
CAPITAL EXPENDITURES/RESERVES								
1100	Office Furniture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1110	PSAP Furniture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1120	Office Equipment	\$ 133,916	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1122	PSAP Equipment	\$ 2,754,695	\$ 1,938,663	\$ 3,131,278	\$ 3,131,278	\$ 3,000,000	\$ 3,500,000	\$ 1,500,000
5330	Reserves for Equipment Replacement	\$ 712,815	\$ 2,081,630	\$ -	\$ -	\$ 1,382,692	\$ 457,277	\$ 2,054,355
	Total Capital Budget	\$ 3,601,425	\$ 4,020,292	\$ 3,131,278	\$ 3,131,278	\$ 4,382,692	\$ 3,957,277	\$ 3,554,355
	Net impact on the reserves	\$ 427,487	\$ 1,194,019	\$ (5,531,713)	\$ (457,498)	\$ 0	\$ (0)	\$ (0)
FUND BALANCE MOVEMENT								
	Beginning Fund Balance	\$ 17,270,544	\$ 17,698,031	\$ 18,892,050	\$ 13,360,336	\$ 12,902,839	\$ 12,902,839	\$ 12,902,839
	Net impact on the reserves	\$ 427,487	\$ 1,194,019	\$ (5,531,713)	\$ (457,498)	\$ 0	\$ (0)	\$ (0)
	Estimated Ending Fund Balance	\$ 17,698,031	\$ 18,892,050	\$ 13,360,336	\$ 12,902,839	\$ 12,902,839	\$ 12,902,839	\$ 12,902,839

*The Radio & PSAP assistance program will be put on a moratorium for six months for FY 2023, and the Board of Managers will approve the expenditures after reviewing the available funds after six months.



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 9/20/2022

REQUESTER: Chris Ginapp, Senior Recreation Superintendent

PRESENTER: Duane Strawn, Director of Parks, Arts, and Recreation

TITLE: Agreement with Dallas Area Agency on Aging (DAAA) for a total budget of \$263,970 (less Program Reimbursements of \$171,038) for Congregate Meals, Home Delivered Meals and Transportation Program located at the Summit

RECOMMENDED ACTION: Approve

ANALYSIS:

Parks, Arts and Recreation has worked with Dallas County and Dallas Area Agency of Aging for the past 36 years, offering funding for a senior meal program and for senior transportation to the nutrition site. During the past years, staff has been working with the agency to enhance and expand the program for our citizens, 60 years of age and older.

On September 6, 2022, City of Grand Prairie received a “Notification of Intent to Contract” from DAAA to declare its intent to contract for services provided pursuant to the requirements of the Older American Act, as amended, with the City of Grand Prairie. The proposed contract shall be effective for the period of October 1, 2022, through September 30, 2023.

FINANCIAL CONSIDERATION:

The program receives a partial reimbursement of costs from the Dallas Area Agency on Aging. Total costs for the senior meal program are \$197,640 (combined Congregate Meal \$62,100 and Home Delivered Meal \$135,540) with a budgeted reimbursement of \$171,038. The remaining unreimbursed costs of \$26,602 are funded from a cash requirement from the City (\$5,023), estimated program income (\$6,617), and in-kind staff services (\$14,962). Total costs for the transportation program are \$66,330 with a budgeted reimbursement of \$19,276. The remaining costs of \$47,054 are funded by in-kind staff services.

The city is responsible for product, labor, operation, and transportation costs upfront. Staff estimates serving 37,000 meals (10,000 Congregate) & (27,000 Home Delivered) and providing 11,000 trips during FY 2022/2023. Reimbursement will be processed through Congregate Meals Grant Fund (FY23 Grant) and Special Program for the Aging (FY23 Grant).

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

FUND: Grant
Name of Fund (i.e. General Fund)

AGENCY: Parks, Arts and Recreation
Name of Department

ACCOUNTING UNIT: 300593

AVAILABLE: 12023001 - Congregate Meals \$62,100
12023002 – Transportation \$66,330
12023003 – Home Delivered Meals \$135,540
Account Code, Description, and amount available

STAFF CONTACT: Erin Hart

VENDOR NUMBER: 18632

VENDOR NAME: Dallas Area Agency on Aging

CONTINGENCY: _____

CHAIR
 Anga L. Sanders
FEED Oak Cliff

VICE CHAIR
 John A. Cuellar
La Estrella De Cuellar, Inc.

TREASURER
 La Shonda Dennis
Pegue-Dennis, CPA PC

SECRETARY
 Sylvia Garza Mancha
Cristo Rey Dallas College Prep

BOARD OF DIRECTORS

Denise M. Gomez
Children's Health

Rick Illes
Illes Foods

Gaby Rawlings
DHI Communities

Raul Reyes, Jr.
Civic Volunteer

Veronica Shanklin
Dementia Care Warriors

Candace Thompson
Civic Volunteer

Justina Walford
Films Gone Wild

Myron H. Watkins, Jr.
MV Transportation

CHIEF EXECUTIVE OFFICER
 Sharla Myers

September 6, 2022
 Daniel Cauthen
 The Summit
 2975 Esplanade
 Grand Prairie, Texas 75052

Dear Mr. Cauthen,

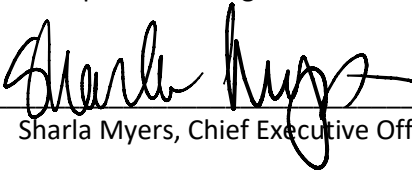
NOTIFICATION OF INTENT TO CONTRACT

The Dallas Area Agency on Aging, hereinafter referred to as DAAA, a program of Community Council of Greater Dallas, is issuing this Notification of Intent to Contract, hereafter referred to as NOTICE, to declare its intent to contract for services provided pursuant to the requirements of the Older Americans Act, as amended, with the **City of Grand Prairie**, herein after referred to as SUBRECIPIENT. The proposed contract shall be effective for the period October 1, 2022, through September 30, 2023. This NOTICE authorizes the provision of Congregate Meals Services, Home Delivered Meals Services and Transportation Services, as described in the request for proposal. These services must be provided in compliance with the following requirements:

- Older Americans Act, as amended, and its regulations;
- HHS regulations on Administration of Grants: Title 45 CFR, Part 74; Title 45 CFR, Part 92;
- Title 45 CFR, Part 1321, et seq.;
- Title 45 CFR, Part 91;
- The Uniform Grant Management Standards (UGMS), related chapters of Title 26 Part 1, Texas Administrative Code; Standard Assurances, Certifications, and all pertinent federal, state, and local laws.

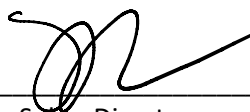
The Amount of funds authorized to the SUBRECIPIENT under the NOTICE is contingent on the receipt of funds from the Texas Department of Health and Human Services.

This NOTICE shall expire 60 days from the date it was sent, or upon DAAA receiving a fully executed Contract from the SUBRECIPIENT covering the above referenced budgeted service and contract period, whichever event occurs first. The above-mentioned time may be extended upon mutual agreement of the parties.



 Sharla Myers, Chief Executive Officer

 9/06/2022
 Date



 Doris Soler, Director
 Dallas Area Agency on Aging

 9/06/2022
 Date



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 09/20/2022

REQUESTER: Steve Plumer, Park Planning and Development Manager

PRESENTER: Duane Strawn, Director of Parks, Arts and Recreation

TITLE: Professional services contract with BSA Design Group, Inc. (BSA) in the amount of \$43,500 and approve a 5% contingency of \$2,175, for a total cost of \$45,675 for architectural services for the Grand Prairie Memorial Gardens Administration Building Lobby Improvements (The Finance and Government Committee reviewed this item on 09/06/2022)

RECOMMENDED ACTION: Approve

ANALYSIS:

As Grand Prairie Memorial Gardens continues to develop and expand, improvements to the administration building are necessary to better accommodate customers in their time of need. The current space to assist families plan for their loved one is limited to one family at a time. As GPMG continues to grow, additional private consultation space is needed for instances when multiple families are at the facility.

The Purchasing Department sent out a Request for Qualification Proposal advertisement (RFQ 22102) for architectural services for the Grand Prairie Memorial Gardens Administration Building Lobby Improvements. On June 14, 2022, the Purchasing Department received a total of eight submittals in response to this RFQ. A committee of Parks, Arts and Recreation staff evaluated the submittals and selected the consulting firm of BSA, Inc., as the finalist for the project. BSA, Inc. has successfully completed several interior design projects including several interior lobby renovations.

FINANCIAL CONSIDERATION:

Funding for the Professional Services contract with BSA Design Group, Inc. (BSA) in an amount not to exceed \$45,675 is available by approving an ordinance transferring and appropriating from the unobligated fund balance in the Cemetery Operating Fund (3190).

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2021/2022 CEMETERY OPERATING FUND (3190) BUDGET BY TRANSFERRING AND APPROPRIATING \$45,675 FROM THE UNOBLIGATED FUND BALANCE IN THE CEMETERY OPERATING FUND (3190)

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

SECTION 1. THAT the FY 2021/2022 CEMETERY OPERATING FUND (3190) be amended by transferring and appropriating \$45,675 from the unobligated fund balance in the Cemetery Operating Fund (3190).

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20TH DAY OF SEPTEMBER 2022.



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 9/20/2022

PRESENTER: Angi Mize, Purchasing Manager

TITLE: Annual contract for HOOPLA Streaming Media Service for Library Customers, with Midwest Tape in an amount not to exceed \$100,000.00 annually to equal a total contract value of \$500,000.00, if all four one-year extensions are exercised. Authorize the City Manager to execute the renewal options with aggregate price fluctuations up to \$25,000 so long as sufficient funding is appropriated by the City Council to satisfy the City's obligation during the renewal terms

REVIEWING COMMITTEE: (The Finance and Government Committee reviewed this item on 09/06/2022)

SUMMARY:

<i>Vendor Name:</i>	Midwest Tape
<i>Cost:</i>	\$100,000.00
<i>Synopsis:</i>	The purchase of HOOPLA Streaming Media Services
<i>Recommendation:</i>	Award

PURPOSE OF REQUEST:

The library's online streaming media service, HOOPLA by Midwest Tape, has been very popular with our customers. Customers may check out audiobooks, music, audio-graphic novels, eBooks, movies, and TV shows from HOOPLA's inventory of 40,000+ items using smart phones, tablets, computers, and web browsers. When we first approved the original HOOPLA contract back in October 2016, we estimated spending up to \$12,000.00 annually for the pay per use service. A new contract increasing the annual amount from \$12,000.00 to \$60,000.00 was executed in July 2018. Since then, actual usage has exceeded projection.

In our mobile society, reaching customers, wherever they are, becomes an important benefit of a Library system, which offers free and equal access to information to all, regardless of age, background or means through connections, discovery, and education.

Therefore, we propose to execute a new contract with higher limits, budget allowing. This contract will be for one year with four one-year renewal options beginning September 21, 2022, through September 30, 2023. Midwest Tape is the Sole Source provider of the HOOPLA Streaming Media Service. Local Government code 252 provides an exemption from the competitive bid process when an item is available from only one source.

PROCUREMENT DETAILS:

Procurement Method: Sole Source

FINANCIAL CONSIDERATION:

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

1- Sole Source Documents

SOLE SOURCE PURCHASE JUSTIFICATION FORM

Date: 7/26/2022

Department: Library

Policy: Sole Source purchases are exempted from bidding requirements as stated in Section 252 of the Local Government Code. State law clarifies sole source as follows:

1. Items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;
2. films, manuscripts, or books;
3. gas, water, and other utility services;
4. captive replacement parts or components for equipment;
5. books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials;

Service/Commodity to be Purchased: (include Vendor name and dollar amount of expenditure)

Hoopla from Midwest Tape in the amount of \$100,000 per year

Identify the need and planned use for the commodity/service.



Library customers increasingly expect libraries to provide immediate access to high quality digital media content in an easily accessible form. With Hoopla, we are able to provide this content through the Hoopla app. We've provided access to Hoopla since 2016 and our customers love it!

What is unique about this commodity/service? Why is this necessary to meet your department's goals?

Hoopla allows our customers to use a single app to access content, which includes streaming music, video, digital comics, ebooks, and eaudiobooks. They've recently added access to The Great Courses, Documentary Stream, and several digital magazines. All of this content is available through simultaneous use, which means customers can access content without a waiting period.

Are there competing products? If there are why will they not work? Please be very specific and identify all research into the subject. Please note if there are competing products there must be a very clear reason why they will not work to justify sole source.

Hoopla is currently the only service that offers access to their content with only one app/log-in. In addition, hoopla is the sole LMOD content provider for Warner and Universal Music, as well as CuriosityStream; in addition to select titles from MGM, Nat Geo, Miramax, RLJ, Lionsgate, Viacom, Relativity Media, Pottermore, and other studios and publishers.

	
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Department Director

Purchasing Manager

Official Use Only:

Market Research Date: 08/02/2022

Re-Evaluation Date: 08/02/2024

PO No.(s):

MIDWEST TAPE

Here for Libraries.

PO Box 820 Holland, OH 43528
1-800-875-2785

April 28, 2022

RE: Sole Source Media on Demand service

To whom it may concern:

This letter confirms that hoopla—the all-in-one, digital library service app—its delivery model and offerings, is a sole source product. hoopla (alternatively ‘hoopla’ or ‘the service’) is the only Library Media on Demand (LMOD) software application offered exclusively to and by libraries and is manufactured, sold, and distributed wholly by Midwest Tape, LLC.

The service is an MWT proprietary design providing libraries the only true patron-driven acquisition model delivering all digital media—specifically Audiobooks, eBooks, Comics, Movies, TV, Music, Magazines, and no-fee subscription content viewing—under one log-in, and to all patrons simultaneously, combined with the traditional licensing model known as One Copy One User. As a result, no other available service offers the same purpose or functionality.

Additionally, hoopla is the sole LMOD content provider for Warner and Universal Music, as well as CuriosityStream; in addition to select titles from MGM, Nat Geo, Miramax, RLJ, Lionsgate, Viacom, Relativity Media, Pottermore, and other studios and publishers.

MWT wholly maintains, hosts, and supports hoopla and retains all intellectual property rights in and to hoopla including the Digital Media Platform, websites and applications, and all modifications, updates, or improvements made thereto.

MWT warrants that no other division of MWT or other provider offers a product or service that achieves the same purpose or functionality.

For additional information, please contact me at 800-875-2785 or sbascuk@midwesttapes.com.

Sincerely,

Sue Bascuk
Vice President



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/20/2022

PRESENTER: Gabriel Johnson, Director of Public Works and Engineering

TITLE: Amendment/Change Order No. 2 to the construction contract with Felix Construction Company in the amount of \$44,881.59 for the demolition of the old Fire Station No. 3 and a time extension due to switchboard delivery days for Robinson Road Pump Station for a total contract cost of \$7,953,274.48

SUMMARY:

<i>Vendor Name:</i>	Felix Construction Company
<i>Annual Cost/Total Cost:</i>	\$7,953,274.48
<i>Department:</i>	Engineering and Public Works
<i>Recommended Action:</i>	Approve

PURPOSE OF REQUEST:

On March 2, 2021, the City council approved a construction contract with Felix Construction Company in the amount of \$7,864,279 for Robinson Road Pump Station; 5% construction contingency in the amount of \$393,214; Materials testing with Team Consultants in the amount of \$15,076; in-house labor distribution in the amount of \$40,000 for a total of \$8,312,569.

Amendment/ Change Order No. 1 in the net amount of \$44,113.89 provides for a cost increase of \$54,533.89 for incoming electrical primary utility route, piping, and plumbing modifications inside the pump station; Check valves model change for compatibility with city standardized valves; Amendment/ Change Order. No. 1 also provides for a cost decrease of (-\$10,420) for City fiber conduit material modification. The cumulative total of change order No.1 is \$64,953.89 and the net increase is \$44,113.89.

Amendment/Change Order No. 2 in the amount of \$44,881.59 provides for the demolition of the old Fire Station No. 3.

The final construction completion date will be revised to June 30, 2023.

HISTORY:

	<u>Amount</u>	<u>Approval Date</u>	<u>Reason</u>
<u>Original Contract:</u>	\$7,864,279.00	March 2, 2021	
<u>Change Order # 1</u>	\$44,113.89	April 19, 2022	
<u>Change Order # 2</u>	\$44,881.59	TBD	Fire station demo

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name: Water Capital Projects	500592-68540 Fund, Activity 01910603, PO 433092 Contingency
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ATTACHMENTS / SUPPORTING DOCUMENTS:

- 1- Change Order Details

All provisions of the original contract not expressly amended herein remain in effect.
 Pursuant to the provisions of Section No. 9-6.01, 9-6.02, 9-6.03 of the General Conditions of the Contract, this Supplemental Agreement, when fully executed, shall constitute the authority to change the work of the project as follows, including quantities and total dollars:

I. Plan sheet revisions: C-5. C-5 will be revised with record drawings.

II. Please add the following items of work:

Items No.	Description of Work	Unit of Measure	Contract Quantity	Increase/Decrease Quantity	Revised Quantity	Unit Price (\$)	Cost
36 (New)	<u>Demolition of Existing Fire Station</u> - Not to begin until City hired contractor has completed Asbestos Abatement under separate contract (abatement to be completed on 8/19/22). - Contractor shall obtain building inspection permit prior to demolition. - Demolition of Existing Fire Station to be completed by 10/31/22.	LS	0	1	1	\$ 44,881.59	\$ 44,881.59

III. Please delete the following items of work :

Items No.	Description of Work	Unit of Measure	Contract Quantity	Increase/Decrease Quantity	Revised Quantity	Unit Price (\$)	Cost
-	There are no Deleted Items	-	-	-	-	-	-

Total Increase: \$ 44,881.59
 Total Decrease: \$ -
 Cumulative Changes: \$ 44,881.59
 Total Increase for CO # 2: \$ 44,881.59



The Completion Date will be revised by adding 260 days to the contract due to switchboard material delivery delays. The revised date is:
 Final Completion: June 30, 2023.

Please sign and return this Change order to the Engineering Division as soon as possible so Future payments may be processed.

FREESE AND NICHOLS, INC.
 TEXAS REGISTERED
 ENGINEERING FIRM
 F-2144

Design Engineer: *Aaron B. Conne* Date: 08/03/2022
Freese & Nichols, Inc. Texas Registered Engineering Firm F-2144

Project Engineer: *[Signature]* Date: 8/8/2022

Contractor: *[Signature]* Date: 08/05/2022

Administrative: _____ Date: _____

Representative Inspector: Michael McBee, P.E. - Freese and Nichols, Inc. *Michael McBee* Date: 08/03/2022
Freese & Nichols, Inc. Texas Registered Engineering Firm F-2144

City Engineer: _____ Date: _____

City Attorney: _____ Date: _____

Deputy City Manager: _____ Date: _____

City Secretary: _____ Date: _____



Item 41.

Project / Bid Name:
Robinson Road Pump Station Project

Company: City of Grand Prairie, Texas
Owners Representative: George Fanous
Address: 300 West Main Street

Project Number (FCC):
1989

PCM-005 Fire Station Demo

Phone: (972) 237-8000
E-mail: Gfanous@GPTX.com

Description of Work:

Demolition of existing fire station.

Assumptions:

Exclusions:

Asbestos survey
Abatement

Notes / Other:

Owner to Provide:

A. Labor

Category	Hours	Rate	Total
Principal	-	\$ -	\$ -
Project Manager	-	\$ -	\$ -
Project Engineer	-	\$ -	\$ -
Admin	-	\$ -	\$ -
General Superintendent	-	\$ -	\$ -
Project Superintendent	-	\$ -	\$ -
Foreman	-	\$ -	\$ -
Craftsman	-	\$ -	\$ -
Apprentice / Laborer	-	\$ -	\$ -
Labor Subtotal			\$ -
Markup Factor @	15%		\$ -
LABOR TOTAL			\$ -

B. Felix Equip

Unit	Hours	Rate	Total
Pick-up	-	\$ -	\$ -
Pick-up w/ Tools	-	\$ -	\$ -
Flatbed Truck	-	\$ -	\$ -
Back Hoe	-	\$ -	\$ -
Boom Truck	-	\$ -	\$ -
Loader (CAT 950)	-	\$ -	\$ -
Dump Truck (with driver)	-	\$ -	\$ -
Excavator (CAT 325)	-	\$ -	\$ -
Water Truck	-	\$ -	\$ -
Compactor CAT	-	\$ -	\$ -
Ext Reach Forklift	-	\$ -	\$ -
Grading Tractor (Case 480)	-	\$ -	\$ -
Water Wagon	-	\$ -	\$ -
Jumping Jack	-	\$ -	\$ -
Misc Tools / Supplies	-	\$ -	\$ -
Job Trailer	-	\$ -	\$ -
Misc Other	-	\$ -	\$ -
Felix Equipment Subtotal			\$ -
Markup Factor @	15%		\$ -
FELIX EQUIPMENT TOTAL			\$ -

C. Rental Equip

Unit	Unit	Rate	Total
From Worksheet	1 LS	\$ -	\$ -
			\$ -
			\$ -
Rental Subtotal			\$ -
Markup Factor @	15%		\$ -
RENTAL EQUIPMENT TOTAL			\$ -

D. Materials

Item	Quant	Cost	Total
Lindamood	1 LS	\$ 38,645.00	\$ 38,645.00
	1 LS	\$ -	\$ -
			\$ -
			\$ -
			\$ -
Material Subtotal			\$ 38,645.00
Markup Factor @	15%		\$ 5,796.75
MATERIAL TOTAL			\$ 44,441.75

E. Subcontractors

Discipline	Quant	Cost	Total
From Worksheet	1 LS	\$ -	\$ -
			\$ -
			\$ -
Subcontractor Subtotal			\$ -
Markup Factor @	15%		\$ -
SUBCONTRACTOR TOTAL			\$ -

F. Other Direct

Item	Quant	Cost	Total
From Worksheet	1 LS	\$ -	\$ -
			\$ -
Other Subtotal			\$ -
Markup Factor @	15%		\$ -
OTHER DIRECT COST TOTAL			\$ -

G. FCC Electrical

Discipline	Quant	Cost	Total
Felix Construction Electrical*	1.0	\$ -	\$ -

H. Pass Through

Item	Quant	Cost	Total
From Worksheet	1 LS	\$ -	\$ -
			\$ -
Pass Through Subtotal			\$ -

Subtotal: A+B+C+D+E+F+G+H **\$ 44,441.75**

Bond Rate (%)	0.98%		\$ 439.84
Tax Rate (%)	0.00%	65.0%	\$ -
Credit Card Fee (%)	0.00%		\$ -

SUB TOTAL **\$ 44,881.59**

CONTINGENCY ** **\$ -**

GRAND TOTAL **\$ 44,881.59**

Estimated Duration of Work (Working Days) **5**

Donald Eason
Donald Eason/Project Manger

DATE :
June 30, 2022

** Work paid for out of Contingency funds will have tax, bond and mark-ups applied at the same rates noted above.



2020 South Nursery Road
Irving, Texas 75060
972.721.0898
Lindamood.net

June 28, 2022

Attn: Gerardo Saucedo
Felix Construction
403 International Pkwy. Suite 500
Richardson, Texas 75081

Phone: (972) 467-7729
Email: Gerardo.saucedo@felixconstruction.com

Project Name: **Grand Prairie Fire Station #3**
Location: 1702 Robinson Rd., Grand Prairie, Texas 75051

Work to be performed

Lindamood, Inc. will provide all labor, materials, tools, equipment, insurance, and all services necessary for selective demolition and haul off all items listed below. No extra work will be performed by Lindamood Inc. unless authorized in writing by an owner's representative. Specific exclusions and conditions listed below work scope.

Work scope to include the following:

Base Bid Demolition:

- Demolition and removal of structure as shown.
- Demolition and removal of foundation.
- Removal of piers, footings or grade beams 3' below existing grade.
- Removal of concrete drive front and back flat work up to 6" in depth.
- Double cut saw cuts for clean removal.
- Removal and haul off of sidewalks.
- Removal and haul off of Back Up Generator Enclosure walls, generator, & foundation.
- Haul off and dispose of debris in a legal manner.
- Leave site in a clean condition.
- Obtain demolition permit and insurance.
- File 10-Day notification to the Texas Department of State Health Services (TDSHS).
- All demolition debris removal and disposal is included.
- Rough grade upon completion.
- 1 Mobilization is Included – additional mobilizations are at the rate of \$2,500.00 each.

Base Bid Total Lump Sum Price: **\$ 38,645.00**

EXCLUSIONS:

- Lindamood, Inc. does not perform any layouts or control lines for any type of work being performed.
- Shoring, bracing, or engineering.
- Import or export of fill material (price available upon request).
- Asbestos survey and asbestos abatement (price available upon request).
- Removal of basements, approaches, or any unforeseen underground material.
- Disconnect, reconnect, rerouting, relocating & removal of any utilities either above ground, below ground or overhead, and capping of storm and sewer lines.
- Freon removal or handling of any hazardous materials.
- Removal of underground tanks, transformers, gutters, and curbs.
- Pumping / cleaning of septic tanks or any other type of underground or above-ground tanks.
- SWPPP, seeding, silt fence / erosion control, traffic control, barricading.
- Tree removal, tree survey, tree protection, landscaping (trees to be trimmed up to 13' to allow access; not responsible for damage to trees within 6' of structure).
- Mandatory construction fence (price available upon request).
- Notification fees from TDSHS; invoice will be sent directly to the owner.
- Power washing of concrete after demolition is complete.
- Backfilling of any voids left from structure removal (price available upon request).
- Filing or fees for permits or TDH notification unless noted above.
- Bid bonds / P&P bonds are not included unless noted above.
- Any unforeseen items or uncovered items during demolition are not included.

CONDITIONS:

- Price is based on Lindamood, Inc. receiving all salvage rights to material being removed:
- This proposal will become an exhibit of any resulting contract documents.
- All MEP demolition, disconnects, make safe, identifying, & rerouting to be done by others.
- Bid is based on a 40-hour work week and (1) mobilization. Any mobilizations thereafter will be bill at \$2,500.00 each.
- Backfill – pricing provided upon request.
- Retainage is due in full (30) days after Lindamood, Inc. completes our scope of work.
- Lindamood having full & complete access to the work area.
- Pricing is valid for (15) days.



PROPOSED CONTRACT MODIFICATION (4.41 / 5)

PROJECT:	Robinson Road Pump Station	PROJECT NUMBER:	GRP19108/20685
OWNER:	City of Grand Prairie		
BUILDER:	Felix Construction		City: W.O. No. 619.106
ENGINEER:	Freese & Nichols, Inc.		Felix: 1989

DESCRIPTION: Fire Station Demolition

PCM No: 5

NOTIFICATION TO BUILDER:

The Owner proposes to make the additions, modifications or deletions to the Work described in the Contract Documents as shown in Attachment "A". We request that you take the following action within 10 calendar days:

- Notify us that you concur that this change does not require a change in Contract time or amount. A Field Order will be issued.
- Submit a Price/Credit Proposal with detailed cost breakdown of labor, materials, equipment and all other costs related to this change. Impacts on Contract Time shall be shown in a revised schedule, included with the submitted proposal.
- Proceed with the change. Payment will be made at the unit price bid.
- Proceed with the change under the time and materials provisions of the Contract.

Authorization to proceed with changes must be approved by the Owner through Change Order in accordance with the Contract Documents.

By: Michael Mc Bee

Date: 06/23/2022

BUILDER'S RESPONSE:

We respond to your request as follows:

- We propose that this is a no cost or time change. Issue Field Order.
- We submit the attached Price/Credit Proposal with detailed cost breakdown and revised schedule for performing the described change.
- We are proceeding with the change at the unit price bid.
- We are proceeding with the change under the time and materials provisions of the Contract.

By: _____

Date: _____

ACTION TAKEN:

- Proposed Contract Modification rejected. See comments.
- Field Order will be issued.
- Change Order will be issued.

By: _____

Date: _____

**PROPOSED CONTRACT MODIFICATION
ATTACHMENT A**

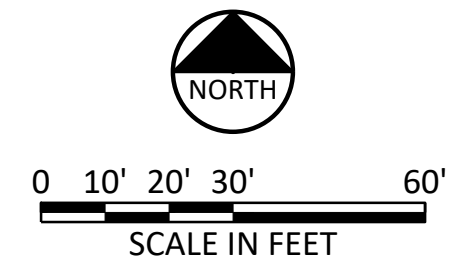
The Owner proposes to make the following additions, modifications or deletions to the work described in the Contract Documents. Authorization to proceed with these changes must be approved by Field Order or Change Order in accordance with the Contract Documents, prior to commencing the work involved.

The following modifications are proposed:

1. Demolition of the existing/abandoned Fire Station No.3 at 1702 Robinson Road to include mechanical demolition, removal, and disposal of one-story brick building to 2' below adjacent grade. Existing air conditioning units and generator to be removed by City, and shall remain property of the City. See attached plan sheets labeled C-7 and C-9.

By: _____

Date: _____



LEGEND:

- TO BE DEMOLISHED
- TO BE ABANDONED
- PREVIOUSLY ABANDONED

XXXX FENCE REMOVAL

DEMOLITION NOTES:

1. CONTRACTOR TO RESTORE ALL REMOVED SURFACES TO A CONDITION EQUAL TO OR BETTER THAN BEFORE THE WORK BEGAN. ALL DISTURBED AREAS TO BE COMPACTED TO 90% COMPACTION. CONTRACTOR IS REQUIRED TO PERFORM A STANDARD PROCTOR COMPACTION TEST AND PROVIDE THE RESULTS.
2. EST DEMOLITION TO INCLUDE FOUNDATION PIERS UP TO 5' IN DEPTH.
3. CELLULAR ANTENNAS/STRUCTURES TO BE REMOVED BY OTHERS PRIOR TO EST DEMOLITION. CONTRACTOR TO PROTECT ANY TEMPORARY ANTENNAS.
4. FENCE SURROUNDING THE AREA OF THE EST AND PUMP STATION AND THE FENCE SURROUNDING THE ANTENNA PROVIDER ELECTRICAL EQUIPMENT TO BE REMOVED.
5. ALL RUBBISH, UNUSED MATERIALS, AND OTHER NON-NATIVE MATERIALS TO BE REMOVED FROM THE SITE AT NO ADDITIONAL COST TO OWNER. CONTRACTOR IS RESPONSIBLE FOR MEETING ALL LOCAL, STATE, AND FEDERAL REGULATIONS FOR THE DISMANTLE AND DISPOSAL OF ALL DEMOLISHED ITEMS.
6. CONTRACTOR TO ABANDON APPROXIMATELY 1,030 LF OF 24" WATER LINE. SEE APPENDIX B FOR ABANDONMENT LIMITS. CONTRACTOR TO CONFIRM THERE ARE NO EXISTING SERVICES ON THE LINE PRIOR TO ABANDONMENT.
7. WELL ABANDONMENT MUST BE PERFORMED BY A LICENSED WELL DRILLER IN COMPLIANCE WITH TDLR REQUIREMENTS.

C-7

PARCEL "A" OF S.O.-8
 GREAT SOUTHWEST SOUTH
 GREAT SOUTHWEST INDUSTRIAL DISTRICT
 VOLUME 84084, PAGE 1624
 D.R.D.C.T.

1710 ROBINSON RD
 LOT 1, BLOCK A
 WIKOFF COLOR ADDITION
 VOLUME 83033, PAGE 3036
 D.R.D.C.T.

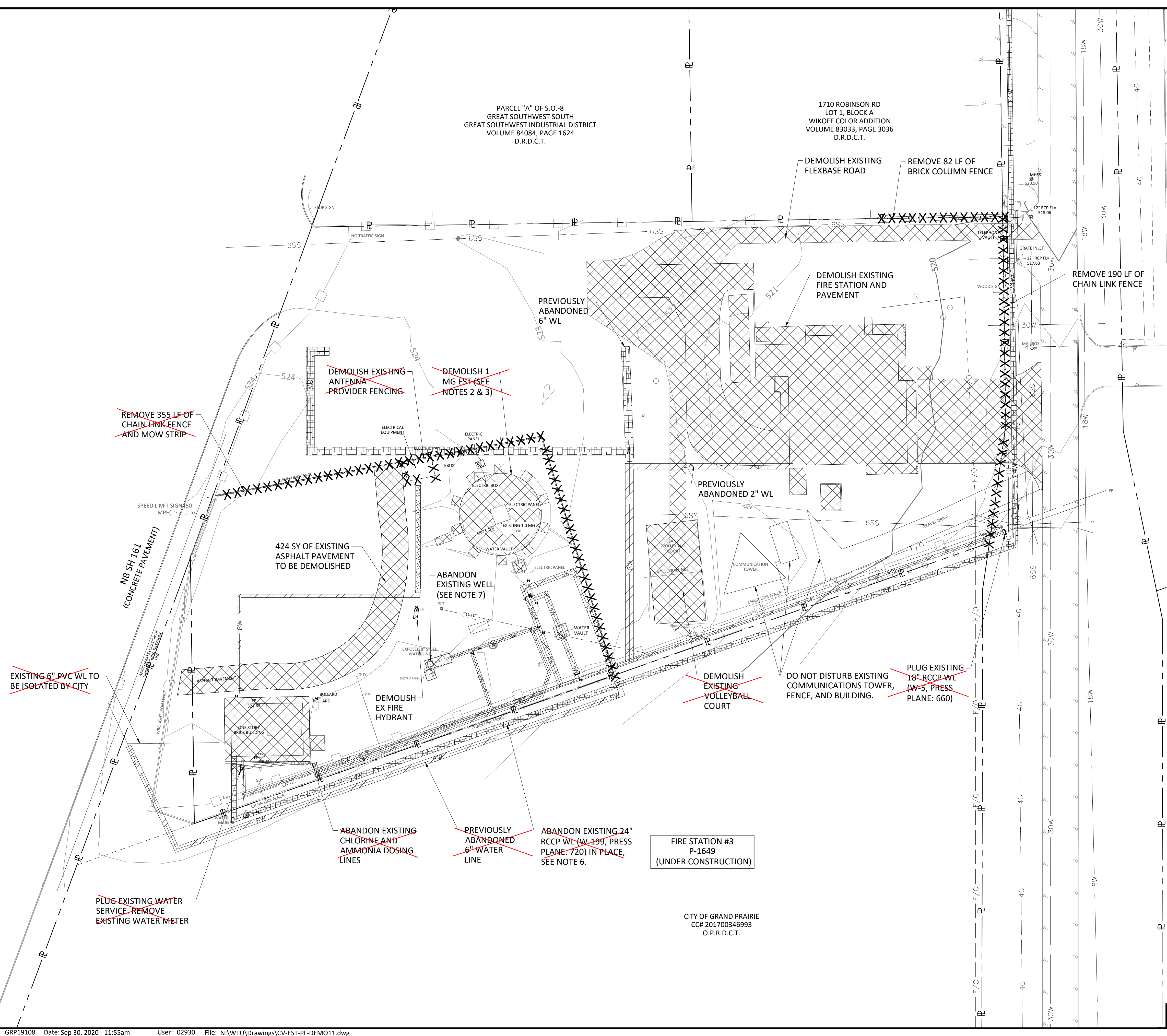
FIRE STATION #3
 P-1649
 (UNDER CONSTRUCTION)

CITY OF GRAND PRAIRIE
 CC# 201700346993
 O.P.R.D.C.T.

ROBINSON RD ELEVATED STORAGE TANK
 W.O. # 619.106
 DEMOLITION PLAN I

Freese and Nichols
 Grand Prairie
 TEXAS
 PUBLIC WORKS DEPARTMENT
 ENGINEERING DIVISION

DESIGN	DRAWN	CHECK	DATE	SCALE	NOTES	FILE	NO.
ANJ	OC	RMO	JUNE 2020	AS NOTED		W	801B







1 FIRE STATION #3 (FRONT VIEW)



2 FIRE STATION #3 (BACK VIEW)

C-9
-

ROBINSON RD ELEVATED STORAGE TANK							
W.O. # 619.106							
DEMOLITION PLAN III							
 Freese and Nichols							
							
PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION							
DESIGN	DRAWN	CHECK	DATE	SCALE	NOTES	FILE	NO.
ANJ	OC	RMO	JUNE 2020	AS NOTED		W	801B



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/20/2022

REQUESTER: Cindy Mendez

PRESENTER: Cindy Mendez, Public Health & Environmental Quality Director

TITLE: Joe Pool Lake Watershed Protection Interlocal Agreement with the Trinity River Authority for an amount not to exceed \$50,000 over five years (This item was reviewed by Public Health, Safety, and Environment on 9/12/22)

RECOMMENDED ACTION: Approve

ANALYSIS:

In 2017, the Cities of Grand Prairie, Cedar Hill, Mansfield, and Midlothian entered into a five-year interlocal to help fund the cost of implementing a Watershed Protection Plan (WPP) for Joe Pool Lake. The Texas Commission on Environmental Quality (TCEQ) had identified Walnut Creek as impaired for bacteria. Walnut Creek feeds into the southern portion of Joe Pool Lake but the watershed for Walnut Creek encompasses multiple jurisdictions including but not limited to Grand Prairie, Arlington, and Mansfield. Over a three-year period, each city paid \$20,000 per year to provide stakeholders the capability to address regional, multi-jurisdictional water quality concerns through watershed protection measures such as source identification studies, pollutant load modeling, and engineering controls. The WPP was completed, and additional funding is needed to implement some best management practices to protect the watershed. The four cities will share cost of \$10,000 per city each year for five years.

FINANCIAL CONSIDERATION:

The funding for the interlocal agreement will be for \$10,000 per year for five years, totaling \$50,000. Funding will come from the Water Fund, Public Health & Environmental Quality Budget.

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

FUND: Water Fund
Name of Fund (i.e. General Fund)

AGENCY: Public Health & Environmental Quality
Name of Department

ACCOUNTING UNIT: 303010 – Water Inspections

AVAILABLE: 61485 – Miscellaneous Services, \$357,051
Account Code, Description, and amount available

STAFF CONTACT: Cindy Mendez, Public Health & Environmental Quality Director

VENDOR NUMBER: 4562

VENDOR NAME: Trinity River Authority

CONTINGENCY: N/A



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/20/2022

REQUESTER: Cindy Mendez

PRESENTER: Cindy Mendez, Public Health & Environmental Quality Director

TITLE: Interlocal Emergency Mosquito Control Contract FY2023 with Dallas County for ground spraying at \$185.00 an hour

RECOMMENDED ACTION: Approve

ANALYSIS:

The City of Grand Prairie currently has a limited mosquito control program consisting primarily of educational efforts, the distribution of larvicide to areas of standing water, and limited spraying upon confirmation of a mosquito or human West Nile Virus/Fever or other mosquito borne disease such as Zika Virus positive sample. If a situation arises that involves multiple confirmed human cases of mosquito-related diseases (West Nile Fever, Zika Virus, Chikungunya, or Saint Louis Encephalitis) within the city, additional resources may be needed for meeting this threat. State resources may not be available if aerial spraying or additional resources for ground spraying are needed.

Local cities have worked with the Dallas County Health and Human Service Department to develop a plan for meeting these threats. This plan includes contingencies for the ground application of adulticide (spray for adult mosquitoes) and larvicide (treatment of standing water breeding mosquitoes), to control any outbreak of diseases associated with mosquitoes. In the event of a serious outbreak, the plan provides for the development of a separate contract for aerial spraying of adulticide.

Chapter 791 of the Texas Government Code, also known as the Inter-local Cooperation Contracts Act, authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as these needed mosquito control services.

FINANCIAL CONSIDERATION:

Funding for the Emergency Mosquito Control Interlocal Agreement with Dallas County is available in the Proposed FY 2022/2023 Water Wastewater Fund, Public Health & Environmental Quality budget, the County charges a rate of \$185.00 per hour. This contract has not been utilized in recent years, however, if needed, it would be available in case of an emergency. Total funding would not be expected to exceed \$7,400 or 40 hours in an emergency.

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

FUND: Water Fund

AGENCY: Environmental Quality

ACCOUNTING UNIT: 303010

AVAILABLE: 61080, Vector Program Expenses, \$72,342

STAFF CONTACT: Cindy Mendez

VENDOR NUMBER: 528

VENDOR NAME: Dallas County Health and Human Services

CONTINGENCY: _____



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/20/2022

REQUESTER: Cindy Mendez

PRESENTER: Cindy Mendez, Public Health & Environmental Quality Director

TITLE: Interlocal Agreement Renewal with Dallas County for FY 2022/2023 Health Services in an amount not to exceed \$38,854

RECOMMENDED ACTION: Approve

ANALYSIS:

As in previous years, cost is allocated among Dallas County cities based on population for health services to include immunizations, tuberculosis control service, sexually transmitted disease control services, communicable disease control services, and laboratory services.

FINANCIAL CONSIDERATION:

The cost of \$38,854 is being expended for residents of Grand Prairie to receive treatment for health services in FY 2022/2023. This reflects no change to the contract cost from FY 2021/2022.

Chapter 791 of the Texas Government Code, also known as the Inter-local Cooperation Contracts Act, authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as these needed health services.

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

FUND: General Fund
Name of Fund (i.e. General Fund)

AGENCY: Environmental Services
Name of Department

ACCOUNTING UNIT: 301010 (PBHL)

AVAILABLE: 61220 Dallas County Health Contract \$38,854
Account Code, Description, and amount available

STAFF CONTACT: Cindy Mendez, Environmental Quality Manager

VENDOR NUMBER: 528

VENDOR NAME: Dallas County Health and Human Services

CONTINGENCY: N/A



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/20/2022

REQUESTER: Cindy Mendez

PRESENTER: Cindy Mendez, Public Health & Environmental Quality Director

TITLE: Five-year extension for GHA Barnett LLC to drill gas wells on the Auto Impound Padsite at 3010 Hardrock Road (On 9/12/22, the Public Health, Safety, and Environment Committee recommended approval with the conditions recommended by staff.)

RECOMMENDED ACTION: Approve with Conditions

ANALYSIS:

On January 18, 2011, the Gas Well Drilling and Production Ordinance was amended to limit drilling on a padsite to five years. In this particular instance, a permit application was submitted on March 3, 2012 for one well, the Thoroughbred 2H, on the Auto Impound padsite. Subsequently, eleven other gas wells were drilled on the site between 2013 and 2022.

On February 7, 2017, City Council approved the first extension. The second extension request was received on December 1, 2021. Per the ordinance, City Council must approve any additional extensions.

Public Health and Environmental Quality recommends approval of an extension. The Texas Legislature passed House Bill 40 in 2015, which expressly preempted municipalities from regulating oil and gas operation except in very narrow circumstances. A municipality can impose reasonable setback requirements if, among other things, it does not effectively prohibit an oil and gas operation by a reasonably prudent operator. Denial of a permit renewal in this instance would prohibit the drilling of additional gas wells on this padsite. In addition, there have not been any additional protected uses developed around the gas well padsite since the prior approval, and GHA Barnett LLC has met all of the requirements established for this padsite. Lastly, all reporting requirements have been met and inspections have shown compliance.

Due to the proximity of residential homes to this padsite, Staff recommends that the permit contain the following conditions in addition to any other applicable requirements of the City's gas drilling and production ordinance:

1. No hydraulic fracturing on weekends and holidays;
2. Noise abatement walls of a height of 40 feet be installed prior to drilling;
3. The drilling rig must be powered by electricity; and

4. Operator shall notify homeowners within 1000 feet of the padsite at least 10 days prior to the start of drilling operations.

FINANCIAL CONSIDERATION:

An extension fee of \$10,000, per City Ordinance, will be owed if approved.



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/20/2022

REQUESTER: Cindy Mendez

PRESENTER: Cindy Mendez, Public Health & Environmental Quality Director

TITLE: Five-year extension for GHA Barnett LLC to drill gas wells on the One Prime Padsite at 1044 Santerre (On 9/12/22, the Public Health, Safety, and Environment Committee recommended approval with the conditions recommended by staff)

RECOMMENDED ACTION: Approve with Conditions

ANALYSIS:

On January 18, 2011, the Gas Well Drilling and Production Ordinance was amended to limit drilling on a padsite to five years. In this particular instance, a permit application was submitted on March 10, 2011, for one well, the Cobra 23H, which was authorized by the Council. A permit was issued on May 25, 2012. Subsequently, four other gas wells have been drilled at the site.

The first extension was granted by the Environmental Services Director on January 14, 2017. The second extension request was received on September 21, 2021. Per the ordinance, City Council must approve any additional extensions.

Public Health and Environmental Quality recommends approval of an extension. The Texas Legislature passed House Bill 40 in 2015, which expressly preempted municipalities from regulating oil and gas operation except in very narrow circumstances. A municipality can impose reasonable setback requirements if, among other things, it does not effectively prohibit an oil and gas operation by a reasonably prudent operator. Denial of a permit renewal in this instance would prohibit the drilling additional gas wells on this padsite. In addition, there has not been any additional development around the gas well padsite since the prior approval, and GHA Barnett LLC has met all of the requirements established for this padsite. Lastly, all reporting requirements have been met and inspections have shown compliance.

Due to the proximity of residential homes to this padsite, Staff recommends that the permit contain the following conditions in addition to any other applicable requirements of the City's gas drilling and production ordinance:

1. No hydraulic fracturing on weekends and holidays;
2. Noise abatement walls of a height of 40 feet be installed prior to drilling;
3. The drilling rig must be powered by electricity; and

4. Operator shall notify homeowners within 1000 feet of the padsite at least 10 days prior to the start of drilling operations.

FINANCIAL CONSIDERATION:

An extension fee of \$10,000, per City Ordinance, will be owed if approved.



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 09/20/2022

REQUESTER: Cindy Mendez

PRESENTER: Cindy Mendez, Public Health & Environmental Quality Director

TITLE: Five-year extension for GHA Barnett LLC to drill gas wells on the Race Padsite at 2200 Lower Tarrant Road (On 9/12/22, the Public Health, Safety, and Environment recommended approval)

RECOMMENDED ACTION: Approve

ANALYSIS:

On January 18, 2011, the Gas Well Drilling and Production Ordinance was amended to limit drilling on a padsite to five years. In this particular case, the first drilling permit was approved by Council on April 16, 2013, and a permit was issued on May 13, 2013.

On March 6, 2018, City Council approved a five-year extension. Since the issuance of the initial permit, a total of twelve wells have been drilled on the padsite. The current permit expires on May 13, 2023. An extension request was received on August 10, 2022.

Public Health and Environmental Quality recommends approval of an extension. The Texas Legislature passed House Bill 40 in 2015, which expressly preempts municipalities from regulating oil and gas operation except in very narrow circumstances. A municipality can impose reasonable setback requirements if, among other things, they do not effectively prohibit an oil and gas operation by a reasonably prudent operator. Denial of a permit renewal in this instance would prohibit the drilling of additional gas wells on this padsite. In addition, there has not been any additional development around the gas well padsite since the prior approval, and GHA Barnett LLC has met all of the requirements established for this padsite. Lastly, all reporting requirements have been met and inspections have shown compliance.

FINANCIAL CONSIDERATION:

An extension fee of \$10,000, per City Ordinance, will be owed if approved.



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 09/20/2022

PRESENTER: Angi Mize, Purchasing Manager

TITLE: Annual contract renewal #1 with Nortex Concrete Lift & Stabilization, in the amount of \$934,187.50 an increase of \$107,000 annually and an overall increase of \$428,000 bringing the five-year total to \$4,563,937.50 if remaining renewals are exercised

REVIEWING COMMITTEE:

SUMMARY:

<i>Vendor Name:</i>	Nortex Concrete Lift & Stabilization
<i>Annual Cost/Total Cost:</i>	\$827,187.50/\$4,135,937.50
<i>Department:</i>	Public Works - Streets
<i>Recommended Action:</i>	Approve

PURPOSE OF REQUEST:

On October 12, 2021, Council awarded an annual contract for Pavement Leveling Services to Nortex Concrete Lift & Stabilization for an annual amount of \$827,187.50.

The estimated annual amount to be paid to Nortex Concrete Lift & Stabilization shall be increased by the sum of \$107,000.00, to reflect the price redetermination as described in Exhibit "A", making the total estimated annual amount to be paid to Nortex under such contract \$934,187.50, to reflect the one-year renewal.

State statutes require City Council approval of a change order when the cumulative cost of the change order exceeds \$50,000. With approval of this change order, the City Manager will be able to approve the change order to a cumulative value of \$50,000 without additional Council approval. The City, as an owner, reserves the right to increase the amount of the work to be performed in a given contract by an amount not to exceed twenty-five (25%) percent of the original bid.

HISTORY:

	<u>Amount</u>	<u>Approval Date</u>	<u>Reason</u>
<u>Original Contract:</u>	827,187.50	10/12/2021	New contract
<u>Renewal 1</u>	934,187.50	09/07/2022	Price increase

PROCUREMENT DETAILS:

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

RFP/RFB #: 21158

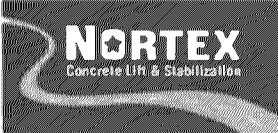
Selection Details: Low Bid Best Value

FINANCIAL CONSIDERATION:

Budgeted?	<input type="checkbox"/>	Fund Name: Street Sales Tax 232010	63031 Pavement Leveling
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ATTACHMENTS / SUPPORTING DOCUMENTS:

1- Price Increase Request



201 NW 26th St.
 Fort Worth, TX 76164
 (817) 831-1240 office
 (817) 831-1245 fax

To: City of Grand Prairie, TX
 Purchasing Department/Public Works Department
 300 West Main Street
 Grand Prairie, TX

Attn: Angi Mize
 Purchasing Manager

Re: Contract 21158 – Pavement Leveling Services Price Escalation Request

Date: July 13, 2022

Mrs. Mize,

As previously discussed, Nortex Concrete Lift & Stabilization, Inc. is formally requesting a price increase of \$.50/LB. This would raise the contract price from \$3.55/LB to \$4.05/LB for contract item 1 for Pavement Leveling Services. Increase item 7 for Soil Densification 4ft-8ft from \$4.55/LB to \$5.10/LB, and increase items 8 & 9 for Soil Densification 8ft-15ft and 15+ft from \$4.60/LB to \$5.15/LB.

Since the project was bid on September 20, 2021 we have seen polyurethane material price increases as well as being charge freight on material deliveries for the first time in 15 years. These are direct cost increases we did not know to expect when bidding the project in September. A brief description of the requested increases is broken down below and supporting documentation is also included.

In September 2021 our company was paying \$1.79/LB for both the "A" side (Isocyanate) and "B" side (Resin) of the two-part polyurethane we use under this contract. On the most recent invoice dated 6/21/22 for invoice number E-457899 the price has increased to an average of \$2.25/LB. Due to recent shortages of select polyols that go into the makeup of the "B" side resin we have been told the "B" side can no longer be priced the same as the "A" side. To offset a minor amount of the increase our supplier brought the "A" side price down from \$2.17/LB to \$2.15/LB for the high volume we purchase. The total raw material price increase being requested is \$.46/LB. I have included 9 invoices showing the prices and timeline from September 2021 through June 2022 verifying the direct cost increase.

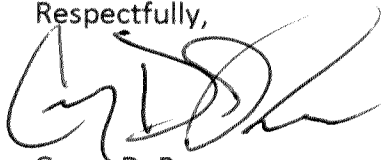
On these same invoices you will see that freight on material deliveries did not start being charged on orders until February 2022. Our firm had never been charged freight on material orders by our polyurethane supplier, but due to the shipping/supply chain issues and higher shipping rates being charged our manufacturer specified they could no longer incur this cost and is now passing it on to us for the first time in 15 years. This was very unexpected and has raised our direct cost on every truckload of polyurethane foam we have delivered for use on this project. We have seen freight charges being consistently in a range from \$1,150.00-\$1,700.00 per truckload.

A median number being \$1,425.00 when divided by the average LBS per truckload (38,800 LBS) of material delivered comes to \$.04/LB.

\$.46/LB for the raw material cost increase and \$.04/LB for the freight cost increase comes to \$.50/LB. We respectfully request the City of Grand Prairie to review this information and allow the price increase based on the general terms and conditions of the contract for price increase request at contract renewal points.

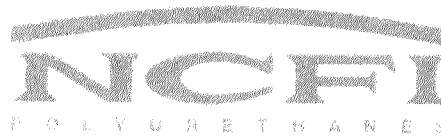
If any additional documentation is needed, please let us know.

Respectfully,



Casey DeRosa
General Manager

INVOICE E-436224
DATE 9/22/21
ORDER # 3607
LOC 305



Tel: Item 48.³
 Fax: www.ncfi.com

Division of Barnhardt Manufacturing Company

NCFI HOU SPECIALTY PRODUCTS 1023 BUFFALO RUN Missouri City TX 77489

PLEASE NOTICE OUR NEW REMIT TO: **BARNHARDT MANUFACTURING**
PO Box 1335 Dept 720082
Charlotte, NC 28201-1335

BILL TO: 22766

Nortex Concrete Lift and Stabilization
 PO Box 4935
 Ft. Worth TX 761640935

SHIP TO: 22766

Nortex Concrete Lift and (tx.ft) Stabilization
 201 Northwest 26th Street
 Ronnie Hobson (817) 727-7774
 Fort Worth TX 76164-711

TERMS	SALESMAN	ORDER DATE	SCHEDULED SHIP DATE	SCHEDULED DELIVERY DATE	CUSTOMER PO	FOB
2% 10 NET 30	KEVIN IRWIN	9/15/21	9/21/21	9/21/21	CD-Phone	FREIGHT PREPAID AND ADD

ITEM	CUSTOMER ITEM	DESCRIPTION	UM	ORDER QTY	SHIP QTY	UNIT PRICE (USD)	BASE QTY	BASE PRICE (USD)	EXTENDED PRICE (USD)
A2-24-003-TT		ISOCYANATE (A2-000)	EA	8.00	8.00	\$4,475.00	20,000.00	\$1.79	\$35,800.00
B-24-003-TT		WATER BLOWN 4 PCF CONCRETE JACK FOR WET CONDITIONS	EA	8.00	8.00	\$4,206.50	18,800.00	\$1.79	\$33,652.00

H 22495
9/30/21

69,452.00
1,389.04

68,062.96

ADDITIONAL INSTRUCTIONS

Flatbed Preferred

BOL	CARRIER
2115	COMMON CARRIER

Please note a change effective July 1, 2015 with making credit card payments.
 Credit card payments for any invoice issued on open credit terms basis are subject to a 3% merchant fee paid at the time of payment.

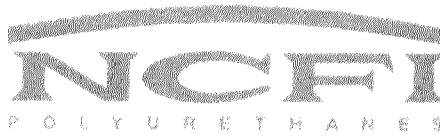
SUB-TOTAL (USD)	TAX (USD)	DISCOUNT (USD)	INVOICE TOTAL (USD)
\$69,452.00	\$0.00	\$0.00	\$69,452.00

Quality Policy

NCFI is committed to providing the highest quality products and services by continuously improving safety, performance, and consistency to meet or exceed requirements of our interested parties.

ORIGINAL - CUSTOMER COPY

INVOICE E-441974
DATE 11/29/21
ORDER # 170771
LOC 301



Tel: Item 48. 9
 Fax: 4
 www.ncfi.com

Division of Barnhardt Manufacturing Company

NCFI MTA SPECIALTY PRODUCTS 1515 Carter St Mount Airy NC 27030

PLEASE NOTICE OUR NEW REMIT TO: BARNHARDT MANUFACTURING
 PO Box 1335 Dept 720082
 Charlotte, NC 28201-1335

BILL TO: 22766

Nortex Concrete Lift and Stabilization
 PO Box 4935
 Ft. Worth TX 761640935

SHIP TO: 22766

Nortex Concrete Lift and (bx.ft) Stabilization
 201 Northwest 26th Street
 Ronnie Hobson (817) 727-7774
 Fort Worth TX 76164-711

TERMS	SALESMAN	ORDER DATE	SCHEDULED SHIP DATE	SCHEDULED DELIVERY DATE	CUSTOMER PO	FOB
2% 10 NET 30	KEVIN IRWIN	11/17/21	11/29/21		CD-TEXT	FREIGHT PREPAID AND ADD

ITEM	CUSTOMER ITEM	DESCRIPTION	UM	ORDER QTY	SHIP QTY	UNIT PRICE (USD)	BASE QTY	BASE PRICE (USD)	EXTENDED PRICE (USD)
A2-24-003-TT	A2-24-003-TT	ISOCYANATE (A2-000)	EA	8.00	8.00	\$4,850.00	20,000.00	\$1.94	\$38,800.00
B-24-003-TT	B-24-003-TT	COBLOWN 4 PCF CONCRETE JACKING WET CONDITIONS	EA	8.00	8.00	\$4,559.00	18,800.00	\$1.94	\$36,472.00

22705
 12/01/20 ✓
 75,272.00
 1505.44

 73,766.58

ADDITIONAL INSTRUCTIONS

BOL	CARRIER
75055	COMMON CARRIER

Please note a change effective July 1, 2015 with making credit card payments.
 Credit card payments for any invoice issued on open credit terms basis are subject to a 3% merchant fee paid at the time of payment.

SUB-TOTAL (USD)	TAX (USD)	DISCOUNT (USD)	INVOICE TOTAL (USD)
\$75,272.00	\$0.00	\$0.00	\$75,272.00

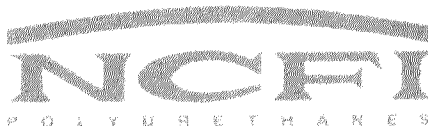
LATE PAYMENT FEES ARE 1.5% PER MONTH. PLEASE PAY BY THE DUE DATE

Quality Policy

NCFI is committed to providing the highest quality products and services by continuously improving safety, performance, and consistency to meet or exceed requirements of our interested parties.

ORIGINAL - CUSTOMER COPY

INVOICE E-443712
DATE 12/17/21
ORDER # 4889
LOC 305



Tel: 888 Item 48.
 Fax:
 www.ncfi.com

Division of Barnhardt Manufacturing Company

NCFI HOU SPECIALTY PRODUCTS 1023 BUFFALO RUN Missouri City TX 77489

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 PO Box 1335 Dept 720082
 Charlotte, NC 28201-1335

BILL TO: 22766

Nortex Concrete Lift and
 Stabilization
 PO Box 4935
 Ft. Worth TX 761640935

SHIP TO: 22766

Nortex Concrete Lift and (tx.ft)
 Stabilization
 201 Northwest 26th Street
 Ronnie Hobson (817) 727-7774
 Fort Worth TX 76164-711

TERMS	SALESMAN	ORDER DATE	SCHEDULED SHIP DATE	SCHEDULED DELIVERY DATE	CUSTOMER PO	FOB
2% 10 NET 30	KEVIN IRWIN	12/14/21	12/17/21	12/17/21	CD-Phone	FREIGHT PREPAID AND ADD

ITEM	CUSTOMER ITEM	DESCRIPTION	UM	ORDER QTY	SHIP QTY	UNIT PRICE (USD)	BASE QTY	BASE PRICE (USD)	EXTENDED PRICE (USD)
A2-24-003-TT	A2-24-003-TT	ISOCYANATE (A2-000)	EA	7.00	7.00	\$5,225.00	17,500.00	\$2.09	\$36,575.00
B-24-003-TT	B-24-003-TT	WATER BLOWN 4 PCF CONCRETE JACK FOR WET CONDITIONS	EA	7.00	7.00	\$4,911.50	16,450.00	\$2.09	\$34,380.50
A2-24-HF20-TT		ISOCYANATE (A2-000)	EA	1.00	1.00	\$5,225.00	2,500.00	\$2.09	\$5,225.00
B-24-HF20-TT		WATER BLOWN 2 PCF CONCRETE JACK FOR WET CONDITIONS	EA	1.00	1.00	\$4,702.50	2,250.00	\$2.09	\$4,702.50

12/30/21
 # 22821
 80,883.00
 (1617.66)
 79,265.34

ADDITIONAL INSTRUCTIONS

BOL CARRIER
 2891 COMMON CARRIER

Please note a change effective July 1, 2015 with making credit card payments.
 Credit card payments for any invoice issued on open credit terms basis are subject to a 3% merchant fee paid at the time of payment.

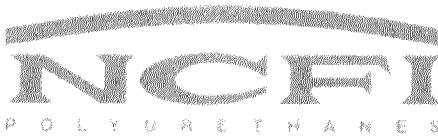
SUB-TOTAL (USD)	TAX (USD)	DISCOUNT (USD)	INVOICE TOTAL (USD)
\$80,883.00	\$0.00	\$0.00	\$80,883.00

Quality Policy

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ORIGINAL - CUSTOMER COPY

INVOICE E-445789
DATE 1/18/22
ORDER # 5271
LOC 305



Tel: Item 48. 33
 Fax: www.ncfi.com

Division of Barnhardt Manufacturing Company

NCFI HOU SPECIALTY PRODUCTS 1023 BUFFALO RUN Missouri City TX 77489

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Charlotte, NC 28201-1335

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Nortex Concrete Lift and Stabilization
PO Box 4935
Ft. Worth TX 761640935

SHIP TO: 22766

Nortex Concrete Lift and (tx.ft) Stabilization
201 Northwest 26th Street
Ronnie Hobson (817) 727-7774
Fort Worth TX 76164-711

TERMS	SALESMAN	ORDER DATE	SCHEDULED SHIP DATE	SCHEDULED DELIVERY DATE	CUSTOMER PO	FOB
2% 10 NET 30	KEVIN IRWIN	1/13/22	1/27/22	1/27/22	CD-Phone	FREIGHT PREPAID AND ADD

ITEM	CUSTOMER ITEM	DESCRIPTION	UM	ORDER QTY	SHIP QTY	UNIT PRICE (USD)	BASE QTY	BASE PRICE (USD)	EXTENDED PRICE (USD)
A2-24-003-TT	A2-24-003-TT	ISOCYANATE (A2-000)	EA	8.00	8.00	\$5,225.00	20,000.00	\$2.09	\$41,800.00
B-24-003-TT	B-24-003-TT	WATER BLOWN 4 PCF CONCRETE JACK FOR WET CONDITIONS	EA	8.00	8.00	\$4,911.50	18,800.00	\$2.09	\$39,292.00

81,092.00
 1271.84

 79,470.16

#22885
 1-19-22

ADDITIONAL INSTRUCTIONS

BOL	CARRIER
3128	COMMON CARRIER

Please note a change effective July 1, 2015 with making credit card payments. Credit card payments for any invoice issued on open credit terms basis are subject to a 3% merchant fee paid at the time of payment.

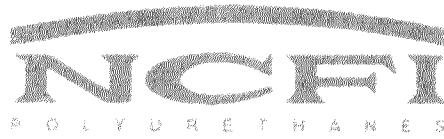
SUB-TOTAL (USD)	TAX (USD)	DISCOUNT (USD)	INVOICE TOTAL (USD)
\$81,092.00	\$0.00	\$0.00	\$81,092.00

Quality Policy

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ORIGINAL - CUSTOMER COPY

INVOICE E-448338
DATE 2/21/22
ORDER # 5568
LOC 305



Tel: Item 48.³
 Fax: www.ncfi.com

Division of Barnhardt Manufacturing Company

NCFI HOU SPECIALTY PRODUCTS 1023 BUFFALO RUN Missouri City TX 77489

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BILL TO: 22766

Nortex Concrete Lift and Stabilization
 PO Box 4935
 Ft. Worth TX 761640935

SHIP TO: 22766

Nortex Concrete Lift and (tx.ft) Stabilization
 201 Northwest 26th Street
 Ronnie Hobson (817) 727-7774
 Fort Worth TX 76164-711

TERMS	SALESMAN	ORDER DATE	SCHEDULED SHIP DATE	SCHEDULED DELIVERY DATE	CUSTOMER PO	FOB
2% 10 NET 30	KEVIN IRWIN	2/4/22	2/21/22	2/21/22	CD-Text	FREIGHT PREPAID AND ADD

ITEM	CUSTOMER ITEM	DESCRIPTION	UM	ORDER QTY	SHIP QTY	UNIT PRICE (USD)	BASE QTY	BASE PRICE (USD)	EXTENDED PRICE (USD)
A2-24-003-TT	A2-24-003-TT	ISOCYANATE (A2-000)	EA	8.00	8.00	\$5,225.00	20,000.00	\$2.09	\$41,800.00 ✓
FRGT		FREIGHT CHARGE			1.00	\$1,200.00	0.00	\$0.00	\$1,200.00 ✓
B-24-003-TT	B-24-003-TT	WATER BLOWN 4 PCF CONCRETE JACK FOR WET CONDITIONS	EA	8.00	8.00	\$4,911.50	18,800.00	\$2.09	\$39,292.00 ✓

Received
 2/22/22
 @ 8:30 AM

3/1/2022

#23025

82,292.00

1645.84

\$ 80,646.16

ADDITIONAL INSTRUCTIONS

BOL	CARRIER
3386	COMMON CARRIER

Please note a change effective July 1, 2015 with making credit card payments.
 Credit card payments for any invoice issued on open credit terms basis are subject to a 3% merchant fee paid at the time of payment.

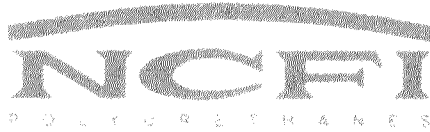
SUB-TOTAL (USD)	TAX (USD)	DISCOUNT (USD)	INVOICE TOTAL (USD)
\$82,292.00	\$0.00	\$0.00	\$82,292.00

Quality Policy

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ORIGINAL - CUSTOMER COPY

INVOICE E-451329
DATE 3/29/22
ORDER # 6159
LOC 305



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 Fax: www.ncfi.com

Division of Barnhardt Manufacturing Company

NCFI HOU SPECIALTY PRODUCTS 1023 BUFFALO RUN Missouri City TX 77489

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BILL TO: 22766

Nortex Concrete Lift and Stabilization
PO Box 4935
Ft. Worth TX 761640935

SHIP TO: 22766

Nortex Concrete Lift and (tx.ft) Stabilization
201 Northwest 26th Street
Ronnie Hobson (817) 727-7774
Fort Worth TX 76164-711

TERMS	SALESMAN	ORDER DATE	SCHEDULED SHIP DATE	SCHEDULED DELIVERY DATE	CUSTOMER PO	FOB
2% 10 NET 30	KEVIN IRWIN	3/21/22	3/28/22	3/28/22	CD-Phone	FREIGHT PREPAID AND ADD

ITEM	CUSTOMER ITEM	DESCRIPTION	UM	ORDER QTY	SHIP QTY	UNIT PRICE (USD)	BASE QTY	BASE PRICE (USD)	EXTENDED PRICE (USD)
A2-24-003-TT	A2-24-003-TT	ISOCYANATE (A2-000)	EA	8.00	8.00	\$5,225.00	20,000.00	\$2.09	\$41,800.00
FRGT		FREIGHT CHARGE			1.00	\$1,650.00	0.00	\$0.00	\$1,650.00
B-24-003-TT	B-24-003-TT	WATER BLOWN 4 PCF CONCRETE JACK FOR WET CONDITIONS	EA	8.00	8.00	\$4,911.50	18,800.00	\$2.09	\$39,292.00

23159

4/1/2022

82,742.00

1,654.84

81,087.16

ADDITIONAL INSTRUCTIONS

BOL CARRIER
 3698 COMMON CARRIER

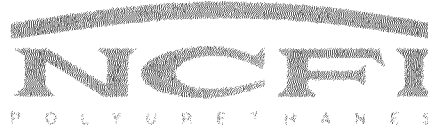
Please note a change effective July 1, 2015 with making credit card payments.
 Credit card payments for any invoice issued on open credit terms basis are subject to a 3% merchant fee paid at the time of payment.

SUB-TOTAL (USD)	TAX (USD)	DISCOUNT (USD)	INVOICE TOTAL (USD)
\$82,742.00	\$0.00	\$0.00	\$82,742.00

Quality Policy

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INVOICE E-455687
DATE 5/24/22
ORDER # 6859
LOC 305



Division of Barnhardt Manufacturing Company

Tel: 88 Item 48.
 Fax:
 www.ncfi.com

NCFI HOU SPECIALTY PRODUCTS 1023 BUFFALO RUN Missouri City TX 77489

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BILL TO: 22766

Nortex Concrete Lift and Stabilization
PO Box 4935
Ft. Worth TX 761640935

SHIP TO: 22766

Nortex Concrete Lift and(tx.ft)
201 Northwest 26th Street
Ronnie Hobson (817) 727-7774
Fort Worth TX 76164-711

TERMS	SALESMAN	ORDER DATE	SCHEDULED SHIP DATE	SCHEDULED DELIVERY DATE	CUSTOMER PO	FOB
2% 10 NET 30	KEVIN IRWIN	5/10/22	5/24/22	5/24/22	CD-Email	FREIGHT PREPAID AND ADD

ITEM	CUSTOMER ITEM	DESCRIPTION	UM	ORDER QTY	SHIP QTY	UNIT PRICE (USD)	BASE QTY	BASE PRICE (USD)	EXTENDED PRICE (USD)
A2-24-003-TT	A2-24-003-TT	ISOCYANATE (A2-000)	EA	8.00	8.00	\$5,425.00	20,000.00	\$2.17	\$43,400.00 ✓
FRGT		FREIGHT CHARGE			1.00	\$1,250.00	0.00	\$0.00	\$1,250.00 ✓
B-24-003-TT	B-24-003-TT	WATER BLOWN 4 PCF CONCRETE JACK FOR WET CONDITIONS	EA	8.00	8.00	\$5,099.50	18,800.00	\$2.17	\$40,796.00 ✓

H 23432
6/1/22

Good Casey

85,446.00
1,708.92

83,737.08

ADDITIONAL INSTRUCTIONS

NEEDS TO DELIVER ON 5/24/2022

BOL CARRIER
 4222 COMMON CARRIER

Please note a change effective July 1, 2015 with making credit card payments.
 Credit card payments for any invoice issued on open credit terms basis are subject to a 3% merchant fee paid at the time of payment.

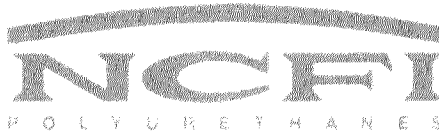
SUB-TOTAL (USD)	TAX (USD)	DISCOUNT (USD)	INVOICE TOTAL (USD)
\$85,446.00	\$0.00	\$0.00	\$85,446.00

Quality Policy

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ORIGINAL - CUSTOMER COPY

INVOICE E-456919
DATE 6/8/22
ORDER # 7104
LOC 305



Tel: 63
Fax: Item 48.
 www.ncfi.com

Division of Barnhardt Manufacturing Company

NCFI HOU SPECIALTY PRODUCTS 1023 BUFFALO RUN Missouri City TX 77489

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PO Box 1335 Dept 720082
Charlotte, NC 28201-1335

BILL TO: 22766

Nortex Concrete Lift and Stabilization
PO Box 4935
Ft. Worth TX 761640935

SHIP TO: 22766

Nortex Concrete Lift and(tx.ft)
201 Northwest 26th Street
Ronnie Hobson (817) 727-7774
Fort Worth TX 76164-711

TERMS	SALESMAN	ORDER DATE	SCHEDULED SHIP DATE	SCHEDULED DELIVERY DATE	CUSTOMER PO	FOB
2% 10 NET 30	KEVIN IRWIN	6/1/22	6/8/22	6/8/22	CD-Phone	FREIGHT PREPAID AND ADD

ITEM	CUSTOMER ITEM	DESCRIPTION	UM	ORDER QTY	SHIP QTY	UNIT PRICE (USD)	BASE QTY	BASE PRICE (USD)	EXTENDED PRICE (USD)
A2-24-003-TT	A2-24-003-TT	ISOCYANATE (A2-000)	EA	10.00	10.00	\$5,425.00	25,000.00	\$2.17	\$54,250.00
FRGT		FREIGHT CHARGE			1.00	\$1,700.00	0.00	\$0.00	\$1,700.00
B-24-003-TT	B-24-003-TT	WATER BLOWN 4 PCF CONCRETE JACK FOR WET CONDITIONS	EA	6.00	6.00	\$5,099.50	14,100.00	\$2.17	\$30,597.00

6/9/2022

86,547.00
-1730.94

23491

\$84,816.06

ADDITIONAL INSTRUCTIONS

BOL	CARRIER
4343	COMMON CARRIER

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 Credit card payments for any invoice issued on open credit terms basis are subject to a 3% merchant fee paid at the time of payment.

SUB-TOTAL (USD)	TAX (USD)	DISCOUNT (USD)	INVOICE TOTAL (USD)
\$86,547.00	\$0.00	\$0.00	\$86,547.00

Quality Policy

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INVOICE E-457899
DATE 6/21/22
ORDER # 7274
LOC 305



Tel: Item 48.
 Fax: www.ncfi.com

Division of Barnhardt Manufacturing Company

NCFI HOU SPECIALTY PRODUCTS 1023 BUFFALO RUN Missouri City TX 77489

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PO Box 1335 Dept 720082
Charlotte, NC 28201-1335

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PO Box 4935
Ft. Worth TX 761640935

SHIP TO: 22766

Nortex Concrete Lift and (tx.ft)
201 Northwest 26th Street
Ronnie Hobson (817) 727-7774
Fort Worth TX 76164-711

TERMS	SALESMAN	ORDER DATE	SCHEDULED SHIP DATE	SCHEDULED DELIVERY DATE	CUSTOMER PO	FOB
2% 10 NET 30	KEVIN IRWIN	6/15/22	6/21/22	6/21/22	CD-Phone	FREIGHT PREPAID AND ADD

ITEM	CUSTOMER ITEM	DESCRIPTION	UM	ORDER QTY	SHIP QTY	UNIT PRICE (USD)	BASE QTY	BASE PRICE (USD)	EXTENDED PRICE (USD)
A2-24-003-TT	A2-24-003-TT	ISOCYANATE (A2-000)	EA	8.00	8.00	\$5,375.00	20,000.00	\$2.15	\$43,000.00
FRGT		FREIGHT CHARGE			1.00	\$1,150.00	0.00	\$0.00	\$1,150.00
B-24-003-TT	B-24-003-TT	WATER BLOWN 4 PCF CONCRETE JACK FOR WET CONDITIONS	EA	8.00	8.00	\$5,052.50	17,000.00	\$2.38	\$40,420.00

23561
7/11/22

5784,570.00
1,691.40

\$ 82,878.60

ADDITIONAL INSTRUCTIONS

BOL	CARRIER
4456	COMMON CARRIER

Please note a change effective July 1, 2015 with making credit card payments.
 Credit card payments for any invoice issued on open credit terms basis are subject to a 3% merchant fee paid at the time of payment.

SUB-TOTAL (USD)	TAX (USD)	DISCOUNT (USD)	INVOICE TOTAL (USD)
\$84,570.00	\$0.00	\$0.00	\$84,570.00

Quality Policy

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ORIGINAL - CUSTOMER COPY



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/20/2022

REQUESTER: Cindy Mendez

PRESENTER: Cindy Mendez, Public Health & Environmental Quality Director

TITLE: Trinity River Authority FY 23 Laboratory Services Contract in an amount not to exceed \$273,000 for analysis of water, wastewater, and stream samples

RECOMMENDED ACTION: Approve

ANALYSIS:

The Trinity River Authority (TRA) plant in Grand Prairie has conducted water and wastewater analysis for Grand Prairie for several decades. The proposed initial term of the contract is for October 1, 2022 through September 30, 2023. The proposed contract continues the City's current relationship with TRA as it relates to water and wastewater sample analysis and the purchase of supplies for sampling. An estimated average of 600 samples per month will be submitted to the TRA laboratory, including industrial waste, drinking water, groundwater, and stream samples. The cost of these samples ranges from \$13.00 per sample to over \$1,000 per sample. Most of these samples are required to be collected due to federal mandates under the Clean Water Act and the Safe Drinking Water Act. The TRA is state-approved, always reliable, and due to its proximity and price structure, offers cost effective services.

Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Contracts Act, authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as these needed laboratory services.

FINANCIAL CONSIDERATION:

Funding for the Trinity River Authority Laboratory Services contract is available in the Proposed FY 2022/2023 Water Wastewater Operating Fund, Public Health & Environmental Quality Department

CITY OF GRAND PRAIRIE
OPERATING BUDGET EXPENDITURE INFORMATION

FUND: Water Wastewater Fund
Name of Fund (i.e. General Fund)

AGENCY: Environmental Services Department
Name of Department

ACCOUNTING UNIT: 303010 (WINS)

AVAILABLE: 61485 Miscellaneous Services, \$394,071
Account Code, Description, and amount available

STAFF CONTACT: Cindy Mendez

VENDOR NUMBER: 4562

VENDOR NAME: Trinity River Authority

CONTINGENCY: N/A



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/20/2022

PRESENTER: Gabriel Johnson, Director of Public Works and Engineering

TITLE: Professional engineering services contract with Halff Associates in the maximum amount of \$116,000 for Stormwater Modeling Annual Update (The Finance and Government Committee reviewed this item on 09/06/2022)

SUMMARY:

<i>Vendor Name:</i>	Halff Associates
<i>Annual Cost/Total Cost:</i>	\$116,000
<i>Department:</i>	Engineering
<i>Recommended Action:</i>	Approve

PURPOSE OF REQUEST:

This contract provides for the professional Engineering Services with the firm of Halff Associates for Stormwater Modeling Annual Update of the Citywide Internal Storm Drain Master Plan to include city and developer storm drain construction since the November 17, 2021 update. Storm drain systems from a total of 23 private development projects and 5 city projects will be modeled in StormCAD, reviewed by the city and the approved StormCAD models will be added to the Citywide Internal Storm Drain Master Plan.

Chapter 252, Section 22 of the Local Government Code allows for the exemption to competitive bidding when the expenditure is for Professional Services such as engineering services. Halff Associates, Inc. engineering firm was selected as the most qualified professional due to their previous design experience in this area and study efforts in the basin.

The study is anticipated to begin in October 2022 with project completion by July 2023.

PROCUREMENT DETAILS:

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

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name: Storm Drainage Capital Projects Fund	401592 Fund, Activity 02205301
-----------	-------------------------------------	---	--------------------------------

August 5, 2022
P34168.003

Mr. Romin Khavari, P.E., CFM
City Engineer
City of Grand Prairie
206 W. Church Street
P.O. Box 534045
Grand Prairie, Texas 75053-4045

RE: **FY 2022 Storm Water Modeling Annual Update, W.O. #622.53**

Dear Mr. Khavari:

Halff Associates, Inc. (Halff) is pleased to submit the following proposal for engineering services for the FY 2022 Storm Water Modeling Annual Updates. Halff has extensive StormCAD experience with the City of Grand Prairie having developed the entire regional model network associated with the original City-wide Internal Storm Drain Master Plan (CWISDMP). Halff has served as a drainage review consultant to the City for several years, developing StormCAD models for new development with each review. Additionally, Halff has previous knowledge of what is required with the regional StormCAD model updates having completed the previous CWISDMP update in 2016, 2018 and 2021.

I will be the project manager for this work. I have 10 years of engineering experience related to hydrology and hydraulics and I am one of the water resources project managers in Halff's Fort Worth office. Recent projects that I have worked on for the City of Grand Prairie include the FY2018 & FY2021 Storm Water Modeling Annual Updates, detailed hydraulic model extension along Plattner Creek, and internal review of StormCAD model development associated with Grand Prairie drainage reviews.

Halff has two water resources teams located in the Fort Worth office comprised of 25 engineers dedicated exclusively to storm water projects, many of whom have hands on StormCAD experience from previous work with the City of Grand Prairie. As project manager, I will ensure that adequate staff are assigned to this project and that the annual StormCAD updates are completed on schedule. Stephen Crawford will provide project oversight based on his knowledge and experience working on the CWISDMP.

Attached is Exhibit "A", including the scope of work, basis of compensation, fee summary, project schedule, and organization chart for the Master Plan Study update to be prepared by Halff.

We hope that this proposal meets with your approval. Please feel free to contact me at 817-764-7481 or at rdueck@halff.com if you have any questions.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Randy Dueck".

Randy Dueck, P.E., CFM
Project Manager

EXHIBIT "A"

FY 2022 Storm Water Modeling Annual Update, W.O. #622.53

SCOPE OF WORK

GENERAL DESCRIPTION

Halff Associates will update the City of Grand Prairie City-wide Internal Storm Drain Master Plan (CWISDMP) Region StormCAD models based on private/City projects that have been constructed since the 2022 CWISDMP Update. Individual StormCAD models will be developed or updated to match as-built plans for each project listed in Attachment 'E'. The targeted project schedule is provided in Attachment 'D'. Updates to Region StormCAD models will not occur until the individual project models are reviewed and approved by the City.

A. StormCAD Model Updates

1. Coordinate with City staff on storm drainage infrastructure placed since the 2021 CWISDMP Update was completed that needs to be included in the FY 2022 updates. Collect as-built plans from the City for all private and/or City infrastructure improvements included in the FY 2022 updates.
2. Generate updated StormCAD models for each Region, if the Region included StormCAD model updates from new private development or City infrastructure improvements. StormCAD models developed previously will be checked for consistency with as-built plans and revised as needed prior to incorporation in the Region StormCAD models. All StormCAD modeling will be done in compliance with the City's Technical Modeling Standards dated March 2015. All control points shall be included in the models including PVI and pipe size change points as shown in the plans.
3. Generate updated Figures for each Region, if the Region included StormCAD model updates. The end product will include the Region drainage area maps and existing system maps to include new systems modeled and models segregated by Region in separate folders labeled with region IDs to facilitate City use. Figure 1 – Index, will be updated as needed for full coverage of approved StormCAD models.
4. Provide an updated StormCAD digital deliverable, including updated Region folders with Figures and models, including updated shapefiles. One copy of 11x17 maps will be provided for updated regions, as needed.
5. Provide a brief memo summary for the FY 2022 updates, including a list of region models updated and the name(s) of the development that was incorporated. City infrastructure improvements that were incorporated will also be included in the list.

ITEMS NOT INCLUDED

- No updates to proposed improvements or CIPs as shown in the current CWISDMP.
- No updates to drainage areas, unless modified by new development or City infrastructure.

EXHIBIT "A"

FY 2022 Storm Water Modeling Annual Update, W.O. #622.53

ATTACHMENT "B"

COMPENSATION BY TASK

The total maximum fee for items described in Attachment "A" shall be on an hourly, not-to-exceed basis for **\$116,00.00**, which includes printing, direct costs, and computer charges normally associated with production of these services.

The compensation for services shall be on the basis of 2.3 times total salary cost for each employee engaged directly on the project. Total fees will not be exceeded without prior approval. Direct costs including printing and reproduction, postage, courier/overnight service and travel outside the Dallas/Fort Worth Metroplex will be considered reimbursable and will be billed at 1.1 times the direct cost incurred.

The project will be billed monthly based on a percent complete amount. Progress reports will be submitted to the City of Grand Prairie on a monthly basis along with invoices.

EXHIBIT "A"

FY 2022 Storm Water Modeling Annual Update, W.O. #622.53

ATTACHMENT "C"

PROJECT TEAM AND ORGANIZATION CHART

Following is a list of Halff personnel, roles, and office location. Primary work will be done in our Fort Worth office and project coordination will be through Stephen Crawford and Randy Dueck. Brief resumes for key staff of the project team are included on the following pages.

- Stephen Crawford, PE, CFM – Principal – Richardson
- Randy Dueck, PE, CFM – Project Manager – Fort Worth
- Scott Rushing, PE, CFM – QA/QC Manager – Fort Worth
- Amanda Beeck, EIT – Project Engineer – Fort Worth

EXHIBIT 'A' - ATTACHMENT 'B' (CONTINUED) - ESTIMATED MANHOURS

FY 2022 Storm Water Modeling Annual Update								
Halff Associates Man Hour Breakdown								
ITEM No.	TASK	Principal Crawford \$350.00	PM Dueck \$183.00	QAQC Rushing \$254.00	EIT Beeck \$136.00	Clerical Salazar \$67.00	Direct Costs	LABOR
	CWISDMP - 2018 Update							
1	Coordination	2	8	2				\$2,672
2	StormCAD Model Updates	1	160	40	360			\$88,790
3	Figure Updates	1	20	8	24			\$9,306
4	StormCAD Deliverable	1	20	8	32		\$250	\$10,644
5	Brief Memo	1	10	2	12	4		\$4,588
Total		6	218	60	428.295	4	\$250	\$116,000

EXHIBIT "A"

FY 2022 Storm Water Modeling Annual Update, W.O. #622.53

ATTACHMENT "C"

PROJECT TEAM AND ORGANIZATION CHART

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- Randy Dueck, PE, CFM – Project Manager – Fort Worth
- Scott Rushing, PE, CFM – QA/QC Manager – Fort Worth
- Amanda Beeck, EIT – Project Engineer – Fort Worth

STEPHEN CRAWFORD, PE, CFM
HALFF ASSOCIATES, INC.

Bachelor of Science/Civil Engineering
 Magna Cum Laude

Louisiana Tech University (1996)

Licenses and Registration

Licensed Professional Engineer
 State of Texas - No. 89249 (2002)

Certified Floodplain Manager
 State of Texas – No. 0794-05N (2006)

Since joining Halff Associates in June 1996, Mr. Crawford has worked on numerous drainage studies and drainage design projects. Additionally, his project experience includes a vast resume of drainage studies/design projects and site development projects, including industrial warehouse sites and multi-use public facility sites. Mr. Crawford also has experience with roadway design, streambank restoration, flood warning, utility rehabilitation/relocation, construction management, and expert witness work. He began his career in Halff's Fort Worth office, where he worked for thirteen years. In April 2009, he became the Branch office manager for Halff's office in Grand Prairie. In August 2016, he moved to Halff's Richardson office to lead the Public Works team. Representative projects include:

- Miscellaneous Services, Grand Prairie, Texas – Program Manager for various miscellaneous services projects for the City of Grand Prairie, including:
 - MacArthur Blvd Cultural Resources Monitoring
 - Keith Heights Sinkhole Repairs
 - Taaffe Creek Rock Chute Design
 - Drainage Design Manual Update & Review
 - Lake Parks West Flume Design & Drafting
 - Central Park Lake 1 Pipe Design
 - Vega Street Drainage Design
 - Keith Heights Storm Drain Design
 - Taaffe Creek Flood Study Review
 - Storm Drain Outfall Drafting Services (2 locations).

- FY 2010-2020 Drainage Reviews, Grand Prairie, Texas – Program Manager to perform third-party drainage reviews for site development submittals in the City of Grand Prairie. To-date has performed over 100 drainage reviews. Reviews included detailed review of site drainage features and calculations to ensure conformance with drainage criteria. Included detention and erosion plan reviews and included meetings with city and client as needed. Performed major review of the future Lakeridge Parkway Extension project hydraulics along Fish Creek, IKEA, and Epic Towne Crossing.

RANDY DUECK, PE, CFM
HALFF ASSOCIATES, INC.

Bachelor of Science/Civil Engineering

University of Manitoba (2008)

Licenses and Registrations

Professional Engineer

State of Texas – No. 125939 (2017)

Certified Floodplain Manager

State of Texas (2015)

Mr. Dueck joined Halff Associates in July of 2013. He has experience with floodplain development permits, CDC permits, drainage reviews, municipal master drainage plans, FEMA CTP studies and LOMR preparation, hydroelectric dam modelling, and remote wilderness data collection. Since joining Halff Associates, he has gained experience with a variety of hydrologic and hydraulic modeling software including HEC-HMS, HEC-RAS, XPSWMM, Bentley StormCAD V8i, and Bentley SewerGEMS V8i. He also has hands on experience with Microstation and GIS applications. Representative projects include:

- City-Wide Storm Drain Master Plan – 2016, 2018, 2020 Update, Grand Prairie, Texas – Project Engineer/Manager for updating the City-wide Storm Drain Master Plan (CWDMP) to reflect recent development in the City of Grand Prairie. Responsible for revising StormCAD models based on as-built drawings and providing revised GIS data and exhibits. Methodology was consistent with the original CWDMP detail study by Halff.
- FY 2010-2020 Drainage Reviews, Grand Prairie, Texas – Project Engineer to perform third-party drainage reviews for site development submittals in the City of Grand Prairie. Reviews included detailed review of site drainage features and calculations to ensure conformance with drainage criteria. Included detention and erosion plan reviews and meetings with city and client as needed.

SCOTT RUSHING, PE, CFM
HALFF ASSOCIATES, INC.

Bachelor of Science/Civil Engineering

Texas A&M University (2008)

Licenses and Registrations

Professional Engineer

State of Texas – No. 114519 (2013)

Certified Floodplain Manager – No. 1775-09N (2009)

Mr. Rushing joined Halff Associates in June 2008 and has extensive experience with municipal master drainage plans, FEMA CTP studies and LOMR preparation, and various erosion control and bank stabilization projects. Since joining Halff Associates, he has gained experience with a variety of hydrologic and hydraulic modeling software including HEC-HMS, HEC-RAS, Bentley StormCAD V8i, Bentley SewerGEMS V8i, and Bentley PondPack. He also has hands on experience with Microstation and GIS applications. Representative projects include:

- Fish/Cottonwood Creek CWDMP Updates, Grand Prairie, Texas – Project Manager for the City-wide Drainage Master Plan Updates for the Fish/Cottonwood Creek watersheds within the City of Grand Prairie. The Fish/Cottonwood Creek watersheds cover approximately 40 square miles and contain three cities: City of Grand Prairie, City of Arlington, and City of Dallas. Over 20 miles of detailed study streams were updated including Fish Creek, Prairie Creek, Cottonwood Creek, and South Fork Cottonwood Creek. Study objectives included development of updated technical data within the City of Grand Prairie based on recent hydrologic updates within the City of Arlington, new 2016 City of Grand Prairie Lidar data, and recent construction of new stream crossings.
- City-Wide Storm Drain Master Plan Detail Study, Grand Prairie, Texas – The goal of this storm water master plan was to provide site-specific capacity information for existing storm drain systems and to develop improvement alternatives with coordination from the City of Grand Prairie to address flooding problems caused by inadequate drainage systems. Nine (9) major watersheds within the City of Grand Prairie containing a total of over 580,000 lf of storm drain trunk lines (24" or larger) were analyzed for the 2-year, 10-year, and 100-year events using StormCAD v8i modeling package. Drainage areas were delineated for each modeled inlet and rational method discharges were computed for each modeled storm event. Living StormCAD models were provided to the City of Grand Prairie to facilitate on the fly updates to existing storm drain systems by incorporating development changes and watershed revisions so that information is always current. A comprehensive prioritization of capital projects was developed as part of this master plan, which included improvement alternatives from four (4) additional major watersheds studied previously by Halff Associates using the same methodology and modeling software.
- City-Wide Storm Drain Master Plan – 2018 & 2020 Update, Grand Prairie, Texas – Project Manger for the 2018 and 2020 StormCAD updates with tasks that included coordination with City staff on requested project lists, field survey coordination, and internal QAQC of all deliverables including StormCAD models, updated Master Plan Figures, and memo summarizing the 2018 and 2020 updates.

AMANDA BEECK, EIT
HALFF ASSOCIATES, INC.

Bachelor of Science/Civil Engineering

University of Texas A&M (2020)

Licenses and Registrations

Engineer-in-Training

State of Texas – No. 70804 (2020)

Ms. Beeck interned with Halff Associates in the summer of 2019 and joined Halff full time in July of 2020. She built several StormCAD models during her internship assisting with City of Grand Prairie drainage reviews. Since joining Halff full-time, she has continued assisting with StormCAD model development and has also gained experience using HEC-RAS 2D, InfoWorks ICM and building 2D storm drain models using XPSWMM. Representative projects include:

- FY 2019-2020 Drainage Reviews, Grand Prairie, Texas – Project Engineer to perform third-party drainage reviews for site development submittals in the City of Grand Prairie. Tasks included building StormCAD models to assist the drainage review process.
- City-wide 2D Flood Assessment, Southlake, Texas – Project Engineer responsible for building HEC-RAS 2D models for the entire City to develop local floodplain mapping, identify flood mitigation areas, and assist CIP planning. Responsibilities also included conceptual alternative development using InfoWorks ICM to evaluate proposed stormdrain improvements.
- Stream JC-9 Drainage Improvements Master Plan, Arlington, Texas – Project Engineer responsible for hydraulic model development for the Stream JC-9 watershed using XPSWMM. Tasks included input of storm drain geometric features in GIS from as-built plan data to build the XPSWMM model.
- City-Wide Storm Drain Master Plan – 2020 Update, Grand Prairie, Texas – Project Engineer for updating the City-wide Storm Drain Master Plan (CWDMP) to reflect recent development in the City of Grand Prairie. Responsible for revising StormCAD models based on as-built drawings and providing revised GIS data and exhibits. Methodology was consistent with the original CWDMP detail study by Halff.

EXHIBIT 'A' - ATTACHMENT 'D'

FY 2022 Storm Water Modeling Annual Update – Schedule
W.O. # 622.53

City of Grand Prairie, Texas

		2022				2023					
Description	Complete	September	October	November	December	January	February	March	April	May	June
Data Collection/Coordination	14-Oct-22	[Yellow Bar]									
StormCAD Model Development	28-Apr-23	[Yellow Bar]									
StormCAD Model Region Updates	30-Jun-23									[Yellow Bar]	
Figure Updates	30-Jun-23										[Yellow Bar]
StormCAD Digital Data Deliverable	30-Jun-23									[Yellow Bar]	
Brief Memo	30-Jun-23										[Yellow Bar]

EXHIBIT 'A' - ATTACHMENT 'E'
FY 2022 Storm Water Modeling Annual Update
Comprehensive Project List

Project	Private/City	Plan File #	Status of Plans	Notes
Ragland Road SH 360 - Mirabella Boulevard	City	P-1460	Record Plans on File	Model built based on available plans, not reviewed by City
Brent Court Storm Drainage Improvements	City	SD-694	Record Plans on File	Model built based on available plans, not reviewed by City
Dickey Road Drainage Improvements West of S.W. 3rd Street	City	SD-693	Record Plans on File	No model built
Great Southwest Parkway Improvements from I-20 to Mayfield P-1521	City	P-1521	Record Plans on File	No model built
Seeton Road Phase 2	City	P-1501	Record Plans on File	Model built based on conformed plans, not reviewed by City
Warrior Trail Industrial	Private	P-1668	Record Plans on File	Model built based on available plans, not reviewed by City
Greenway Trails Phase 4	Private	P-1678	Record Plans on File	Model built based on available plans, not reviewed by City
Greenway Trails Phase 5	Private	P-1692	Record Plans on File	Model built based on available plans, not reviewed by City
Clearview Estates P-1558	Private	P-1558	Record Plans on File	No model built
Clear Lake Addition P-1604	Private	P-1604	Record Plans on File	No model built
Texas Roadhouse Relocation P-1625	Private	P-1625	Record Plans on File	No model built
Retail at Epic East Towne Crossing P-1633	Private	P-1633	Record Plans on File	No model built
Raising Cane's #493 - Epic West P-1635	Private	P-1635	Record Plans on File	No model built
Royalton Addition Apartments P-1637	Private	P-1637	Record Plans on File	No model built
Golden Rule Grand Prairie P-1640	Private	P-1640	Record Plans on File	No model built
Epic East Towne Crossing Ph. II P-1645	Private	P-1645	Record Plans on File	No model built
Fire Station #3 P-1649	Private	P-1649	Record Plans on File	No model built
TCC MacArthur Addition CHI P-1650	Private	P-1650	Record Plans on File	No model built
The Gibson Retail P-1651	Private	P-1651	Record Plans on File	No model built
Hakemy Addition – Pioneer Parkway P-1657	Private	P-1657	Record Plans on File	No model built
Westcliff Road P-1664	Private	P-1664	Record Plans on File	No model built
Jack in the Box, Epic West Towne Centre, Phase 1 P-1676	Private	P-1676	Record Plans on File	No model built
Chicken N Pickle Epic Center P-1681	Private	P-1681	Record Plans on File	No model built
Ashton Sawing and Drilling Facility P-1685	Private	P-1685	Record Plans on File	No model built
Longhorn Steakhouse Epic West P-1688	Private	P-1688	Record Plans on File	No model built
Twin Peaks Epic West Restaurant P-1702	Private	P-1702	Record Plans on File	No model built
Landmark Companies Warehouse HH and FDP (Shady Grove Industrial) P-1707	Private	P-1707	Record Plans on File	No model built
AirbusHelism NARTRAC W-805	Private	W-805	Record Plans on File	No model built



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/20/2022

PRESENTER: Gabriel Johnson, Director of Public Works and Engineering

TITLE: Annual contract for grass sod from King Ranch Turf Grass (up to \$28,660.00 annually). This agreement will be for one year with the option to renew for four additional one-year periods totaling \$143,300.00 if all extensions are exercised. An annual contract for grass seed from Justin Seed (up to \$18,270.00 annually). This agreement will be for one year with the option to renew for four additional one-year periods totaling \$91,350.00 if all extensions are exercised. Authorize the City Manager to execute the renewal options with aggregate price fluctuations up to \$35,825 for King Ranch and \$22,837.50 for Justin Seed so long as sufficient funding is appropriated by the City Council to satisfy the City’s obligation during the renewal terms (The Finance and Government Committee reviewed this item on 09/06/2022)

SUMMARY:

<i>Vendor Name:</i>	King Ranch Turf Grass
<i>Annual Cost/Total Cost:</i>	\$28,660.00/\$143,300.00
<i>Department:</i>	Streets Department
<i>Recommended Action:</i>	Approve

<i>Vendor Name:</i>	Justin Seed
<i>Annual Cost/Total Cost:</i>	\$18,270.00/\$91,350.00
<i>Department:</i>	Streets Department
<i>Recommended Action:</i>	Approve

PURPOSE OF REQUEST:

This agreement will be for the purchase of TIF Bermuda and Saint Augustine grass sod with King Ranch Turfgrass LP at an estimated annual cost of \$28,660.00 and a Common Bermuda, Annual Ryegrass, and TIF Bermuda seeds with Justin Seed at an estimated annual cost of \$18,270.00. These sods and seeds are to be used to facilitate grass and sod replacement at various construction projects throughout the City.

Bid # 22122 was distributed to nine (9) vendors including three (3) HUB vendors and one (1) Grand Prairie vendor. There were two responses received, as shown in Attachment A.

The low bids from King Ranch Turfgrass LP and Justin Seed meet specifications and are recommended for award.

PROCUREMENT DETAILS:

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

Local Vendor HUB Vendor

Number of Responses: 2 RFP/RFB #: 22122

Selection Details: Low Bid Best Value

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name: General Fund	251110-60180 PW Draining Channel Maintenance Dirt-Agricultural/Horticulture Supplies Fund
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ATTACHMENTS / SUPPORTING DOCUMENTS:

- 1- Bid Summary

Seed & Grass Sod

RFB # 22122

TABULATION



Bid Tabulation
Seed & Grass Sod
RFB #22122

King Ranch Turf Grass	Justin Seed
-----------------------	-------------

Justin, TX	Arlington, TX
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Item	Description	QTY	UOM	Justin, TX		Arlington, TX	
				Unit Price	Extended Price	Unit Price	Extended Price
1	TIF Bermuda Grass Sod	3200	SY	3.80	12,160.00		-
2	St. Augustine Sod	3200	SY	5.00	16,000.00		-
3	Annual Ryegrass Seed 50 lb. bags	80	BAG		-	45.00	3,600.00
4	Common Bermuda Seed	20	BAG		-	494.50	9,890.00
5	TIF Bermuda Grass Seed	10	BAG		-	428.00	4,280.00
6	Delivery Fees (if any) Not to exceed \$500.00 Annually	1	Fee	500.00	500.00	500.00	500.00
Total					\$ 28,660.00		\$ 18,270.00



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/20/2022

PRESENTER: Gabriel Johnson, Director of Public Works, and Engineering

TITLE: Annual Contract for product or service from Professional Coating Technologies (\$30,000.00) through a Master Interlocal Agreement with the City of Arlington. This contract will be for one year with the option to renew for four additional one-year periods totaling \$150,000 if all extensions are exercised. Authorize the City Manager to execute the renewal options with aggregate price fluctuations up to \$37,500.00 so long as sufficient funding is appropriated by the City Council to satisfy the City’s obligation during the renewal terms (The Finance and Government Committee reviewed this item on 09/06/2022)

SUMMARY:

<i>Vendor Name:</i>	Professional Coating Technologies
<i>Annual Cost/Total Cost:</i>	\$30,000.00/\$150,000.00
<i>Department:</i>	Public Works - Streets
<i>Recommended Action:</i>	Approve

PURPOSE OF REQUEST:

PHPM-50 is a thin bituminous liquid asphalt emulsion used to bond new asphalt to the existing pavement. Liquid asphalt emulsion is a critical component for asphalt resurfacing and pothole repairs to prevent freshly applied asphalt from raveling due to vehicular traffic. This product also helps pavement repairs last the expected life cycle. PHPM-50 is easily applied by spray-on methods and requires no heating.

State purchasing laws, Government Code, Chapter 271.102 authorize local governments to enter into joint contacts 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 the City of Arlington whereby the City could make use of all of that entities agreement(s). This communication is to notify the Council that staff would like to make use of this particular agreement and enter into an annual contract with Professional Coating Technologies for PHPM-50 to purchase for the initial twelve (12) month term and any/all of the number of renewal options optional one-year renewals as executed by Entity. The estimated annual expenditure will be \$30,000.00.

PROCUREMENT DETAILS:

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

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	251210-63030 Streets, Roads, Highway Maintenance Fund
		Public Works Street Maintenance	

ATTACHMENTS / SUPPORTING DOCUMENTS:

1- Bid Summary



Contract Award Letter

August 3, 2022

Aaron Bland
1001 Mt. Lebanon
Cedar Hill, TX 75104

(863) 816-3402 (p)
aaron.bland@pctworldwide.com

The City of Arlington is pleased to award the contract referenced below to your company.

Award of Bid: 22-0174 Annual Requirements Contract for PHPM50 for Potholes

Insurance Certificate: Please forward evidence of required insurance on an original ACORD FORM 25. The certificate shall reference the bid number 22-0174. The form must list the City of Arlington as additional insured and indicate a waiver of subrogation with regard to worker's compensation coverage.

Term: August 1, 2022 through July 30, 2023

Submitting Invoice:

- **Email Invoices to:** AccountsPayable@Arlingtontx.gov

Mail Invoices to:

City of Arlington
Attention: Accounts Payable, MS 63-0840
PO Box 90231
Arlington, Texas 76004

• **Invoice must include:**

- Current PO #
- Short Division code
- Full name of City employee making order:
- Correct pricing and Unit of Measure
- Supplier's name & phone number
- Supplier's payment remit to address

Payments inquiries or Invoice questions can be directed to 877-629-6295. Payments will be processed in accordance with the Texas Prompt Payment Law. Failure to submit a correct invoice will delay payment.

Sr. Purchasing Agent:

Ashley Thongrivong
817-459-6316
Ashley.Thongrivong@arlingtontx.gov

Contract Administrator:

Keith E. Brooks
817-459-5435
Keith.Brooks@arlingtontx.gov

Please acknowledge receipt of this letter on the space provided below and return the letter to the Purchasing Agent listed herein via email or U.S. mail to the address listed below.

Aaron Bland
Print Authorized Contracting Officer's Name

Aaron Bland
Signature of Authorized Contracting Officer

8-4-22
Date

National Sales Director
Title

City of Arlington Purchasing Division · 101 South Mesquite Street, Suite 800 · Arlington, TX 76010



Staff Report

Annual Requirements Contract for PHPM-50 for Potholes, Project 22-0174

City Council Meeting Date: 08-02-2022 | Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute an annual requirements contract for the purchase of PHPM-50 liquid asphalt emulsion with Professional Coating Technologies Inc., of Cedar Hill Texas, in the estimated amount of \$50,400.

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

PHPM-50 is a thin bituminous liquid asphalt emulsion used to bond new asphalt to existing pavement. Liquid asphalt emulsion is a critical component for asphalt resurfacing and pothole repairs to prevent fresh applied asphalt from raveling due to vehicular traffic. This product also helps pavement repairs last the expected life cycle. PHPM-50 is easily applied by spray on methods and requires no heating.

Bid closed:	July 7, 2022, 2:00 p.m.
Vendors notified through Ionwave:	350
MWBE Vendors notified through IonWave:	101
Bids received:	1
MWBE Bids received:	N/A
MWBE:	No
Current term:	Initial term (August 1, 2022 – July 31, 2023)
Procurement Method:	Lowest Responsive, Responsible Bidder

VENDOR	MWBE	CLASSIFICATIONS	TOTAL
Professional Coating Technologies Inc.	No	N/A	\$50,400

FINANCIAL IMPACT

Professional Coating Technologies Inc. returned the lowest responsive bid in the estimated amount of \$50,400. The contract term is for one year and will be reviewed annually to determine subsequent renewal terms. The projected financial impact for this contract term is as follows:

<u>FY2022</u>	<u>FY 2023</u>	<u>FY 2024</u>
\$16,800	\$33,600	\$0

Funds are budgeted in Account No. CC720101 SCO614 and subject to FY2023 budget approval.

ADDITIONAL INFORMATION

Attached:	None
Under separate cover:	None
Available in the Purchasing Division:	Bid file
Form 1295:	Yes

STAFF CONTACT(S)

Keith Brooks, P.E. CFM
Director of Public Works
817-459-6579
Keith.Brooks@arlingtontx.gov

Ashley Thongrivong
Purchasing Agent
817-459-6216
Ashley.Thongrivong@arlingtontx.gov

Kathleen Depweg
Interim Director of Finance
817-459-6202
Kathleen.Depweg@arlingtontx.gov

City of Arlington Bid Summary

Bid Information

Bid Creator Ashley Thongrivong Purchasing Agent
 Email ashley.thongrivong@arlingtontx.gov
 Phone
 Fax

Bid Number 22-0174
 Title Annual Requirements Contract for
 PHPM50 for Potholes
 Bid Type ITB
 Issue Date 6/8/2022 02:27 PM (CT)
 Close Date 7/7/2022 02:00:00 PM (CT)

Contact Information

Address 101 S. Mesquite St
 Suite 800
 Arlington, TX 76010

Contact Ashley Thongrivong Purchasing Agent
 Department Finance Department
 Building City Tower
 Floor/Room Business Office
 Telephone (817) 459-6301
 Fax
 Email Ashley.Thongrivong@arlingtontx.gov

Ship to Information

Address 101 S. Mesquite St
 Suite 800
 Arlington, TX 76010

Contact
 Department Finance Department
 Building City Tower
 Floor/Room Business Office
 Telephone
 Fax
 Email

Invited Suppliers

Supplier Name	Contact Name	City, State	Invitation Email	Invite Type
12Twelve Road and Bridge LLC	Corrado C Castiglione	Kilgore, TX	twelve12roadandbridge@yahoo.com	Auto
3 Gen Construction, LLC	Colton Blount	Bossier City, LA	crieger002@gmail.com	Auto
308 Construction	Troy Brainard	Argyle, TX	main@308gc.com	Auto
360Suppliers	Jimmy Gaston	Dallas, TX	sale@360suppliers.com	Auto
360TXC, LLC	Tony Lester	Austin, TX, TX		Auto
Acerts Inc	Maiyer Kahn	Dallas, TX		Auto
Active Staffing	Robert Trace	Arlington, TX		Auto
Add-On Construction Inc. (Gaylord L. Johnson)		Cedar Hill, TX		Auto
Advanced Construction (Urbanovsky Advanced Construction)	Rick urbanovsky	CLEBURNE, TX	rick@myadvancedconstruction.com	Auto
AECOM Technical Services, Inc.		Fort Worth, TX	matthew.abbe@aecom.com; staron.foucher@aecom.com jbecerra@jbspressurewash.com	Auto
AESTHETIC OUTDOOR LIVING INC.	Jesse Luna	Fort Worth, TX		Auto
AET Environmental Inc.	Eric Marquesen	Denver, CO		Auto
Aim Paving & Construction	Drew White	Arlington, TX	dwhite@aimconstruction.net	Auto
AJL Project Services Inc.	John Laditan	Dallas, TX	Michaelj@ajlprojectsinc.org	Auto
Akileum Investment Group LLC	Jeremy Black	Haslet, TX	jeremy@akileuminvestments.com	Auto
ALEKSANDER OMEGA LLC		Cedar Hill, TX	estimating.ao@gmail.com	Auto
Alliance Services	Juan Voyles	mansfield, TX	shootingstaralliance@gmail.com	Auto
Allstar services group, LLC	Anita Wells	Arlington, TX	office@allstarservicesgroupplc.com	Auto
Alltech Engineering Corp		Arlington, TX	jbixby@alltechengineering.com	Auto
Allworld Project Management	Michael Hooks, Jr.	Memphis, TN	procurement@allworldmail.com	Auto
Altura Engineering and Design, LLC	Steven Contreras	Amarillo, TX	steven.contreras@alturaengineering.com	Auto
Aluma-Luxe Corporation		Dallas, TX	mctruse@sbcglobal.net	Auto
Amco Pump Manufacturing, Inc	Milind Upadhyay	Houston, TX		Auto
AMERICAN RESTORATION LLC		WYLIE, TX	brodie@aricorp.net	Auto
Ameristar Perimeter Security USA, Inc	Matt Bean	Tulsa, OK	region4fax@ameristarfence.com	Auto
Anderson Asphalt and Concrete Paving, LLC	Cory Henneberg	Dallas, TX	coryh@aacpaving.com	Auto
Anderson Fencing And Custom Welding	Stephanie Anderson	Terrell, TX	andersonsg123@outlook.com	Auto
Andrews Building Service	Peter Kim	Dallas, TX	andrewsbldingservice@gmail.com	Auto
Apple Pavement Services LLC	Corey Bounds	Dallas, TX	corey@applepavementservices.com	Auto
AquaGreen Global, LLC	Kim Esber	DALLAS, TX		Auto
ARCO CONTRACTOR SUPPLY CO	Scott Davis	FT WORTH, TX	scott@arconow.com	Auto
Assurance Service (Blended Events)	Michael Coble	Grand Prairie, TX	info@assuranceservice.net	Auto
Ataram	Majid Salem	Dallas, TX	m.salem@ataramoil.com	Auto
Auctions by Allstar	Anita Wells	Fort Worth, TX		Auto
Austin Asphalt, Inc.	Steve Waczak	Irving, TX	swaczak@austin-ind.com	Auto
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Axis Construction, LP	Joe Swinnea	Fort Worth, TX	joeswinnea@hotmail.com	Auto
B2Z Engineering, LLC		Austin, TX	linda@b2zeng.com	Auto
Baker Golf Aids	Larry Baker	Arlington, TX	pingrock@tx.rr.com	Auto

Barricades Unlimited (West Texas Barricades, LLC)	Frank Miller	Krugerville, TX	fmiller@barricadesunlimited.com	Auto
Bass and Hays Foundry		Grand Prairie, TX	ericinocencio@basshays.com	Auto
BCAC Underground	ben Goodall	Fort Worth, TX	ben@bcacunderground.com	Auto
Beebe Construction Inc	Lori Drake	Georgetown, TX		Auto
BellAir Heating & AC (BellAir Heating & Cooling Corporation)	Chris Bell	Crandall, TX	bellairhvac@gmail.com	Auto
Best Way Safety & Chemical Products (Best Way Inc.)	Melissa Adams	Golden, MS	sales@bwsafety-chemical.com	Auto
Big D Concrete		Dallas, TX	john_ross@bigdconcrete.com	Auto
Binswanger Glass #95 (Binswanger Hodling Corporation)	George Castro	Arlington, TX	gcastro@binswangerglass.com	Auto
Bob's Distributing INC.	Doug Fike	Grand Prairie, TX	sales@bobsdist.com	Auto
Bohden Contracting Group	Morgan Kaemmerling	Plano, TX		Auto
Brabant Linen LLC	Darrin La Grone	Gretna, NE	lagrond1@brabantlinen.com	Auto
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Britton Meter Supply , INC.	Clayton	Red oak, TX	brittonmetersupply@att.net	Auto
By Truck Inc	Jeff Scott Jr	Arlington, TX	jeffssjr@gmail.com	Auto
Captain Construction Co., LLC	Bobby Captain	Mansfield, TX		Auto
CARR Services LLC	Cynthia A. Rodriguez	Fort Worth, TX	bids@carrservices.online	Auto
Caststone Solutions Company	Patrick Delgado	Arlington, TX		Auto
Century Fire Protection Holdings, LLC	James Fluker	Fort Worth, TX		Auto
CGC Enterprises LLC (Select Transportation)	Corey Shepard	Arlington, TX	cshepard@pickselect.net	Auto
Champion Asphalt Tack Supply, LLC	Brenna Flynn	Fort Worth, TX	cats.brenna@yahoo.com	Auto
Chemtek, Inc.		Morrisville, NC	bruce.avery@chemtek.us	Auto
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			john@altaconstruction.com;	
			dcoven@altaconstruction.com	
City of A		Arlington, TX		Auto
City of Arlington		Arlington, TX		Auto
City of Garland IA		Garland, TX		Auto
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Classical Concepts Construction, LLC.	Mario Villacres	Keller, TX	cccllctx@gmail.com	Auto
CMA (C.M. Architecture)	Mikaila Munoz	Dallas, TX		Auto
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Concept Facility Services LLC dba 1-800-Plumber of Dallas Southwest (Clifford R Freeney)	Clifford R Freeney	Duncanville, TX		Auto
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Construction Journal	Pamela Exton	Stuart, FL		Auto
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CTJ Maintenance, Inc.		Irving, TX	ctjmaint1@gmail.com	Auto
Curtis & Cartwright Transport Services. LLC	Terrence Curtis Sr	arlington, TX	Cartwrightsr@gmail.com	Auto
Cushman & Wakefield (Cushman & Wakefield of Texas, Inc.)	Michael Thomas	Dallas, TX	michaelred2013@gmail.com	Auto
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D.E.V.A. SERVICE'S DAC Inc. (Digital Air Control) DalCon CMS, LLC. Dash Solutions LLC DD Commercial Landscape Management (Watts Ellison LLC) DDT FIRE SOLUTIONS Deltek DFW Holiday Lights (Melissa Lawson) DFW MATERIALS LP	DANIELLE M TUCKER Michael Gonzales Chinmayee Panvelkar Dave Myers Nicole Lazard Steven Briva Melissa Lawson David Sanders	Watauga, TX ARLINGTON, TX Carrollton, TX desoto, TX DALLAS, TX Desoto, TX Herndon, VA ARLINGTON, TX Saginaw, TX	SERVICESDEVA@GMAIL.COM mgonzales@dac-inc.com dalconcms@gmail.com dashsolutionsllc@gmail.com dave@ddmowing.com ddtfiresolutions@gmail.com sourcemanagement@deltek.com melissalawson1@gmail.com kbergmann@dfwmaterials.com; chrisloy@dfwmaterials.com FREDOBIRI@GMAIL.COM	Auto Auto Auto Auto Auto Auto Auto Auto Auto
DFW STRUCTURED LEASING diamond maintenance Digitalight Systems DI-PECH INTERNATIONAL LLC dlb Consultants (D Bivens Consuting LLC)	Jose Gutierrez Dewey Gosselin Oladimeji Oladele dlb Consultants	ARLINGTON, TX Haslet, TX Stuart, FL CEDAR HILL, TX Arlington, TX	deji@yahoo.com demetria@consultantsdlb.com; ahausenfluke@consultantsdlb.com; shawkins@consultantsdlb.com	Auto Auto Auto Auto Auto
Dodge Data & Analytics Duran Industries Inc Durham Contractors LLC Dynamic Earth DYNAMIC FABRICATION SOLUTIONS (WIESE) Edwards Construction Management Group Elite Asphalt LLC	Kara May David Durham Evan Wammack JUSTIN WIESE Sharlet Saulters	New York, NY RICHARDSON, TX Arlington, TX Allen, TX LORENA, TX Dallas, TX Fort Worth, TX	durhamcontractors@gmail.com ewammack@dynamic-earth.com JUSTIN@DYNAMIC-FS.COM sharlet@eliteasphalt.net; eliteasphalt1@gmail.com; james@eliteasphalt.net; reggie@eliteasphalt.net elite_svcs@yahoo.com	Auto Auto Auto Auto Auto Auto Auto
Elite Services Company (JDH & Associates, LLC) ERMC Avation, LLC EvoTran, LLC (Gerald Louis Harris) Ewing Irrigation (Ewing Irrigation Products Inc.) Falcon Construction Services (Falcon Commercial LTD.) FAST SIGNS FERGUSON WATERWORKS (FERGUSON ENTERPRISE)	Michelle Taylor Rod Rainey Gerald Louis Harris Jeffrey King MARK STOLLER RHONDA RHODES	Cedar Hill, TX Chattanooga, TN Terrell, TX Duncanville, TX Fort Worth, TX DALLAS, TX EULESS, TX	rod.rainey@ermc2.com jeffrey@FalconConSvc.com m.stoller@fastsigns.com RHONDA.RHODES@FERGUSON.COM; david.williams@ferguson.com alan@2kbuild.com	Auto Auto Auto Auto Auto Auto Auto
Ferrell Parker Development Group Fielder's Choice Inc Filter Systems (Glasfloss Industries, LP) Filtration Plus Incorporated Fireblast Global Firemans Paving Contractors (Firemans Safety and Supplies LLC) Five Star Electric (Five Star Electric Motors, Inc.) Flynn BEC LP Flysoft Inc Four Seasons Equipment FSI (Flagpoles, Signs & Interiors) (S&L Keithley Enterprises, Inc) G Force Parking Lot Striping of Fort Worth Gardner Construction (Home Providers Limited) Gator Construction & Landscape Group LLC Gemseal (Gem Asset Acquisition, LLC) Genesis Earth Solution Gentry Carpentry Construction LLC	Alan Banks Tom Worthen Kyle Northcutt Amie Brink Jessica Kuehl Rosa I. Espinoza Selena Cruz Walter Schultz Brad Harville Gilberto Cruz Jordan Latham Young Tewksbury Mark Gentry	Carrollton, TX HOUSTON, TX Dallas, TX Garland, TX Corona, CA Fort Worth, TX San Antonio, TX Euless, TX Jamesburg, NJ Dallas, TX Arlington, TX MANSFIELD, TX Royse, TX Palmer, TX Dallas, TX Fort Worth, TX Everman, TX	knorthcutt@filterstm.com amie@cleanairmatters.com jkuehl@fireblast.com sales@firemanspaving.com FsiJKeithley@sbcglobal.net jeff@gogforce.com brad@gardner-construction.com gilbertojr@gclg-llc.com young@genesisearthsolutions.com GCCinfo@gentrycarpentryconstruction.com	Auto Auto Auto Auto Auto Auto Auto Auto Auto Auto Auto Auto Auto Auto Auto Auto Auto

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Green Dream international Grey Construction (Greycon Inc) Hammons Construction, Inc.	Victor Vincent Greg Sakwa Daniel Hammons	Erie, PA Arlington, TX Joshua, TX	support@gdicompany.com admin@grey-construction.com dan.hammons@hammonstechnology.com	Auto Auto Auto
Happy Camper Construction LLC		Arlington, TX	happycamperconstruction@gmail.com anthony.tijerina@WHITECAP.COM	Auto
HD SUPPLY WHITECAP (WHITE CAP, L.P.) HEELS OF STEEL CONSTRUCTION, LLC Hellas Construction, Inc. Henzco Holdings Heritage Insurance Brokerage herring electric , inc Hertz electric llc Hilti, Inc. HJ Russell and Company HUTCHERSON CONSTRUCTION, INC	ANTHONY TIJERINA CHIMERE CRUMP Jeana Sanchez Heather Jefferson Jerry Herring Government Specialist Damian Lee J. HUTCHERSON	norcross, GA Dallas, TX Austin, TX Dallas, TX Arlington, TX Grand Prairie, TX Rowlett, TX Plano, TX Dallas, TX ARLINGTON, TX	Heelsofsteel24@gmail.com leads@hellasconstruction.com h@henzco.com Heather@HeritageInsuranceTX.com herringelectric@yahoo.com government@hilti.com cv@hci-tx.com; rh@hutchersonconstruction.com	Auto Auto Auto Auto Auto Auto Auto Auto Auto
HVJ North Texas - Chelliah Consultants, Inc. HWC Systems (H&W Cleaning Systems Inc) Hydroclean Sanitation IDM Products, LLC Imagine Unlimited LLC IMC Management Services Inc. IMPACT FIRE SERVICES Imperial Construction	Kyle Rebector Christopher Luna Kevin Meals Gerald Grimes Jim Michael Carly Baldwin Mark Tucker	Dallas, TX Richardson, TX Arlington, TX Dallas, TX Arlington, TX haltom city, TX ARLINGTON, TX Weatherford, TX	cluna@hwcsystems.com kevinmeals@gmail.com sales@idmproducts.com tomhayden@igoimagine.com jwm@imcservice.com estimating@imperial-construction.com	Auto Auto Auto Auto Auto Auto Auto
J Franklin Consulting Service LLC JAB G Construction & Engineer (Thomas 11 Development LLC) Jabo's Ace Hardware (BRJ Enterprises, LLC) Jahmor Janitorial Service J-BJ Management (J-BJ Marketing LLC) JimCo Logistic Services Jones Carter (Cotton Surveying Company; Charlie Kalkomey Surveying; Terra Firma Surveying; Jones Carter)	Jabber Thomas Don Ritter Derrick Smith Sherelyn Roberts Jimmy Cooper	Manassas Paek, VA dallas, TX KELLER, TX Desoto, TX Dallas, TX fort worth, TX Grapevine, TX	Jabgconstruction@engineer.com don@jabosace.com dsmith@jahmorenterprise.com sherelyn@jbj-management.com jimbojones1341@gmail.com swatson@jonescarter.com; jgiles@jonescarter.com; mholiday@jonescarter.com; mbayan@jonescarter.com	Auto Auto Auto Auto Auto Auto Auto
Kaitlin Kent Enterprises, Inc. KANKO (Floyd's Chores & Odd Jobs) KEE Concrete & Construction, Inc. Keen Painting and Renovations Inc Kemco Inc Specialty Contractors Kennedy Construction Company Kiefer USA (Kiefer Specialty Flooring, Inc.) Kiewit Building Group, Inc. KLP Commercial (Construction Supply) (KLP Commercial, LLC)	Isaiah Lincoln Michael Henthorn Mike Kemna Ronnie Kennedy Jennifer Homan Michael Walczyk Nathali Parker	Fort Worth, TX Dallas, TX Fort Worth, TX Arlington, TX Dallas, TX Grandview, TX Lindenhurst, IL Fort Worth, TX Ft Worth, TX	isaiah@kkeinc.net kankobidops@gmail.com KE@DesignConstructByKEE.com michael.keenpr@gmail.com MIKE@KEMCOINC.COM ronnie@kccenviro.com jennifer@kieferusa.com michael.walczyk@kiewit.com np@klpcommercial.com	Auto Auto Auto Auto Auto Auto Auto Auto Auto

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Mart, Inc.	Vernon Proctor	Irving, TX	projects@martgc.com	Auto
Martin Marietta (Martin Marietta Materials, Inc.)	Cecilia Slayton	Dallas, TX	Cecilia.Slayton@martinmarietta.com	Auto
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Newhouse Inc dba Newhouse Constuction Services	Tony Newhouse	Arlington, TX	tony@newhouseconstruction.net	Auto
Northern Safety & Industrial (Northern Safety Company, Inc.)	Jeff McAdoo	Utica, NY		Auto
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OB TRAFFIC (BMC Consolidated)	Chris Arredondo	Houston, TX	sales@trafficob.com	Auto
Olmsted Kirk paper company	Robert Olmsted	Dallas, TX		Auto
One Design Construction and Consultants	John Chiles	Dallas, TX		Auto
Onyx Paving & Utility, LLC.	Darryl Benson	Mesquite, TX		Auto
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OSP Telecom Professionals LLC	Josephine Marez	Mesquite, TX	josephinemarez@osptelpro.com	Auto
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Packard Building Services (Keenan Packard)	Amber Packard	GRAND PRAIRIE, TX	amber@packardservice.com	Auto
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RS Hughes	Kristina Larsen-Love	DFW Airport, TX		Auto
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Scholar charter	Angel Murray	Fort Worth, TX		Auto
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Shield Construction Services (SCS Companies LLC)	Zach Linden	Dallas, TX		Auto
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Stringer & Co.	Michael Stringer	Pantego, TX		Auto
Stripe Right (Schuring Enterprises LLC)	Tucker Schuring	Rhome, TX		Auto
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The Ashley Group, LLC dba Ashley Concrete	Ashley Altum	Grapevine, TX	ashley@ashleyconcrete.com	Auto
The Blue Book (Contractors Register, Inc.)	Megan Locascio	Jefferson Valley, NY		Auto
The Colonna Group LLC	Rafael Herrera	Houston, TX	rafael@thecolonnagroup.com	Auto
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Titan QPS (Titan Quality Power Services, LLC)		Burleson, TX		Auto
TK Elevator	David Johnston	Carol Stream, IL	david.johnston@tkelevator.com	Auto
Tomboy Distribution, LLC	Kimberly Maples	Arlington, TX	Tomboy@tomboysupply.com	Auto
Toretto Trucking LLC		Arlington, TX	quotes@torettotrucking.com	Auto
Trans-Environmental Services, Inc	Judy Martinez	Dallas, TX	jmartinez@trans-environmental.com	Auto
TraStar, Inc.	Melanie Bingham	Richardson, TX	melanieb@trastarusa.com	Auto
Tri-North Builders	Ebony Porter	Fort Worth, TX	eporter@tri-north.com	Auto
TRITON METAL WORKS		ROBINSON, TX	justin@dynamic-fs.com	Auto
TSI Laboratories Inc.		Weatherford, TX	tomp@tsilabstx.com	Auto
Turf Materials (Turf Aggregates LLC)	Doug Meador	Flower Mound, TX	info@turfmaterials.com	Auto
Tusa's PLumbing LLC (TUSA)	Robin Tusa	Eules, TX	tusaplumbing@yahoo.com	Auto
Udelhoven System Oilfield Services, Inc.	Justin Littlefield	Anchorage, AK	jlittlefield@udelhoven.com	Auto
Ultimate Tool and Safety	Trayce Moore	White Settlement, TX		Auto
UMC Product Solutions	Thomas Gentry	Joshua, TX	thomas@umcenergy.com	Auto
United Construction (Dmd Elite LLC)	Jorge Diaz	Royse City, TX		Auto
United Rentals (North America), Inc.		Stamford, CT	Govrents@ur.com	Auto
Valcorp Enterprises, LLC	Jason Petras	Mansfield, TX	jason@valcorpenterprises.com	Auto
Viking Reinforcing, Inc.	Brooke Redwine	Granbury, TX	brooke@vikingreinforcing.org	Auto
VILLATORO CONSTRUCTION LLC	Miguel Villatoro	Wylie, TX	villatorooffice@gmail.com	Auto
Virtual Builders Exchange	Karen Sesters	San Antonio, TX	jeannette@virtualbx.com	Auto
Wagners CFT	Jonathan Hansen	Tampa, FL	jon.hansen@wagnersCFT.com	Auto
Wesson Construction Services, LLC.	Roylins D Wesson	Grand Prairie, TX	rwesson@wessoncs.com	Auto
West Ridge Services	Jay Khalil	Arlington, TX	jay@westridgeservices.com	Auto
West Texas Chapter AGC Planroom		Wichita Falls, TX	wichitafalls@wtagc.org	Auto
WHITMORE CONSTRUCTION LLC	CLARENCE THOMAS	Cedar Hill, TX		Auto
			CTHOMAS@WHITMORECONSTRUCTION.NET	Auto
Williams and Frost Specialty Group, LLC	Chase Turner	allen, TX		Auto
WinTex Mechanical		Duncanville, TX	wjackson@1wintex.com	Auto
Wisdom Property Inspections		Cedar Hill, TX		Auto
			wisdompropertyinspections@gmail.com	Auto
WnR Inc.	KIMBERLY Jayne May	McKinney, TX	kimberlymay@wnrinc.net	Auto
Xkava Inc	jose zapata	Kennedale, TX	louie@xkavainc.com	Auto
Xylo HQ LLC		Dallas, TX		Auto
YSC Solution LLC		Arlington, TX	vherrera@yscsolution.com	Auto
Zimmerer Kubota & Equipment, Inc.	Steven Lee	Fort Worth, TX	stevell@zmail.com	Auto

External Invitations

Bid Notes

The intent of this solicitation is to establish an annual requirements contract for PHPM-50 for pothole repair. All material will be purchased on an as needed basis.

The City of Arlington exclusively uses IonWave for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. The City of Arlington accepts no responsibility for the receipt and/or notification of solicitations through any other means.

The City of Arlington strongly encourages bidders to submit their response to this bid electronically. If submitting a paper bid, it must be submitted in a sealed envelope or package and labeled with the company name, solicitation number and title. Late bids will not be accepted.

Bid Activities

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

#	Filename	Description
Header	Bid Tabulation Copy.xlsx	Bid tab
Header	SOW 22-0174.docx	22-0174 Scope of Work
Header	GFE Checklist Fillable.pdf	Good Faith Effort (GFE) Checklist. Review the MWBE Special Contract Provisions document for information about this form.
Header	LETTER OF INTENT TO SUBCONTRACT fillable.pdf	Letter of Intent form. Review the MWBE Special Contract Provisions document for information about this form.
Header	MWBE UTILIZATION PLAN Fillable.pdf	Utilization plan. Review the MWBE Special Contract Provisions document for information about this form.

Bid Attachments Requested

The following attachments are requested with this opportunity

#	Required	Specified Attachment
1	YES	W9 Form : Please upload W-9 (Oct 2018 Rev.) as a Response Attachment. Title as "W9"
2	YES	Insurance ACORD Form : Please provide Insurance ACORD form as a response attachment. Insurance must be valid and not expired. Title as "COI"
3	NO	MWBE Certification : If certified MWBE, please submit a copy of your certification.
4	YES	MWBE Subcontracting Form : Download MWBE form from attachments and include a completed form with response attachments.

Bid Attributes

#	Name	Note	Response
1	Contact Name		Required
2	Contact Phone		Required
3	Tax ID:		Required
4	Contact Email:		Required
5	Ditgital Signature	<p>The undersigned agrees if the bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this proposal shall be 90 calendar days unless stated otherwise herein.</p> <p>The undersigned agrees they are authorized to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Bid/Proposal and all other items made a part of the accepted contract.</p> <p>By entering your name in the field provided, you signify that you are accepting the terms and conditions of this quote and your typed name will serve as your electronic digital signature. You also certify that if a Texas address is listed, you qualify as a Texas resident bidder as defined in Rule 1 TAC 111.2.</p> <p>Valid Responses: I have read and agree</p>	Required
6	MWBE	<p>Minority and/or Woman Owned Business Enterprises are encouraged to participate in Arlington's procurement process. In order to be identified as a Qualified Minority and/or Woman Owned Business Enterprise in the City of Arlington, please state your classification:</p> <p>Valid Responses: [Please Select], American Indian, Asian, Black, Hispanic, Woman Owned Business, N/A - Not Applicable</p>	Required

7 MWBE Policy Statement

On March 30, 2021, the Arlington City Council approved the resolution to adopt the City's Minority/Woman Business Enterprise (MWBE) Policy Procedures Manual. This MWBE Policy seeks to reduce race and gender-based barriers and foster participation with minority and woman-owned businesses in contracting and procurement opportunities with the City of Arlington by increasing the capacities of such firms to perform as prime vendors and subcontractors as well as suppliers.

Required

The City of Arlington reaffirms that it will not, nor will its contractors, discriminate based on race, age, color, religion, sex, national origin, ancestry, gender, disability, or place of birth in the award and performance of contracts.

Every locally funded contract will be evaluated by the City of Arlington's Office of Business Diversity (OBD) to determine the appropriate method for enhancing MWBE participation, including progress towards the achievement of the annual aspirational MWBE goal and other program objectives.

Procedures for implementation, including good faith efforts requirements, information submitted with bid proposals, reporting procedures, etc., shall be consistent with the procedures utilized in the City's MWBE Policy Procedures Manual.

MWBE PROJECT GOAL

The City's MWBE aspirational goal, for this project is 30 %.

Trades identified for this solicitation includes: The contractor's MWBE commitment percentage is based on the total value of the contract including any change orders and modifications throughout the contract agreement. The criteria used to set a MWBE Contract Specific Goal shall include business availability, the nature of the contract, the City's past experiences with MWBE participation in similar contracts, price competitiveness, subcontracting opportunities, progress towards meeting the annual goal and other relevant factors.

For information about the City's Local MWBE Policy, we have included a link to access the document (<http://www.arlington-tx.gov/finance/purchasing/bidding-procurement/>).
Valid Responses: I understand and agree

8 MWBE Submittal of Required Documentation

SUBMITTAL OF REQUIRED DOCUMENTATION

Required

The following documents must be received by the assigned City Project Manager or Department Designee within the allocated times shown in order for the bid or proposal to be considered responsive to the specification. The Offeror shall DELIVER OR EMAIL the MWBE documentation to the assigned City Project Manager or Department Designee; a faxed copy will not be accepted.

Utilization Plan

Received on bid opening date and time. Faith Effort Form and supporting documentation (if participation is less than stated goal)

Received no later than 2:00 pm CST, two (2) City business day after the bid opening or proposal due date. Please send your GFE form to agent of record. to Perform as a Subcontractor

Received no later than 2:00 pm, two (2) City business day after the bid opening date with MWBE Utilization Plan.

Failure to submit the required MWBE documentation, based on the listed time and date, will result in the bid or proposal to be considered non-responsive. Valid Responses: I understand and Agree

9 Certification and Post Award Compliance

MWBE CERTIFICATIONS

Required

The City will recognize MWBE companies that have received one or more certifications from the following organizations: North Central Texas Regional Certification Agency (NCTRCA), State of Texas Historically Underutilized Business (HUB), Texas Department of Transportation (TxDOT), DFW Minority Supplier Development Council (MSDC), and Woman's Business Council Southwest.

The City reserves the right to review, accept, or reject any certification from agencies not listed.

POST AWARD COMPLIANCE

If change orders, amendments, or any Contract modifications are issued, the contractor has a contractual commitment to meet and/or exceed their MWBE utilization goal. Contractor is obligated to immediately notify OBD, in writing, of any agreed increase or decrease in the scope of work that will impact the MWBE participation on the contract.

The Contractor cannot terminate, substitute, or change the terms of the MWBE Utilization Plan prior to or after Contract award without the prior written consent of the OBD. If the Contractor is unable to meet its MWBE commitment with existing MWBEs, the Contractor shall satisfy its commitment, as it relates to scope of work changes, modifications, and or amendments, by soliciting new MWBEs, must submit a Request for Approval of Change to MWBE Utilization Plan for review and written

approval from the OBD.

All payments must be submitted to our supplier diversity portal BG2Now:
<https://arlingtonx.diversitycompliance.com/>
 Valid Responses: I understand and Agree

- | | | | |
|----|-------------------------|---|----------|
| 10 | Certification Status | <p>If you are an MWBE, which certification agency do you go through?
 Valid Responses: [Please Select], NCTRCA, HUB, DFW MSDC, WBC-SW, TxDot, DBE, SBA, 8(A) Program</p> | Optional |
| 11 | W-9 Form | <p>Bidder shall include IRS Form W-9 (October 2018 revision) with their bid submission. This may be done electronically by clicking on the "Response Attachments" tab and clicking on upload.</p> <p>Bidder here acknowledges that a copy of their company's W-9 Form has been included with this submission.
 Valid Responses: I have read and agree</p> | Required |
| 12 | Addendum Acknowledgment | <p>I acknowledge the receipt of all addendums issued with this solicitation. It is the responsibility of the vendor to ensure that they have received addendums if issued.</p> <p>Call or email Agent of Record prior to submitting your bid to ensure that you have received addendums.
 Valid Responses: I have read and agree</p> | Required |

INSTRUCTION TO BIDDERS:

Required

BID DOCUMENTS:

The City of Arlington's IonWave Procurement Portal is the only authorized source for obtaining accurate Bid forms. All addenda and notices related to this procurement will be posted by the City in IonWave.

The City encourages all bids be submitted electronically through the City's IonWave Procurement Portal. If submitting a paper bid, it must be submitted in a sealed envelope or package and labeled with the company name, solicitation number and title.

In either case, bids must be received prior to the due date and time. It is the sole responsibility of the Bidder to ensure timely delivery of the Bid by means chosen by Bidder. The time stamp clock in the Finance Department and in the IonWave system is the official time of record. Late bids will not be accepted.

To receive consideration, the Bid must be submitted on the Bid forms as provided by the City. This Sealed Bid must be completely filled out.

Any addenda or other modification to the Bid documents will be issued by the City prior to the date and time of Bid closing. Such addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda and submit with their bid.

The City is not responsible for any solicitations advertised by subscriptions, publications; websites (other than the City's) or other sources not connected with the City and the Bidder should not rely on such sources for information regarding any solicitation made by the City of Arlington.

In the event this Bid is obtained through any means other than City's IonWave Procurement Portal, the City will not be responsible for the completeness, accuracy, or timeliness of the final Bid documents received from those other sources. Bid forms obtained from any other source may be incomplete and Bidders risk not receiving necessary addenda, or other required documents causing bid to be considered non-responsive and eliminating the Bid from award.

PREPARATION OF BID:

Bidders are expected to carefully examine all documents that make up this bid, including all addenda, attachments, and exhibits to thoroughly familiarize themselves with all requirements prior to submitting a bid. Upon examination of the solicitation and discovery of any discrepancies, inconsistencies, errors, or ambiguities in, or omissions from the solicitation documents, or should the bidder be in doubt of any meanings, the bidder shall promptly notify the Purchasing Agent of Record.

Bid Preparation Costs: All costs associated with the preparation of response for this bid or any other City solicitation shall be borne by the bidder, and not the City.

MINIMUM STANDARDS:

Specifications listed herein describe the expected minimum standards. If any exceptions are taken by the Bidder, the Bidder is responsible for indicating each

deviation from the specifications, including an explanation, justification, or applicable literature for the deviation, and initialed by representative taking exception(s). Any and all exception must be submitted at time of bid submittal. The City reserves the sole right to accept or reject, in whole or part, any proposed exceptions. The absence of any indications will be interpreted as Bidder's complete compliance with the entire specification.

EXPLANATION OF BID LANGUAGE:

It is the intent and purpose of the City of Arlington that this solicitation promotes competitive bidding. It shall be the Bidder's responsibility to advise the Purchasing Agent of Record, at the email listed on the cover page of this solicitation, if any language, requirements, or combination thereof, inadvertently restricts or limits the requirements stated in this Bid to a single source. Interpretations, corrections, or changes to the bid made in any other manner are not binding upon the City, and bidders shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the contract are not binding. The City expressly reserves the right to: Specify approximate quantities in the bid
Extend the bid opening date and time
Add additional terms or modify existing terms in the bid

ADDENDA: Any interpretations, clarifications, and changes made will be issued by the Purchasing Division. Oral answers received by any member of the Purchasing Division or requesting Department will not be authoritative, and the City will not entertain any protest based on a verbal instruction. It is the bidder's responsibility to obtain, review and acknowledge any and all addenda. Receipt of Addenda must be acknowledged within the bid attributes. Addenda are available through the City's IonWave Procurement Portal. It is the responsibility of the Bidder to ascertain if any addenda have been issued, to obtain such addenda, and to return executed addenda with their bid. The City will not consider any request to re-open a bid as a result of failure by Bidder to secure addenda in accordance with this bid. Failure to return any and all issued addenda may adversely affect the bidder's opportunity for award.

BID COMPLIANCE: All items contained in the bid must be in total compliance with the specifications in this solicitation. Each Bidder must furnish the information required by the solicitation on the documents provided. Bids submitted on any other form(s) may be considered non-responsive. Any attempt to alter the wording in the bid may result in rejection of the bid. Bids may not include exempted taxes such as City, State, and most Federal taxes. The successful bidder should request a Tax Exemption Certificate from the Purchasing Division as needed. Under no circumstances shall the City be liable to pay taxes for which the City has an exemption. Conflict of Interest: All Bidders must disclose, with the bid, the name of any officer, director, or agent who is also an officer or employee of the City of Arlington. Furthermore, all Bidders must disclose the name of any City of Arlington officer or employee who owns, directly, or indirectly, an interest of ten percent (10%) or more of the Bidder's firm or any of its branches. Failure to disclose in this manner will result in the immediate disqualification of or cancellation of the bid for work. The City will seek all damages for the recoupment of losses in having to re-bid or re-assign this bid.

PRICES:

Bid pricing for goods and services covered under this specification shall be firm unless otherwise specified. Pricing shall include, but is not limited to, mobilization, labor, material, equipment, tools, license, FOB delivery, unless otherwise requested on the Bid Price Schedule. It is the responsibility of the Bidder to check the unit price being submitted on the solicitation and shall verify accuracy of pricing by signature on the Bid Price Schedule. No price changes will be allowed after opening. In the event of a discrepancy between unit price and extended price, the unit price shall prevail as accurate.

BRAND NAME OR EQUAL:

If the bid indicates brand name or equal products are acceptable, the bidder may bid an equal product as an alternate bid but must be prepared to demonstrate those features that render it equal. Final determination of a product as an equal solely remains with the City.

DELIVERY TIME:

Delivery time, if stated as a number of days, and shall be interpreted as calendar days. It is understood by Bidder that time is of the utmost with any City purchase; and therefore, if the indicated date cannot be met, or the date is not indicated, the bidder shall state its best delivery time. Failure to meet delivery times quoted may be grounds for cancellation of contract.

SIGNATURE:

The bidder must electronically sign each document in the bid requiring a signature. If addenda are issued, the bidder must make acknowledgement of addenda. Bidder's failure to sign required documents may result in the disqualification of the bid.

COMPLIANCE WITH LAWS:

The Bidder shall give all notices and comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and lawful orders and decrees of any court, administrative bodies, tribunals, or any public authority in any matter bearing on the performances of the services specified herein. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of Texas. The Bidder warrants and covenants to the City that all services will be performed in compliance with all applicable federal, state, county, and city health and safety codes, rules and ordinances including, but not limited to, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment, and licensing laws and regulations, the Texas Industrial Safety and Health Act, and the Workers Right to Know Law.

The Bidder shall maintain all required licenses, certifications, etc. throughout the term of the bid specification. Upon request, the Bidder must furnish the City with satisfactory proof of its compliance.

UNAUTHORIZED WORKERS: The City will not intentionally award publicly-funded contracts to any Bidder who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")], and as amended. The City shall consider the employment by any Bidder of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the

employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

Modifications, Withdrawal of Bid, or No Bid Modification of Bids: Bids may be modified at any time prior to the due date and time. No additional or modified Terms and Conditions included with the bid response shall be evaluated or considered. If submitted it is understood and agreed that the general Terms and Conditions, Special Provisions, and all other supporting documents issued within this solicitation are the only applicable terms and conditions, and the bidder's authorized signature, affixed to the bid, attests to this.

OPENING OF BIDS:

The Office of Procurement representative responsible for opening bids shall confirm the time and announce the bid opening. The representative shall then personally and publicly open and read aloud all bids received on time, in accordance with solicitation type.

PUBLIC DISCLOSURE:

Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (The "Public Information Act").

Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a bidder does not desire proprietary information in the bid to be publicly disclosed, each page must be identified and marked proprietary at time of submittal.

The City will, to the extent allowed by law, endeavor to protect such information from public disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Compliance with Texas Government Code Chapter 552:

A. In this section, Contracting Information shall have the same meaning as defined in Texas Government Code 552.003(7).

B. The Contractor must preserve all Contracting Information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract;

C. The Contractor must promptly provide to the governmental body any Contracting Information related to the contract that is in the custody or possession of the entity on request of the governmental body; and

D. On completion of the contract, Contractor shall either

1. Provide at no cost to the Owner all Contracting Information related to the contract that is in the custody or possession of the Contractor; or

2. preserve the Contracting Information related to the contract as provided by the records retention requirements applicable to the City of Arlington.

E. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

AMERICANS WITH DISABILITIES ACT:

Anyone requiring reasonable accommodation for the public meetings specified herein (i.e. Pre-Bid Meeting or Bid Opening Meeting) should contact the Purchasing Agent of Record named on the first page of this document at least 24 hours in advance of the activity to request accommodations.

SUPPLIER CODE OF ETHICS:

The City of Arlington, Texas, is committed to a procurement process that fosters fair and open competition, as we are governed by the highest ideals of honor and integrity in order to merit public respect and confidence in the spending of public dollars.

To achieve these goals, the following ethical principles shall govern each Supplier who seeks to do business with the City.

Each Supplier shall not: Engage in collusive bidding, price fixing, price discrimination, or make an agreement with any other competing Supplier for the purpose of restricting competition. Disclose pricing or quotes in submitted bids or proposals, directly or indirectly, to any other competing Supplier prior to the closing date for bids or proposals. Make any attempt to induce or coerce any other individual/entity to submit or refrain from submitting a bid or proposal. Under any circumstances, offer or give directly or indirectly, any gifts, gratuities, or other things of value to a City employee or family member, consultant or contractor in connection with the bid or proposal, which might influence or appear to influence purchasing decisions. Initiate, negotiate, or render an offer of employment to any City employee who is directly involved with, or personally participating on behalf of the City with respect to any procurement or other matter involving the Supplier.

Each Supplier shall: Disclose any transaction or participation of any individual in an operational situation that presents a conflict of interest Completely perform any awarded contract, at the contracted price, according to the terms set forth in the contract, and will submit timely and accurate invoices for goods and/or services performed. Violation of any provision of this Supplier's Code of Ethics, may render the Supplier non-responsible, debarred, or in material breach of the contract, which could result in criminal or civil penalties under the State or Federal Law. Valid Responses: I have read and agree

CONTACT WITH CITY COUNCIL, STAFF AND ADVISORS:

Required

All questions concerning this procurement solicitation must be directed to the Purchasing Agent of Record.

The following provisions are intended to ensure a fair and equitable review process so that there is no actual or potential situation where one vendor secures or attempts to secure an unfair advantage over another vendor or creates a situation where there is an appearance of impropriety in contacts between the vendor or vendor's agent or vendor's contractor or vendor's consultant and City officials.

release of the bid or proposal, no officer, employee, agent or representative of the vendor shall have any contact or discussion, verbal or written, with any members of the City Council, City staff or City's consultants, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's consultants regarding any matters pertaining to this bid project, except as herein provided.

Contacts by the vendor with City staff when such contacts do not pertain to this proposal are exempt from this provision. Examples include: Private (non-business) contacts with the City by the vendor's employees acting in their personal capacity Contact made to conduct business with the City of Arlington or City of Arlington programs, unrelated to this bid or proposal Presentations and/or responses to inquiries initiated by City Staff and if a representative of the vendor has a question about any potential contact as described above, the Purchasing Manager will be notified in order to make a determination as to whether any contact is allowed in accordance with the bid or proposal submission.

If a representative of any company or party submitting a proposal violates the foregoing prohibition by contacting any of these parties, such contact may result in a vendor being disqualified from the process.

Valid Responses: I have read and agree

B1. APPLICABLE LAW/VENUE: This Contract is entered into subject to the Charter and ordinances of the City of Arlington, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. The parties to this contract agree and covenant that for all purposes, including performance and execution that this contract/agreement will be enforceable in Arlington, Texas; and that if legal action is necessary to enforce this contract, exclusive venue will lie in Tarrant County, Texas.

B2. INDEPENDENT CONTRACTOR: Contractor shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of City. Contractor shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.

B3. ASSIGNMENT: The Contractor shall not sell, assign, transfer or convey any interest in this contract in whole or in part without the prior written consent of the City of Arlington. No assignment, transfer or conveyance under this contract will be effective without the prior written consent of the City.

B4. CONFLICT OF INTEREST: The Contractor covenants and agrees that Contractor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Contract. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City or in compliance with the provisions of the City of Arlington Personnel Policies and Procedures Manual. Any violation of this provision shall render this contract voidable at the discretion of the City.

B5. SEVERABILITY: In case 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 of this contract, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

B6. MODIFICATIONS: This contract can be modified only by written agreement of the parties.

B7. REMEDIES: No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this contract may be waived without consent of the parties. Forbearance or indulgence by any party shall not constitute a waiver of any covenant or condition to be performed pursuant to this contract.

B8. TARGET ARLINGTON: In performing this contract, Contractor agrees to use diligent efforts to purchase all goods and services from Arlington businesses whenever such goods and services are comparable in availability, quality, and price.

B9. M/WBE: As a matter of policy with respect to the City of Arlington projects and procurements, City of Arlington also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, the Contractor agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this contract.

B10. PAYMENT TERMS: All payment terms shall be Net 30, and payments shall be made on approved invoices in accordance with the Texas Prompt Payment Act.

B11. TAXES: The City of Arlington is exempt from Federal Excise and State Sales taxes. Taxes must not be included in bid pricing. Tax exemption certificates will be prepared and executed by the City's Purchasing Division and furnished upon request.

B12. FUNDING: Contractor recognizes that the continuation of any contract after the close of any given fiscal year of the City of Arlington, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the City of Arlington providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will actually be adopted as this determination is within the sole discretion of the City Council. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void.

B13. F.O.B. DELIVERED AND DAMAGES: Prices bid and quoted shall always be Freight On Board (F.O.B.) Delivered, to Municipal Facility, Arlington, Texas, and shall include all freight, delivery and packaging costs. The City of Arlington assumes no liability for goods damaged while in transit and or delivered in a damaged or unacceptable condition. The Contractor shall be responsible for and handle all claims with carriers, and in case of damaged goods shall ship replacement goods immediately upon notification by the City of damage.

B14. CONTRACTOR TO PACKAGE GOODS: Contractor will package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Contractor's name and address; (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of container, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Contractor shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing list.

B15. PLACE OF DELIVERY: The place of delivery shall

be set forth in the block of the purchase order or purchase change order entitled "Ship to.

B16. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City of Arlington until the City actually receives and takes possession of the goods at the point(s) of delivery, after inspection and acceptance of goods.

B17. FORCE MAJEURE: Contractor shall not be liable for delay in delivery or performance when such delay is due to factors beyond its control, including but not limited to, explosions, governmental regulations, court orders or decrees, or acts of nature such as flood, wind, earthquake, tornado or hurricane. If the Contractor is unable to perform any of its obligations as a result of force majeure, Contractor shall immediately give written notice to the Purchasing Division of the date of inception of the force majeure condition and the extent to which it will affect performance.

B18. RIGHT OF INSPECTION: City shall have the right to inspect the goods upon delivery before accepting them. Contractor shall be responsible for all charges for the return to Contractor of any goods rejected as being nonconforming under the specifications.

B19. RIGHT TO AUDIT: Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the City shall have access, during normal working hours, to all necessary Contractor facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits.

B20. PRICE WARRANTY: The price to be paid by the City shall be that contained in Contractor's bid, which Contractor warrants to be no higher than Contractor's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the items shall be reduced to Contractor's current prices on orders by others, or in the alternative upon City's option, City shall have the right to cancel this contract without liability to Contractor for breach or for Contractor's actual expense.

B21. WARRANTY SERVICE CLAUSE: Under the terms of the warranties which arise from these contract documents and/or by the terms of any applicable special warranties required by the contract documents, if any of the work in accordance with this contract is found to not be in accordance with the requirements of the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the City of Arlington or the architect, engineer or other entity as the contract documents may provide. This obligation shall survive acceptance of the work under the contract and termination of the contract. In order to facilitate a prompt response, Contractor agrees to provide for warranty service to the extent practical, from local businesses, including goods and services, when such goods and

services are comparable in availability, quality and price. If Contractor fails within a reasonable time after written notice to correct defective work or to remove and replace rejected work, or if Contractor fails to perform the work in accordance with the contract documents, or if Contractor fails to comply with any provision in the contract document, either the City of Arlington or its designee may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency.

B22. SAFETY WARRANTY: Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970, as amended. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at Seller's expense. In the event Seller fails to make appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense. Where no correction is or can be made, Seller shall refund all monies received for such goods within thirty (30) days after request is made by Buyer in writing and received by Seller. Notice is considered to have been received upon hand delivery, or otherwise in accordance with Section B5 of these terms and conditions. Failure to make such refund shall constitute breach and cause this contract to terminate immediately.

B23. SOFTWARE LICENSE TO SELLER: If this purchase is for the license of software products and/or services, and unless otherwise agreed, Seller hereby grants to Buyer, a perpetual, irrevocable, nonexclusive, nontransferable, royalty free license to use the software. This software is proprietary to Seller, and is licensed and provided to the Buyer for its sole use for purposes under this Agreement and any attached work orders or invoices. The City may not use or share this software without permission of the Seller; however Buyer may make copies of the software expressly for backup purposes.

B24. WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY: Seller warrants that the goods or services do not infringe upon or violate any United States patent, copyright, or trade secret. Seller will defend at its expense any action against Buyer or Buyer as licensee to the extent that it is based on a claim that goods used or services provided used within the scope of the license hereunder infringe upon a United States patent, copyright or trade secret, and Seller will pay any and all costs and damages finally awarded against Buyer or Buyer as licensee in such actions which is attributable to such claim. Should the products or services become, or in Seller's opinion be likely to become, the subject of any claim of infringement, Seller shall either: (a) procure for Buyer the right to continue to use the goods or services; or (b) modify the goods or services to make them non-infringing, provided that such modification does not materially adversely affect Buyer's authorized use; or (c) replace the goods or services with equally suitable, compatible, and functionally equivalent non-infringing goods or services at no additional cost to the Buyer; or (d) if none of the foregoing alternatives is reasonably available to Seller, terminate this agreement and refund to Buyer the payments actually made to Seller under this agreement.

B25. OWNERSHIP OF WORK PRODUCT: Seller agrees that any and all analyses, evaluations, reports, memoranda, letters, ideas, processes, methods, programs,

and manuals that were developed, prepared, conceived, made or suggested by the Seller for the City pursuant to a Work Order, including all such developments as are originated or conceived during the term of the Contract and that are completed or reduced to writing thereafter (the Work Product) and Seller acknowledges that such Work Product may be considered work(s) made for hire and will be and remain the exclusive property of the City. To the extent that the Work Product, under applicable law, may not be considered work(s) made for hire, Seller hereby agrees that this Agreement effectively transfers, grants, conveys, and assigns exclusively to Buyer, all rights, title and ownership interests, including copyright, which Seller may have in any Work Product or any tangible media embodying such Work Product, without the necessity of any further consideration, and Buyer shall be entitled to obtain and hold in its own name, all Intellectual Property rights in and to the Work Product. Seller for itself and on behalf of its contractors hereby waives any property interest in such Work Product.

B26. NEW MATERIALS: Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended.

B27. RECYCLE MATERIALS: Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the Purchasing Manager immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted. The City of Arlington supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials please submit an alternate bid for the items requested. All recycled products should meet the minimum standards established in the bid specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product bid as an alternate.

B28. USE OF ARLINGTON, TEXAS LANDFILL: All contracts for contractors performing demolition and/or construction projects for Arlington, Texas shall contain a provision requiring that all debris, trash and rubble from the project be transported to and disposed of at the Arlington Landfill in accordance with local and state regulations. The contractor shall provide evidence of proper disposal through manifests, which shall include the types of material disposed of, the name and location of the disposal facility, date of disposal and all related fees.

B29. HEALTH, SAFETY, AND ENVIRONMENTAL

REQUIREMENTS: Services, products, materials, and supplies provided by the Seller must meet or exceed all applicable health, safety, and the environmental laws, requirements, and standards. In addition, Seller agrees to obtain and pay, at its own expense, for all licenses, permits, certificates, and inspections necessary to provide the products or to perform the services hereunder. Seller shall indemnify Buyer from any penalties or liabilities due to violations of this provision. Buyer shall have the right to immediately terminate this Agreement for violations of this provision by Seller.

B30. SAMPLES: Samples, if required, shall be furnished free of expense to the City and if not used or destroyed in examination and testing will be returned to the bidder, if requested, at the bidder's expense. Each sample must be marked with bidder's name, address, and bid number reference. SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.

B31. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

B32. INDEMNIFICATION: Contractor does hereby agree to waive all claims, release, indemnify and both hold harmless the City, its officials, agents and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action, including all expenses of litigation and/or settlement, court costs and attorney fees, which may arise by reason of death or injury to persons or loss of, damage to, or loss of use of any property occasioned by any error, omission, or negligent act of the Contractor, its officers, agents, employees, subcontractors, invitees, or other persons for whom the Contractor is legally liable, arising out of or in connection with the performance of this contract, and Contractor will at its own cost and expense defend and protect the City against any and all such claims and demands.

Provided that this contract is not a contract for professional services as described in the Texas Professional Services Procurement Act, Contractor does further hereby agree to waive all claims, release, indemnify, defend and hold harmless the City and all of its officials, officers, agents and employees from and against any and all claims, losses, damages, suits, demands or causes of action, and liability of every kind including all expenses of litigation and/or settlement, court costs and attorney fees for injury or death of any person or for loss of, damages to, or loss of use of any property, arising out of or in connection with the performance of this contract.

Such indemnity shall apply whether the claims, losses, damages, suits, demands or causes of actions arise in whole or in part from the negligence of the City, its officers, officials, agents or employees. It is the express intention of the parties hereto that the indemnity provided for in this paragraph is indemnity by the Contractor to indemnify and protect the City from the consequences of City's own negligence whether that negligence is a sole or concurring cause of the injury, death or damage.

B33. NON-DISCRIMINATION: Contractor shall not discriminate against any employee or applicant for employment of Contractor or of the City of Arlington because of race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. Contractor shall take action to ensure that all persons are employed and/or treated without regard to their race, age, color, religion, sex, sexual orientation, gender identity, national origin, ancestry, disability, or place of birth. This action shall include, but not be limited to the following: employment, promotion, demotion, transfer, working conditions, recruitment, layoff, termination, rates of pay or other forms of compensation, and training opportunities.

B34. IMMIGRATION NATIONALITY ACT: The City of Arlington actively supports the Immigration Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Seller shall verify the identity and employment eligibility of all employees who perform work under this Agreement. Seller shall complete the Employment Eligibility Verification Form (I-9), maintain photocopies of all supporting employment eligibility and identity documentation for all employees, and upon request, provide Seller with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Seller shall establish appropriate procedures and controls so that no services will be performed by any worker who is not legally eligible to perform such services. Seller shall provide Buyer with a certification letter that it has complied with the verification requirements required by this Agreement. Seller shall indemnify Buyer from any penalties or liabilities due to violations of this provision. Buyer shall have the right to immediately terminate this Agreement for violations of this provision by Seller.

B35. DISABILITY: In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Contractor warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Contractor or any of its subcontractors. Contractor warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold City harmless against any claims or allegations asserted by third parties or subcontractors against City arising out of Contractor's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.

B36. TERMINATION FOR DEFAULT: The City of Arlington reserves the right to terminate the contract without prior notice in the event the Contractor defaults or breaches any of the terms and conditions of this contract, or otherwise fails to perform in accordance with the bid specifications. In the event of termination the City reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the bid to the next lowest responsible bidder.

Any such act by the City shall not be deemed a waiver of any other right or remedy of City. If after exercising any

such remedy, the cost to City of the performance of the balance of the work or services is in excess of that part of the contract sum, which has not therefore been paid to the Contractor hereunder, Contractor shall be liable for and shall reimburse the City for such excess. Bidders shall for this purpose, keep their bids open and prices fixed for a period of 90 days following the award of this bid.

B37. TERMINATION WITHOUT CAUSE: The City shall have the right to terminate the contract, in whole or in part, without cause any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

B38. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT. 252, 42 U.S.C. 2000D TO 2000D-4: The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B39. PURSUANT TO CHAPTER 2270 OF THE TEXAS GOVERNMENT CODE: The Vendor verifies that Vendor does not boycott Israel and will not boycott Israel during the term of this Contract.

B40. PURSUANT TO CHAPTER 2274 OF THE TEXAS GOVERNMENT CODE: Prevents any municipal government from entering into a contract for goods and services unless the contractor makes certain verifications. The Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and that it will not discriminate against a firearm entity or firearm trade association during the term of this Contract.

B41. PURSUANT TO CHAPTER 2274 OF THE TEXAS GOVERNMENT CODE: Prevents any municipal government from entering into a contract for goods and services unless the contractor makes certain verifications. The Contractor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the Contract.

B42. COMPLIANCE WITH FEDERAL REGULATIONS: All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Section 80.36(l). The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in

federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the City, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the City's Purchasing Manager, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the City makes final payment. For all contracts involving Federal funds in excess of \$10,000, the City reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the vendor.

B43. NO THIRD-PARTY BENEFICIARY: For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with City or Contractor or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Contractor.

B44. THE AGREEMENT: In the absence of an otherwise negotiated contract, or unless stated otherwise, the Agreement between Buyer and Seller shall consist of these Standard Terms and Conditions together with any applicable bid documents published by the Buyer and Seller's Response to such bid (the contract documents). This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance of or acquiescence in a course of performance under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this Agreement, the definition contained in the UCC shall control. In the event of a conflict between the contract documents, the order of precedence shall be these Standard Terms and Conditions, the Buyer's published bid documents and the Seller's response. If Buyer and Seller have otherwise negotiated a contract, this Agreement shall not apply.

B45. HEADINGS: The headings of this contract are for convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

Valid Responses: I have read and agree

16 EVALUATION FOR AWARD, OR REJECTION OF BIDS

EVALUATION FOR AWARD, OR REJECTION OF BIDS: Required

EVALUATION

The City reserves the right to accept or reject, in part or in whole, any bid submitted, and to waive any technicalities in the best interest of the City. The City reserves the right to award in whole to a sole Bidders, split the award between multiple Bidders, or may choose not to award some or all items, depending on the best interest of the City.

The Bidder may furnish pricing for all or a portion of the bid, unless otherwise specified herein. Bids that specify an all or none award may be considered if a single award is advantageous.

POST QUALIFICATION

Criteria must be presented at time of Bid's submission to be considered for award. Review criteria includes, but is not limited to: Bidder's following Instructions to Bidders Section; Submitting only the documentation required as specified in Special Conditions, and in its entirety; Review the Experience of Bidder

- (a) Bidder must submit the minimum number of specified references within the specified number of years who can substantiate the Bidder meets the minimum qualifications, experience, knowledge, skills, and capability of requirements to successfully complete similar services;
- (b) References shall illustrate Bidder has provided the services as outlined in the specification for size, time, and responsibility;
- (c) Any negative verification, failure to verify, or other public information may render bid non-awardable. Delivery of Bid is a factor of award. Failure to perform within the delivery deadline set forth herein, or per addenda, shall deem Bid as non-responsive.

PRICING

Pricing shall remain firm for 1 year of the contract period, unless otherwise stated in Special Provisions section. Pricing may be reviewed per the following:

Best Price: An award will be made without further negotiation based upon sealed competitive bids; therefore, the Bidder's best and reasonable price should be submitted in response to the solicitation. Reasonable Pricing will be reviewed as part of Best Pricing. A reasonable unit price must be submitted for each line item. In the event, that any unit pricing is determined to be unreasonably too low or too high, the bid may, in whole or part, be determined non-responsive.

RESERVATIONS

The City expressly reserves the right to, with or without cause, and without recourse:

Consider and accept alternate bids, if specified in the bid documents, when most advantageous to the City; Waive as an informality, any minor deviations or technicalities from specifications provided they do not affect competition or result in functionally unacceptable goods or services; Waive any minor informality in any bid or bid procedure (a minor informality is defined as one that does not affect the competitiveness of the Bidder); Reject a bid because of unbalance unit bid prices; Bidder has previously failed to

perform properly, or complete an on-time contract of similar nature, or whom has poor vendor performance documented as part of a public record; To be the sole judge of references; Reject or cancel any or all bids; Reject any part of a bid; Reissue a solicitation for bid; and/or Procure any item by other means.

PROHIBITED VENDORS

As of the date of this transaction, Vendor certifies that they are not listed in the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, published by the United States Department of the Treasury, Office of Foreign Assets Control (see

<http://www.treas.gov/offices/enforcement/ofac/sdn/>).

In addition, Vendor certifies that they are not listed on the Excluded Parties List System (EPLS) which is found at www.sam.gov.

Vendor agrees that should at any time during the term of this contract they become listed on either the Terrorism List or EPLS, Vendor shall promptly notify the City. The City shall have the absolute right to terminate this contract without recourse in the event Vendor becomes listed on the Terrorism List. Vendors identified on either list at time of bid review will not be considered for award.

AWARD

If awarded, the contract or contract(s) shall be based on the City's evaluation criteria and compliance with solicitation requirements.

The City of Arlington shall award the bid(s) to the Bidder(s) who meet both the required specifications, and offers the Best Pricing by the lowest responsive, responsible bidder or provides the Best Value to the City. A responsive bidder is defined to be one who submits a completed sealed bid packet that conforms to all technical and legal requirements within the stated time deadline and in accordance with the bid specifications. A responsible bidder is defined to be one who demonstrates specific selection criteria responses indicating that the company has the financial resources, judgement, skill, integrity, performance record and overall ability to successfully deliver the supplies, equipment, or services being procured.

Best Value: In determining the best value the following criteria will be considered as amended in section 252.043 of the Texas Local Government Code:

- (a) Purchase Price;
- (b) Reputation of the bidder and the bidder's goods/services;
- (c) Quality of the bidder's goods or services;
- (d) Extent to which the goods or services meet the municipality's needs;
- (e) Bidder's past relationship with the municipality;
- (f) Impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
- (g) Total long-term cost to the municipality to acquire the bidder's goods or services; and
- (h) Any relevant criteria specifically listed in the request for bids or proposals.

ORDER OF PRECEDENCE:

This bid specification shall be included and incorporated in the final agreement or purchase order. Unless otherwise expressly provided in the final agreement or purchase order, in the event of any conflict between the terms of the final agreement or purchase order; this bid specification; and the vendor's response, the order of precedence shall be the final agreement or purchase order, followed by the solicitation, and then the response to the solicitation.

VENDOR DEBRIEFING:

Vendor debriefing is available within 30 days following award of any contract.

BID GRIEVANCE PROCEDURES:

Any actual bidder or proposer who believes they are aggrieved as a result of a bid or proposal from the City of Arlington may file a grievance. Only written grievances may be considered. The grievance may not be in regard to specific evaluation criteria or weights.

1. The grievance must be in writing and delivered to the Procurement Manager of the City of Arlington. The grievance may be delivered in person to the department offices located at 101 South Mesquite Street, Ste. 800, Arlington, Texas.
2. The Office of Procurement must receive the written grievance within five (5) business days after the posting of the City staff's award recommendation appearing on the lonwave Procurement Portal.
3. The written grievance must include the following information before it may be considered by the city: Name, mailing address, and business phone number of the aggrieved party; Identification of the bid or proposal to be reviewed; Citation detailing the exact law that is believed to have been violated; A precise and short statement of the reason or reasons for the grievance which should provide enough factual information to enable the city to determine the basis of the grievance; and any documentation or other evidence supporting the grievance.
4. All applicable documentation and other information applying to the grievance must be submitted to the Procurement Manager at the time of grievance.
5. The Office of Procurement, in conjunction with the department responsible for the bid or proposal solicitation, will attempt to resolve the grievance, including, at the Purchasing Manager's option, meeting with the aggrieved party. If the grievance is successfully resolved by mutual agreement, the Purchasing manager shall submit a copy/verification of the resolution to the City Manager or designee
6. If the Office of Procurement is unable to resolve the grievance, the aggrieved party may request the grievance be reviewed and resolved by the City Manager or designee.

7. A request for the City Manager's review must be in writing and received by the Office of Procurement within three (3) business days from the date the Purchasing Division notifies the aggrieved party that the issue(s) cannot be resolved. The request for City Manager review must be delivered in person to the Office of Procurement at the address stated above or by certified mail, return receipt requested, to the mailing address stated above.

8. If the aggrieved party fails or refuses to request a review by the City Manager within the three (3) days, the grievance is deemed finalized and no further review by the city is required.

Valid Responses: I have read and agree

BIDDERS QUALIFICATION:

Each bidder is responsible for submitting all relevant, factual, and correct information at time of the bid submittal. If additional sheets are attached to the bid specification, the bidder must clearly cross-reference the appropriate location in the solicitation (i.e. Section and paragraph Number, Attachment and paragraph number, or Exhibit; page number, subject, etc.). The criteria listed below will be assessed as part of the Post Qualification.

Years of Experience: Bidder shall have a minimum of three (3) consecutive years experience in the supply and delivery of goods ,or services to be provided as specified herein. A start-up business is defined as a new company that has no previous operational history or expertise in the relevant business and is not affiliated with a company that has the history or expertise (References). Failure to meet this requirement will result in a non-award.

References: Bidder must provide a list of three (3) governmental or commercial references. The bidder shall choose references that illustrate the Bidder's ability, capacity, and skill to perform the contract as specified. Similar shall be understood to mean comparable complexity. For each project, list name, description and location and date of contract completion. Bidder may list one (1) previous City of Arlington project that he/she has completed. The City reserves the right to inspect any and all known previous locations where services were rendered pursuant to the property owners' expressed permission.

Bankruptcy or Insolvency: If the successful Bidder shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the successful Bidder shall be appointed in any proceeding brought by or against the creditors, or proceedings shall be commenced on or against the successful Bidders' operations of the premises, the City reserves the right to terminate any contractual agreement immediately.

Public Information: Any negative vendor performance or information obtained as public record may be cause for consideration of non-award.

The City of Arlington reserves and shall be free to exercise the right to evaluate bid in relation to performance record of bidder with the City itself, another municipal corporation of like size, or private corporations during the past two-year period.

The City reserves the right to reject a response from a

Contractor and/or Sub contractor whose goods and/or services to the City or other government entities have been documented as unsatisfactory in providing the same goods and/or services.

Valid Responses: I have read and agree

The bid document, as amended by any addendum, must be submitted to the City of Arlington as it conforms to the bid closing date and time, and awarded by the Arlington City Council, shall constitute the contract.

Initial Term of Agreement: Unless otherwise specified, this contract, if awarded, shall be for a period of One (1) year(s) beginning on the date specified in the Award Letter, to be issued by the City's Purchasing Division.

Probationary Period: The first ninety (90) days of each contract term will be considered a probationary period. When applicable, at the first City Council meeting following a probationary review, the successful Bidder's contract may be terminated, based on the performance of the Bidder, and a new award be granted without issuing a second solicitation.

Option to Renew: The City and Contractor may, upon mutual written consent not earlier than one hundred twenty days (120) days prior to the expiration of the contract, renew the contract for an additional one-year period, not to exceed two (2) additional, one (1) year renewal options after the initial term. The Awarded Bidder may request a price increase at each renewal time at a rate not to exceed the effective percentage change in the Consumer Price Index (CPI-U) for the previous twelve (12) months. At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. It is the Awarded Bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the request for adjustment should be submitted 90 days prior to expiration of the then current contract term. The adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the City will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered. The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index. The City reserves the right to reject any price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial term, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

Option to Extend or Transition of Bidder(s):

In the event that a new Bidder(s) is (are) not selected by the City of Arlington, it shall be incumbent upon the Bidder to continue the contract under the same terms and

conditions until new contracts can be completely operational. The transition period extend more than ninety (90) days beyond the original expiration date of the existing contract.

Addition or Deletion:

The City reserves the right to add or remove items as circumstances warrant. The City of Arlington reserves the right to purchase additional units under the terms of this specification.

Cancellation:

The City reserves the right to cancel the contract upon thirty (30) days written notification for failure to supply the required materials or failure to meet delivery schedules, or should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void.

Estimated Quantities:

This is a requirements contract. The quantities listed are based upon the best available data and serve only as a guide and in no way represents an intended or guaranteed amount. The City reserves the right to purchase according to actual need and may or may not meet or exceed the estimated quantities shown.

Order Placement:

Requests for goods and services will be on an as-needed basis by authorized City of Arlington employees only. The City will supply the successful bidder with the names of personnel authorized to place orders. The City shall place written orders electronically or via email in the form of a purchase order or formal Notice to Proceed which will include a purchase order number.

Purchase Orders: It is the sole responsibility of the supplier to acquire a hard copy purchase order authorizing said purchase of goods or services. Supplier must acquire a purchase order prior to placing any orders or purchasing goods, materials on behalf of the City, or performing services for the City. Failure on behalf of the supplier to obtain a purchase order from the City may result in forfeiture of payment due to lack of authorization to purchase goods or services. Verbal orders from City employees are not an acceptable method of authorization.

Such verbal orders shall be forwarded to the Purchasing Manager or disignee, as identified herein.

Safety:

All safety precautions and oversight shall be per OSHA and best practice so to meet the requirements of the Specifications and Scope of Work, defined herein. No direct compensation will be made to the Contractor for furnishing, installing, maintaining, and/or the removal of required safety measures, and thus no costs associated with meeting the specifications and scope of work will be paid as a separate line item.

Misconduct:

The City is committed to maintaining an alcohol, drug, and firearm free workplace. Possession or use of firearms, or possession, use of, or being under the influence of alcohol or controlled substances by Contractor's employees or Subcontractors' employees while in the performance of any service(s) or delivery of goods to the City of Arlington, Texas, is strictly prohibited. Violation of this requirement may constitute grounds for immediate cancellation of the Contract. The City reserves the sole right to determine whether this clause is violated, which may be grounds for immediate termination.

Environmental:

The City is committed to purchasing goods, and services from suppliers which can provide the least adverse environmental impact within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economic considerations while protecting health and safety, be fiscally responsible, meet City, State, and Federal mandates, and model environmental stewardship, and encourages proactive measures in employee behavior to reduce mobile source air pollution.

Ordinances:

The City will make a good faith effort to notify the supplier of City ordinances when applicable; however, neither the City nor any of its staff, employees, agents, or representatives are responsible for notifying the contractor(s) of such ordinances. It will be the sole responsibility of the Contractor performing the services to make him/her aware of such City ordinances. All costs, including but not limited to, fines, fees, tickets, or citations becoming due as a result of violating such ordinances will

be handled directly between the Court, the issuing department, and the Contractor. Compensation for costs due to violations will not be warranted under this specification or in conjunction with any portion of work as it is associated with this specification. Should it be discovered that an ordinance conflicts with a project, the Contractor shall notify City in writing at once. The City will acknowledge the information via email and may allow an extended work time when ordinance(s) impede schedule.

Public Emergencies:

A Public Emergency shall be defined as, but not limited to, a tornado, flood, hurricane, winter weather, large scale disaster and/or relief thereof which is manmade or natural, or by an act of God shall herein known as Emergency.

It is vital to the citizens and those who seek large scale refuge within the City of Arlington be protected from any such Emergency situation(s) that threatens public health and safety as declared by the City of Arlington; therefore, at any time before, during, or after a public emergency, the City of Arlington may require a First Priority for goods and services to be rendered by the awarded Bidder.

The Contractor agrees to rent/sell/lease all goods and service to the City or its governmental entities on a first priority basis. The City expects to pay contractual prices for all goods and or services rendered under this awarded Agreement in the event of such Emergency. Should the Bidder provide the City with products and/or services not under this awarded Agreement, the City expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of an Emergency.
Valid Responses: I have read and agree

- | | | | |
|----|----------------------------|--|----------|
| 19 | Award Criteria | Sealed Bid - Lowest responsive, responsible bid meeting bid specifications. The City reserves the right to make a bid award to either one vendor or to multiple vendors, whichever is in the best interest of the City, or unless otherwise stated on the bid price schedule. If the award is made to multiple vendors, it will be either as one vendor being the primary vendor and the other vendor the secondary vendor, or both vendors awarded jointly.
Valid Responses: Have read and agree | Required |
| 20 | Scope of Work Confirmation | I have read and understand the scope of work/specifications of this solicitation.
Valid Responses: I have read and agree | Required |

21 Standard Insurance Requirements

Bidder shall include Insurance ACORD Form with their bid submission. This may be done electronically by clicking on the "Response Attachments" tab and clicking on upload. Required

Bidder here acknowledges that a copy of their company's insurance ACORD Form has been included with this submission.

The Awarded Contractor will not commence work under this contract until he or she has obtained all the insurance required herein and such insurance has been approved by the City, nor shall Contractor allow any subcontractor to commence work on his or her subcontract until all required insurance of the subcontractor has been obtained and submitted to the City. The successful bidder shall submit evidence of required insurance on an original ACORD certificate or state approved form at time of bid. The bidder will have no longer than fifteen (15) calendar days following notification of award to submit the required Acord form identifying The City as an additional insured to all applicable coverage, including materials, equipment, or supplies provided by the City. Failure to submit the required document(s) may result in rescinding the award. The bid may thereafter be awarded to the next lowest responsible bidder. A current Acord form must be submitted upon policy changes, renewal, or upon request by the City. An insurance certificate is required to be on file prior to the start of any work.

1. Commercial General Liability: \$1,000,000 per occurrence, \$1,000,000 products/completed operations and \$2,000,000 general aggregate for bodily injury, personal injury and property damage. This policy shall have no coverages removed by exclusions.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto, or hired and non-owned vehicles.
3. Workers' Compensation and Employers' Liability: Statutory. Employers Liability policy limits of \$1,000,000 for each accident, \$1,000,000 policy limit Disease, \$1,000,000 each employee disease.
4. Umbrella or Excess Liability: \$2,000,000.00 per occurrence and aggregate.

Other Insurance Provisions

1. The City, its officials, employees and volunteers shall be named as an additional insured with waiver of subrogation in the favor of the City on the Commercial General Liability and Automobile Liability Insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.
2. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage, materially changed, or in limits except after thirty (30) days prior written notice has been provided to the City. If the policy is cancelled for non-payment of premium, only ten (10) days notice is required.
3. Insurance is to be placed with insurers with a Best rating of no less than A:VII. The company must also be duly authorized to transact business in the State of Texas.
4. Workers' Compensation and Employers' Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this contract.

5. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:

City of Arlington
Purchasing Division P. O. Box 90231 Arlington, Texas
76004-3231

6. Workers' Compensation Insurance Coverage:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in Section 406.096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project

The contractor must provide a certificate of coverage to the City prior to beginning work on the contract.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

The contractor shall obtain from each person providing services on a project, and provide to the City
Valid Responses: I have read and agree

- 22 Company Name: Required
- 23 Local Address: Required
- 24 Phone: Required
- 25 Email: Required

26	Primary Point of Contact responsible for work performed under this contract:		Required
27	Years in Business:		Required
28	Years of Experience performing this type of work:		Required
29	Has your business operated under any other names?	Valid Responses: [Please Select], Yes, No	Required
30	If yes, what names:	Explain the circumstances of the change:	Optional
31	Total Value of work currently under contract:		Required
32	Total Value of work in place within the past 12 months:		Optional
33	Percentage of work self-performed on this contract:		Required
34	References	The vendor shall provide information regarding previous work comparable with the proposed work in size, capacity, and complexity. List 3 projects similar to size and scope which were completed during the past three (3) years. The City may also consider any previous City projects. Following the submission, each vendor shall be prepared to furnish such additional information as the City may reasonably request regarding vendors equipment and personnel. The information provided shall constitute an integral part of this response.	Display
35	Reference 1	REFERENCE 1	Display
36	Reference #1 Contact Person's Name		Required
37	Reference #1 Contact Person's Place of Business		Required
38	Reference #1 Address: Street, City, State, Zip Code		Required
39	Reference #1 Phone Number		Required
40	Reference #1 Email		Required
41	Contract Information	Contract Information	Display
42	Contract Amount	Enter the total amount of the contract for which you are providing a reference.	Required
43	Contract Completion	Select the date the contract was completed.	Required
44	Contract Work Description	Provide a description of the work completed.	Required
45	Reference 2	REFERENCE 2	Display
46	Reference #2 Contact Person's Name		Required
47	Reference #2 Contact Person's Place of Business		Required
48	Reference #2 Address: Street, City, State, Zip Code		Required
49	Reference #2 Phone Number		Required
50	Reference #2 Email		Required
51	Contract Information	Contract Information	Display

52	Contract Amount	Enter the total amount of the contract for which you are providing a reference.	Required
53	Contract Completion	Select the date the contract was completed.	Required
54	Contract Work Description	Provide a description of the work completed.	Required
55	Reference 3	REFERENCE 3	Display
56	Reference #3 Contact Person's Name		Required
57	Reference #3 Contact Person's Place of Business		Required
58	Reference #3 Address: Street, City, State, Zip Code		Required
59	Reference #3 Phone Number		Required
60	Reference #3 Email		Required
61	Contract Information	Contract Information	Display
62	Contract Amount	Enter the total amount of the contract for which you are providing a reference.	Required
63	Contract Completion	Select the date the contract was completed.	Required
64	Contract Work Description	Provide a description of the work completed.	Required
65	Cooperative Purchasing:	Should other Government Entities decide to participate in this contract, would you agree that all terms, conditions, specifications, and pricing would apply? Valid Responses: [Please Select], Yes, No	Required

Line Items

#	Qty	UOM	Description	Response
1	7000	Gallon	PHPM-50 for potholes	Price (Optional)



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/20/2022

PRESENTER: Gabriel Johnson, Director of Public Works and Engineering

TITLE: Annual Agreement for easement and alley clearing from Bronco Land Clearing (up to \$114,725.00 annually). This agreement will be for one year with the option to renew for one additional one-year period totaling \$229,450.00 if all extensions are exercised. Authorize the City Manager to execute the renewal options with aggregate price fluctuations 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 (The Finance and Government Committee reviewed this item on 09/06/2022)

SUMMARY:

<i>Vendor Name:</i>	Bronco Land Clearing
<i>Annual Cost/Total Cost:</i>	\$114,725.00/\$229,450.00
<i>Department:</i>	Public Works
<i>Recommended Action:</i>	Approve

PURPOSE OF REQUEST:

This price agreement will be utilized to remove trees and shrubs to clear easements and alleys within the City of Grand Prairie.

Notice of bid #22119 was advertised in the Fort Worth Star-Telegram and Planet Bids; it was distributed to seventeen vendors including thirteen HUBs and no Grand Prairie vendors were found. Two bids were received as shown in attachment A.

The award was based on best value criteria set up in the specification, including the extent to which goods and services meet the municipality's needs, qualifications, reputation, price, and experience with the City of Grand Prairie or other municipalities, if they were local, and other relevant criteria as listed in the specification.

The best value bid received from Bronco Land Clearing meets specifications and is recommended for award.

PROCUREMENT DETAILS:

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

Local Vendor HUB Vendor

Number of Responses: 2 RFP/RFB #: 22119

Selection Details: Low Bid Best Value

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	300594-63032 Fund, Activity 68122022
		Grant Fund - ARPA	

ATTACHMENTS / SUPPORTING DOCUMENTS:

1- Bid Summary

EASEMENT AND ALLEY CLEARING

RFB # 22119

TABULATION



Bid Tabulation
Easement and
Alley Clearing
RFB #22119

Bronco Land Clearing Fort Worth, TX	Good Earth Corporation Dallas, TX
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Item	Description	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price
	This line intentionally left blank.						
1	Clearing and Cutting of Easement or Alley, Up To a Width of 15 Feet, Protection of Existing Above Ground Utility Fixtures Included, Shredded Foliage to be placed within Boundary of Easement or Alley.	21,600	LF	\$1.75	\$37,800.00	\$17.00	\$367,200.00
2	Clearing and Cutting of Easement or Alley, Up To a Width of 15 Feet, Protection of Existing Above Ground Utility Fixtures Included, Shredded Foliage to be Hauled to Landfill.	4,800	LF	\$2.00	\$9,600.00	\$29.00	\$139,200.00
3	Clearing and Cutting of Easement or Alley, Maximum Width of 20 Feet, Protection of Existing Above Ground Utility Fixtures Included, Shredded Foliage to be placed within Boundary of Easement or Alley.	22,400	LF	\$2.00	\$44,800.00	\$23.00	\$515,200.00
4	Clearing and Cutting of Easement or Alley, Maximum Width of 20 Feet, Protection of Existing Above Ground Utility Fixtures Included, Shredded Foliage to be Hauled to Landfill.	4,000	LF	\$2.25	\$9,000.00	\$39.00	\$156,000.00
5	Collection of Debris and Trash Per Location with Roll-off Dumpster	55	EA	\$25.00	\$1,375.00	\$1,100.00	\$60,500.00
6	Removal of Obstruction from Easement or Right-of-way, Turn Over to Owner in Acceptable Condition, Not to be Replaced. Each Location Evaluated with City Staff and Coordinated with Owner.	165	EA	\$30.00	\$4,950.00	\$500.00	\$82,500.00
7	Traffic Control for Contractor Access to Easement or Alley, Per Location	60	LS	\$120.00	\$7,200.00	\$500.00	\$30,000.00
				Total	\$114,725.00		\$1,350,600.00

SCORECARD



Evaluation Score Card
Easement and Alley Clearing
RFB #22119

Bronco Land Clearing Fort Worth, TX	Good Earth Corporation Dallas, TX
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Evaluation Criteria	Maximum Score	Score	Score
Price	50.00	50.00	4.25
The Extent to which goods and services meet the municipality's needs	15.00	15.00	10.50
Qualifications	15.00	15.00	10.50
The Reputation of the Bidder	10.00	10.00	10.00
Experience with the City of Grand Prairie of another municipality	10.00	8.00	6.00
Total	100.00	98.00	41.25



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/20/2022

PRESENTER: Gabriel Johnson, Director of Public Works and Engineering

TITLE: Ratify expenditures estimating \$428,519 with North Texas Contracting for an emergency purchase for the repair of a 12” water line at the northwest corner of Johnson Creek and Carrier (The Finance and Government Committee reviewed this item on 09/06/2022)

SUMMARY:

<i>Vendor Name:</i>	North Texas Contracting
<i>Cost:</i>	\$428,519
<i>Synopsis:</i>	The Water Utilities department requested approval for an emergency repair purchase from North Texas Contracting, to repair a water line leak due to unforeseen damage to public property and to protect the public health and safety of the residents of the City of Grand Prairie
<i>Recommendation:</i>	Approve

PURPOSE OF REQUEST:

A water leak on a 12” main at Johnson Creek at Carrier Parkway caused unforeseen damage to public property and an emergency repair was needed for the water main and the adjacent bridge embankment and footing. This required digging down and repairing the water main while reinforcing the bridge footing; once completed, the bridge embankment was replaced, and riprap was installed along the side of the bridge down to the bottom of the creek to ensure the safety of the waterline and the bridge.

We searched known suppliers and North Texas contracting 4999 Keller-Haslet Rd. Keller, Texas 76248 had the expertise, equipment, and best availability to safely enter, test, and repair the water line and other related infrastructure. The cost of this repair is \$428,519.

State law allows for emergency purchases due to unforeseen damage to public property and for procurements necessary to preserve or protect the public health or safety of the City’s residents. Due to the difficult location of being in the river’s bottom and the line size, this main water leak could have affected the health and safety of the residents of the City of Grand Prairie, especially in the northern portion of the City.

FINANCIAL CONSIDERATION:

Funding for the repairs should be taken from CIP FY22 Emergency repairs for Water Account 500592-02209103.



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 09/20/2022

REQUESTER: Lee Harriss

PRESENTER: Lee Harriss, Special District Administrator

TITLE: High Hawk PID Contract with SPSD, Inc. for Landscape Maintenance for \$265,385.62 in High Hawk PID (City Council Districts 4 and 6) for a 15-month term

RECOMMENDED ACTION: Approve

ANALYSIS:

The PID Board recommended that SPSD, Inc. be awarded a contract for landscape maintenance, beautification, and irrigation system maintenance services. The term extends from October 1, 2022 through December 31, 2023.

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

FINANCIAL CONSIDERATION:

Funds for this contract are available from annual assessments adopted by the City Council on September 20, 2022, which are estimated to generate \$432,517 for the fiscal year.

**Exhibit A
GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 9
High Hawk
Five Year Service Plan 2023 - 2027 BUDGET**

**Income based on Assessment Rate of \$0.18 per \$100 of appraised value.
The FY 2022 rate was \$0.18 per \$100 of appraised value
Service Plan projects a 10% increase in assessed value per year.**

INCOME:	Value	Assess Rate	Revenue			
Appraised Value	\$240,287,264	\$ 0.18	\$ 432,517			
Description	Account	2023	2024	2025	2026	2027
Beginning Balance (Estimated)		\$ 761,000	\$ 753,459	\$ 872,327	\$ 55,301	\$ 150,741
P.I.D. Assessment	42620	\$ 432,517	\$ 475,769	\$ 523,346	\$ 575,680	\$ 633,248
City Contribution	49780	4,035	4,035	4,035	4,035	4,035
TOTAL INCOME		\$ 436,552	\$ 479,804	\$ 527,381	\$ 579,715	\$ 637,283
Amount Available		\$ 1,197,552	\$ 1,233,263	\$ 1,399,708	\$ 635,016	\$ 788,024

EXPENSES:						
Description		2023	2024	2025	2026	2027
Office Supplies	60020	\$ 275	\$ 275	\$ 275	\$ 275	\$ 275
Decorations	60132	17,000	17,000	17,000	17,000	17,000
Public Relations	60160	3,000	3,000	3,000	3,000	3,000
Beautification ¹	60490	120,000	30,000	30,000	30,000	30,000
Graffiti Cleanup	60775	1,000	1,000	1,000	1,000	1,000
Wall Maintenance	60776	20,000	20,000	20,000	20,000	20,000
Professional Engineering Svc ²	61041	4,000	-	-	-	4,000
Mowing Contractor	61225	102,000	107,100	112,455	118,078	123,982
Tree Services	61226	20,000	20,000	20,000	20,000	20,000
Collection Service	61380	1,958	1,958	1,958	1,958	1,958
Misc.	61485	500	500	500	500	500
Admin./Management	61510	13,860	14,553	15,281	16,045	16,847
Postage	61520	1,500	1,500	1,500	1,500	1,500
Building Security Expenses	61560	1,500	1,575	1,654	1,736	1,823
Electric Power	62030	8,000	8,400	8,820	9,261	9,724
Water Utility	62035	35,000	36,750	38,588	40,517	42,543
Bldgs & Grounds Maintenance	63010	8,500	8,500	8,500	8,500	8,500
Pond Maintenance-Aquatic	63038	4,500	4,725	4,961	5,209	5,470
Pond Maintenance-Equipment	63039	5,000	5,250	5,513	5,788	6,078
Irrigation System Maint.	63065	10,000	10,000	10,000	10,000	10,000
Roadway Markings/Signs Maint	63115	2,000	2,000	2,000	2,000	2,000
Playgrounds/Picnic Areas Maint	63135	7,500	7,500	7,500	7,500	7,500
Decorative Lighting Maintenance	63146	10,000	10,000	10,000	10,000	10,000
Restroom Maintenance	63190	6,000	6,300	6,615	6,946	7,293
Property Insurance Premium	64080	2,000	2,100	2,205	2,315	2,431
Liability Insurance Premium	64090	11,000	11,550	12,128	12,734	13,371
Fencing ⁴	68061	-	-	972,086	-	-
Construction Miscellaneous ³	68151	-	-	-	100,000	100,000
Lease Payment-Security Cameras	68901	28,000	29,400	30,870	32,414	34,034
		-	-	-	-	-
TOTAL EXPENSES		\$ 444,093	\$ 360,936	\$ 1,344,407	\$ 484,275	\$ 500,828
Ending Balance⁴		\$ 753,459	\$ 872,327	\$ 55,301	\$ 150,741	\$ 287,196

Avg. Annual Assessment by Home Value:

Value	Yrly Assmnt.		
\$100,000	\$ 180		
\$200,000	\$ 360		
\$300,000	\$ 540	Avg. Property Value:	\$ 372,538
\$400,000	\$ 720	Avg. Property Assessment:	\$ 671
\$500,000	\$ 900	No. of Properties:	645
\$600,000	\$ 1,080		

- 1 Includes tree replacements & landscape design
- 2 Reserve study (wall repairs/replacements)
- 3 Common area improvements
- 4 Wall repairs/replacement



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 09/20/2022

PRESENTER: Gabriel Johnson, Director of Public Works and Engineering

TITLE: Ordinance authorizing the abandonment and quitclaim of an unneeded portion of the street right-of-way containing 1,380 square feet located at 3050 Red Hawk Drive and SH 360 South, at or near property owned by RLP III Red Hawk Owner, LLC, for \$500.00 and other good and valuable consideration

PURPOSE OF REQUEST:

The abandonment applicant and abutting property owner, RLP III Red Hawk Owner, LLC, a Delaware limited liability company, has requested the abandonment of a 60-foot wide and 25-foot deep street right-of-way located at 3050 Red Hawk Drive (see description as Exhibit "A"). The right-of-way was dedicated by plat, Hawco Business Park Addition Section 1, in 1982 as a bump-out for a future north-south City street. The street was never built. RLP III Red Hawk Owner, LLC, is the only abutting property owner to the right-of-way. The right-of-way cannot not be developed as a separate, independent tract. Since this right-of-way cannot be use independently, notice and bidding requirements are not required.

The right-of way adjoins a whole tract described as 12.498 acres in the W.J. Whiting Survey, Abstract No. 1614 (see aerial Exhibit "B" for location). Abandonment of the right of way will allow the applicants to re-plat the property for development of the 360 Crossing at Red Hawk Business Park. In the re-plat, a 15-foot utility and drainage easement will be dedicated to the City across the abandoned street right-of-way.

Staff has reviewed the requested abandonment and finds that the abandonment will not hinder drainage or utilities in the area. All public utilities have agreed to the abandonment. Therefore, staff is recommending approval of the abandonment ordinance, with the conditions set forth in the ordinance, authorizing the abandonment of an unneeded street right-of-way containing 0.032 of one acre (or 1,380 sf) for \$500.00. Staff is requesting authorization for the City Manager or his designated representative to sign all related documents for the right-of-way abandonment.

Revenue: \$500.00 paid with application

FINANCIAL CONSIDERATION:

None.

ATTACHMENTS / SUPPORTING DOCUMENTS:

- 1- Proposed Ordinance
- 2- Exhibit A – Row Description

3- Exhibit B - Aerial

ORDINANCE NO. _____

AN ABANDONMENT ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM DEED TO RLP III RED HAWK OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR \$500 AND OTHER GOOD AND VALUABLE CONSIDERATION, FOR ABANDONMENT OF AN UNNEEDED STREET RIGHT-OF-WAY CONTAINING 0.032 OF ONE ACRE (1,380 SF) AND LOCATED AT 3050 RED HAWK DRIVE IN THE W. J. WHITING SURVEY, ABSTRACT NUMBER 1614, LOCATED IN THE CITY OF GRAND PRAIRIE, TARRANT COUNTY, TEXAS; PROVIDING FOR THE QUITCLAIM THEREOF TO RLP III RED HAWK OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE ABUTTING FEE OWNER OF 3050 RED HAWK DRIVE LOCATED IN THE W. J. WHITING SURVEY, ABSTRACT NUMBER 1614, TARRANT COUNTY, TEXAS; PROVIDING FOR THE TERMS AND CONDITIONS OF THE ABANDONMENT AND QUITCLAIM MADE HEREIN; PROVIDING FOR THE INDEMNIFICATION OF THE CITY OF GRAND PRAIRIE AGAINST DAMAGES ARISING OUT OF THE ABANDONMENT HEREIN; PROVIDING FOR THE CONSIDERATION FOR THE ABANDONMENT; AND PROVIDING AN EFFECTIVE DATE FOR THE ORDINANCE

WHEREAS, the City Council of the City of Grand Prairie, acting pursuant to law and upon the request and petition of RLP III RED HAWK OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, hereinafter referred to as GRANTEE, deems it advisable to abandon and quitclaim an unneeded street right-of-way in the City of Grand Prairie, Tarrant County, Texas, more particularly described in “Exhibit A”, attached hereto and incorporated herein; and

WHEREAS, the City Council of the City of Grand Prairie is of the opinion that said street right-of-way is not needed for public use and cannot be used as an independent tract, and same should be abandoned and quitclaimed to the abutting fee owner; and

WHEREAS, the City Council of the City of Grand Prairie is of the opinion that the best interest and welfare of the public will be served by abandoning and quitclaiming the same, subject to the conditions and for the consideration hereinafter more fully set forth.

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

SECTION 1. That the street right-of-way tract described in “Exhibit A”, which is attached hereto and made a part hereof, be and the same shall be abandoned, vacated and closed insofar as the right, title and easement of the public are concerned; subject, however, to the conditions hereinafter more fully set out.

SECTION 2. That for and in consideration of the sum of FIVE HUNDRED AND NO/100 (\$500.00) DOLLARS paid by Grantee with his application, the City of Grand Prairie does by these presents QUITCLAIM, subject to the conditions hereinafter made, all its rights, title and interest in and to that certain tract or parcel of land described in “Exhibit A”, attached hereto and made a part hereof unto GRANTEE. TO HAVE AND TO HOLD all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said GRANTEE.

SECTION 3. That the terms and conditions contained in this ordinance and the application for the abandonment previously submitted to the City shall be binding upon GRANTEE, its successors and assigns.

SECTION 4. That the abandonment provided for herein is made subject to all present zoning and deed restrictions, if the latter exist, and is subject to all existing easement right of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise.

SECTION 5. That the abandonment and quitclaim provided for herein shall extend only to the public right, title, easement and interest, and shall be construed to extend only to that interest the Governing Body of the City of Grand Prairie may legally and lawfully abandon and vacate.

SECTION 6. That as a condition of this abandonment and as a part of the consideration for the quitclaim to GRANTEE herein, GRANTEE, his heirs, executors and assigns, agree to indemnify, defend, release and hold the City of Grand Prairie whole and harmless against any and all claims for damages, costs or expenses to persons or property that may arise out of, or be occasioned by or from the abandonment, closing, vacation, and quitclaim by the City of Grand Prairie of the area set out in "Exhibit A". GRANTEE his heirs, executors and assigns hereby agree to defend any and all suits, claims, or causes of action brought against the City on account of same and discharge any judgment or judgments that may be rendered against the City of Grand Prairie in connection therewith.

SECTION 7. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Official Public Records of Tarrant County, Texas, and shall deliver to GRANTEE a certified copy of this ordinance, and the City Manager is authorized to sign a quitclaim deed on behalf of the City, subject to the conditions herein specified.

SECTION 8. That this ordinance shall take effect immediately from and after its passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20TH DAY OF SEPTEMBER 2022.

EXHIBIT 'A'

STREET RIGHT OF WAY ABANDONMENT

Part of Red Hawk Drive
W.J. Whiting Survey, Abstract No. 1614
City of Grand Prairie, Tarrant County, Texas

DESCRIPTION, of a 1,380 square foot (0.032 acre) tract of land situated in the W.J. Whiting Survey, Abstract No. 1614, City of Grand Prairie, Tarrant County, Texas; said tract being part of Red Hawk Drive (a variable width right-of-way) dedicated by the plat of Hawco Business Park Addition, Section 1, an addition to the City of Grand Prairie, Texas recorded in Volume 388-133, Page 58 in the Plat Records of Tarrant County, Texas; said 1,380 square foot (0.032 acre) tract being more particularly described as follows (Bearing system for this survey is based on the State Plane Coordinate System, North American Datum 1983 (Adjustment Realization 2011), Texas North Central Zone 4202. Distances reported have been scaled by applying the Tarrant County surface adjustment factor of 1.00012.):

COMMENCING, at a 5/8-inch iron rod with "PACHECO KOCH" cap found for corner at the intersection of the north right-of-way line of said Red Hawk Drive and the east right-of-way line of State Highway No. 360 (aka: South Watson Road, a variable width right-of-way); said point being the westernmost southwest corner of that certain tract of land described in Warranty Deed with Vendor's Lien to Chuan K. Liu recorded in Volume 10509, Page 501 in the Deed Records of Tarrant County, Texas and South 12 degrees, 35 minutes, 27 seconds East, a distance of 75.49 feet from a 3-inch brass TxDOT disk found (Controlling Monument) at an angle point in the said east line of State Highway No. 360 and the westernmost west line of said Chuan K. Liu tract;

THENCE, North 89 degrees, 57 minutes, 16 seconds East, departing the said east line of State Highway No. 360 and along the said north line of Red Hawk Drive and the southernmost south line of said Chuan K. Liu tract, a distance of 478.93 feet to a 5/8-inch iron rod with "PACHECO KOCH" cap found for corner; said point being an angle point in the said north line of Red Hawk Drive, the westernmost southeast corner of said Chuan K. Liu tract and the **POINT OF BEGINNING** of the herein described property;

THENCE, North 00 degrees, 56 minutes, 48 seconds West, along an offset in the said north line of Red Hawk Drive and the westernmost east line of said Chuan K. Liu tract, a distance of 23.00 feet to a 5/8-inch iron rod with "PACHECO KOCH" cap found for corner; said point being a reentrant corner of said Chuan K. Liu tract and an angle point in the said north line of Red Hawk Drive;

THENCE, North 89 degrees, 57 minutes, 16 seconds East, continuing along an offset in the said north line of Red Hawk Drive and along the northernmost south line of said Chuan K. Liu tract, a distance of 60.01 feet to a 5/8-inch iron rod with "PACHECO KOCH" cap found for corner; said point being a reentrant corner of said Chuan K. Liu tract and an angle point in the said north line of Red Hawk Drive;

THENCE, South 00 degrees, 56 minutes, 48 seconds East, continuing along an offset in the said north line of Red Hawk Drive and along the easternmost west line of said Chuan K. Liu tract, a distance of 23.00 feet to a point for corner; said point being the easternmost southwest corner of said Chuan K. Liu tract and an angle point in the said north line of Red Hawk Drive;

EXHIBIT 'A'

STREET RIGHT OF WAY ABANDONMENT (Continued)

THENCE, South 89 degrees, 57 minutes, 16 seconds West, into, over and across said Red Hawk Drive right-of-way along a westward prolongation of said north line of Red Hawk Drive, a distance of 60.01 feet to the **POINT OF BEGINNING**;

CONTAINING, 1,380 square feet or 0.032 acre of land, more or less.

(A survey plat of even survey date herewith accompanies this description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the abandonment tract described.

Michael C. Clover
Registered Professional Land Surveyor No. 5225
Pacheco Koch Consulting Engineers, Inc.
Pacheco Koch, LLC
7557 Rambler Road, Suite 1400, Dallas, TX 75231
(972) 235-3031
TX Reg. Surveying Firm LS-10008000

Date *04/24/2022*

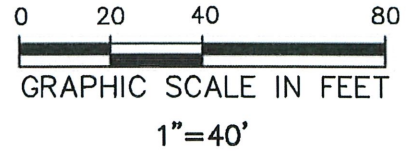


5306-22.230EX1.docx
5306-22.230EX1.dwg ECL

EXHIBIT 'A'

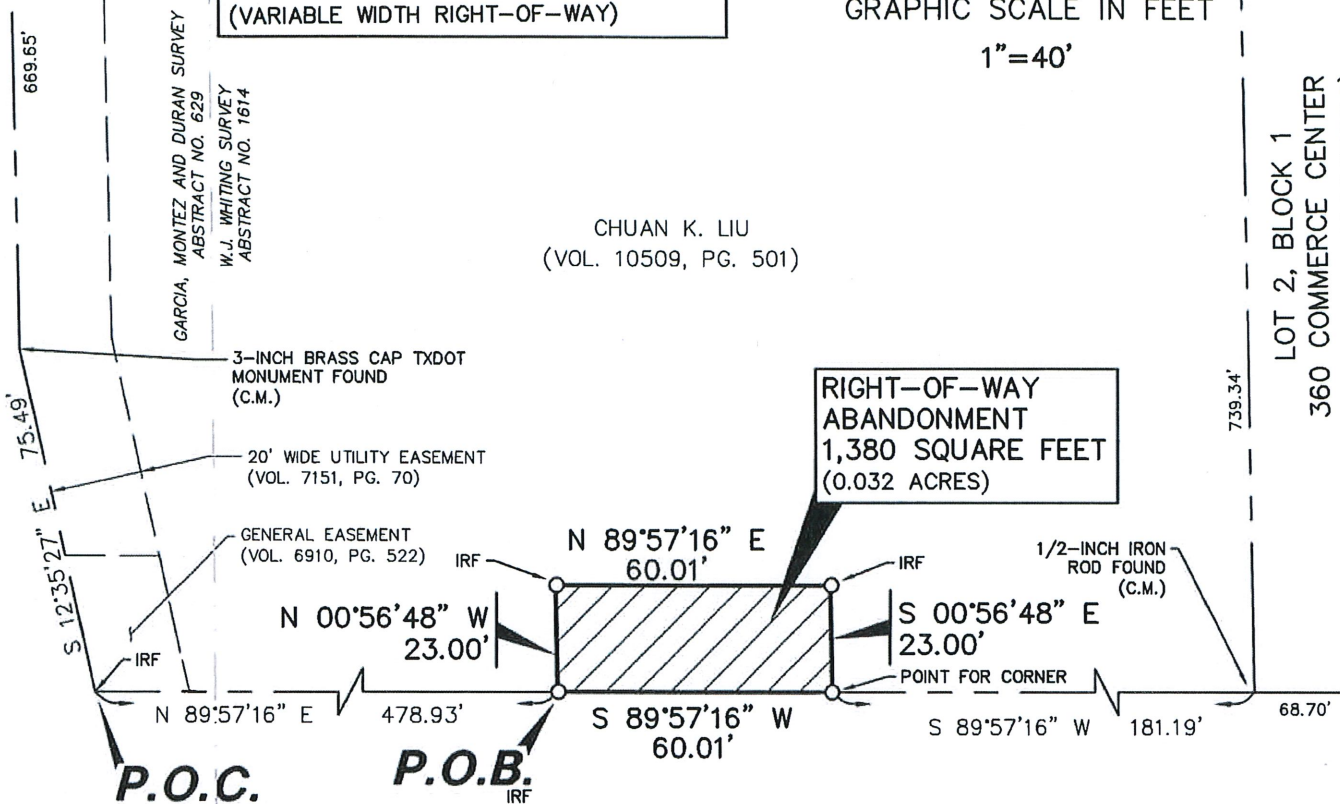
Item 56.

**STATE HIGHWAY
NO. 360 (SOUTH
WATSON ROAD)**
(VARIABLE WIDTH RIGHT-OF-WAY)



LOT 2, BLOCK 1
360 COMMERCE CENTER
(INST. NO. D199027204)

CHUAN K. LIU
(VOL. 10509, PG. 501)



**RIGHT-OF-WAY
ABANDONMENT
1,380 SQUARE FEET
(0.032 ACRES)**

RED HAWK DRIVE
(VARIABLE WIDTH RIGHT-OF-WAY)

LEGEND	
---	PROPERTY LINE
---	R.O.W ABANDONMENT LINE
---	EXISTING EASEMENT LINE
---	ABSTRACT LINE
○	POINT FOR CORNER (UNLESS OTHERWISE NOTED)
(C.M.)	CONTROLLING MONUMENT
IRF	5/8-INCH IRON W/"PACHECO KOCH" CAP FOUND
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING

SITE A, HAWCO BUSINESS
PARK ADDITION SECTION 1
(VOL. 388-133, PG. 58)

NOTES:

1. A metes and bounds description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on the State Plane Coordinate System, North American Datum of 1983 (Adjustment realization 2011), Texas North Central Zone 4202. Distances reported have been scaled by applying the Tarrant County surface adjustment factor of 1.00012.
3. The survey abstract line shown hereon is approximate and not located on the ground.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the abandonment tract described.



Michael C. Clover
Registered Professional
Land Surveyor No. 5225

Date 06/24/2022
TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-10008000

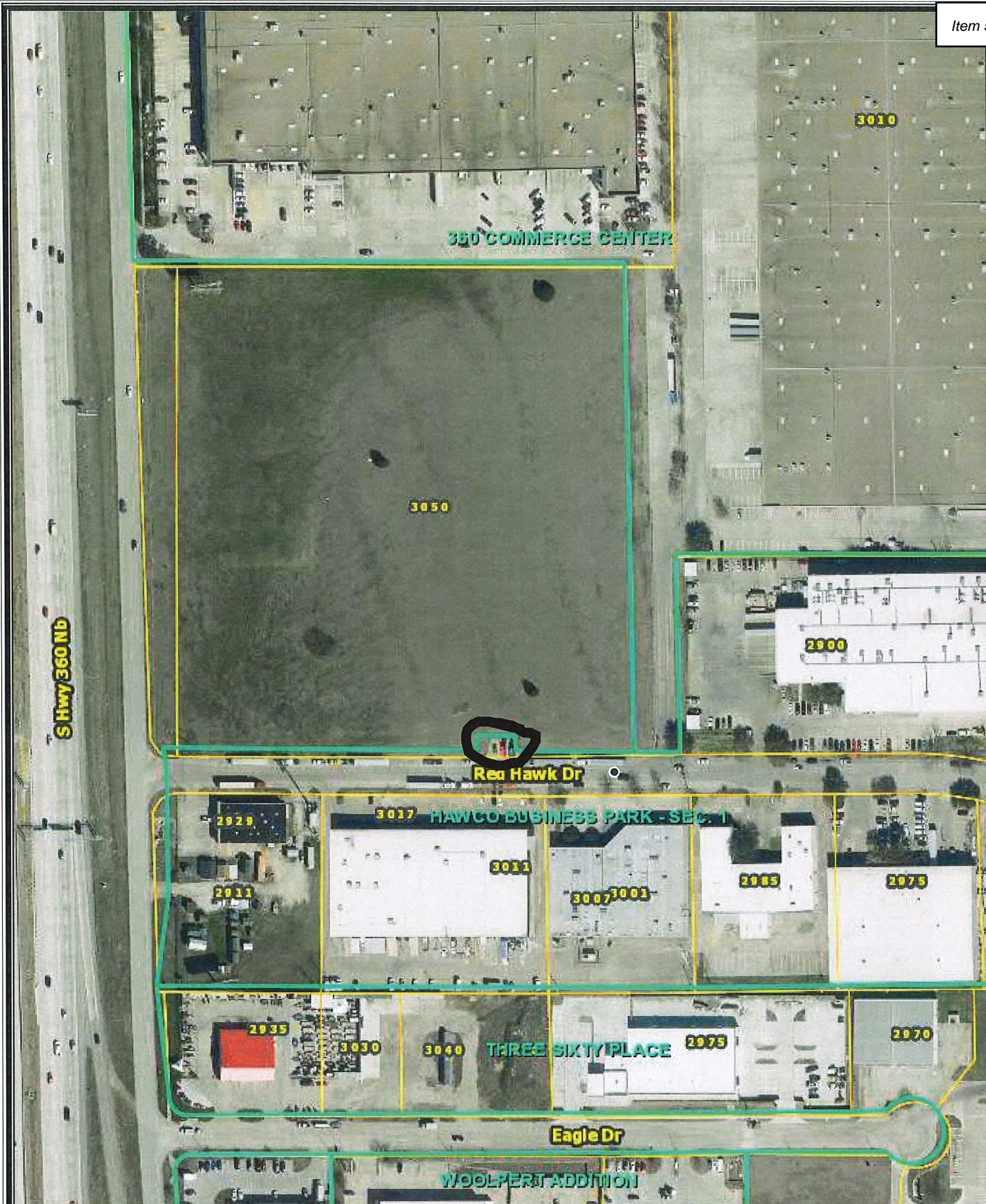
**STREET RIGHT-OF-WAY
ABANDONMENT**

PART OF RED HAWK DRIVE
W.J. WHITING SURVEY, ABSTRACT NO. 1614,
CITY OF GRAND PRAIRIE,
TARRANT COUNTY, TEXAS
PAGE 3 OF 3

Pacheco Koch
a Westwood company

7557 RAMBLER ROAD SUITE 1400
DALLAS, TX 75231
972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
ECL	MCC	1"=40'	JUNE 2022	5306-22.230



0.02 0 0.02 mi

Grand Prairie Maps

Date: 8/18/2022 Time: 10:13:59 AM

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



Grand Prairie TEXAS



Subdivisions



Parcels

EXHIBIT 'B'



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 09/20/2022

REQUESTER: Steve Plumer, Park Planning and Development Manager

PRESENTER: Duane Strawn, Director Parks, Arts and Recreation Department

TITLE: Ordinance amending the FY2021/2022 Capital Improvement Projects Budget; Change Order No. 2 with Fast General Contracting for, wrought iron fence replacement, substitution of hydroseed in lieu of sod and to ratify the payment for irrigation pipe relocation and sprinkler head installation in the total amount of \$28,120, for a total project cost of \$465,504

RECOMMENDED ACTION: Approve

ANALYSIS:

With the expansion of the additional gardens at Grand Prairie Memorial Gardens, an extension of the perimeter wall is needed to enhance the design of these spaces. Additionally, upon inspection of the existing wall, it was determined that replacement of the entire remaining wall was necessary due to an unavoidable ground structural failure.

In November 2020, CMO approved a professional services contract with Salcedo Group, Inc. for professional engineering services. Plans were developed to replace the existing screen wall and construct additional screen wall for the Grand Prairie Memorial Gardens.

On August 3, 2021, City Council approved a construction contract with Fast General Contracting in the amount of \$387,450 for the demolition and replacement of the decorative screening wall at Grand Prairie Memorial Gardens. Upon start of construction of the support piers, it was determined that soil conditions required additional piers at a deeper length, additional rebar and concrete, and a drainage structure and pipe to move rainwater under the wall.

Change Order/Amendment No. 1 in the amount of \$49,934 was approved by City Council on June 21, 2022 for the labor, materials, and equipment for these additional construction items due to unforeseen conditions. Additional piers at a deeper depth, additional rebar and concrete, and a drainage structure and pipe to move rainwater under the wall was included. An additional amount of \$10,066 was added to be used to recover the grounds around the fence area once the project is complete and will include replacement turf and landscape and ornamental features as necessary.

Change Order/Amendment No. 2 in the amount of \$28,120 is for the relocation of an irrigation main line, irrigation lateral line, the replacement of 20 sprinkler heads, the replacement of aging wrought iron fencing and the substitution to seeded turf from sodded turf (net of all contractor credits). The relocation of the irrigation system was required even though the new design plans reflected the exact same location of the current wall but due to the extensive core drills required for wall stability, Oncor requested the new wall design to be moved two feet onto City property to avoid conflict with overhead power lines during core drilling.

This item was presented to the Finance and Government Committee on September 6, 2022 for review and approval.

FINANCIAL CONSIDERATION:

Funding for the Grand Prairie Memorial Gardens Perimeter Wall Improvements Change Order No. 2 is available by drawing down on current project fund balance of \$10,066 in the Cemetery Capital Project Fund (316310), WO #02113303 and by approving an ordinance transferring and appropriating the remaining total of \$18,054 from the unobligated fund balance in the Cemetery Operating Fund (3190) to the Cemetery Capital Project Fund (316310), WO #02113303 (Grand Prairie Memorial Gardens Perimeter Wall Improvements) for a total of \$28,120.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2021/2022 CAPITAL IMPROVEMENT PROJECTS BUDGET BY TRANSFERRING AND APPROPRIATING \$18,054 FROM THE UNOBLIGATED FUND BALANCE IN THE CEMETERY OPERATING FUND (3190) TO THE CEMETERY CAPITAL PROJECT FUND (316310), WO #02113303 (GRAND PRAIRIE MEMORIAL GARDENS PERIMETER WALL IMPROVEMENTS); AND PROVIDING AN EFFECTIVE DATE

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

SECTION 1. THAT the FY 2021/2022 CAPITAL IMPROVEMENT PROJECTS BUDGET be amended by transferring and appropriating \$18,054 from the unobligated fund balance in the Cemetery Operating Fund (3190) to Cemetery Capital Project Fund (316310), WO #02113303 (Grand Prairie Memorial Gardens Perimeter Wall Improvements).

SECTION 2. THAT this Ordinance shall be and become effective immediately upon and after its passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, SEPTEMBER 20, 2022.

CITY OF GRAND PRAIRIE CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 316310 - 02113303
 Project Title: GP Memorial Gardens Perimeter Wall
 Current Request: \$18,054.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Construction (68540)	\$447,450	\$10,066	\$18,054	\$28,120	\$465,504
				\$0	\$0
					\$0
					\$0
					\$0
					\$0
					\$0
TOTAL	\$447,450	\$10,066	\$18,054	\$28,120	\$465,504



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 09/20/2022

REQUESTER: Jordan Bowens

PRESENTER: Walter Shumac III, Director of Transportation

TITLE: Ordinance amending the FY 2021/2022 Capital Improvements Projects Budget; Professional Consultant Contract with Pacheco Koch Consulting Engineering, Inc. for the Main Street Roadway Improvements in the amount of \$49,000 for a total project cost of \$3,159,003.00 (The Finance and Government Committee reviewed this item on 09/06/2022)

RECOMMENDED ACTION: Approve

ANALYSIS:

The project consists of design schematics, environmental documents, construction documents, and bidding phase services to convert approximately 1.6 miles on Main Street (SH180), from SH161 to east of Belt Line (FM1382), from a four-lane divided urban roadway with a flush median to a two-lane divided urban roadway with a raised median with landscape enhancements, traffic channelization, water, sewer and drainage upgrades, two signalized intersections and parking at selected locations.

Request for Qualifications #21005 was advertised and distributed to 37 professional engineering firms, including 1 Grand Prairie firm and 20 HUBs. The City received 9 submittals from interested firms. Staff evaluated all the submittals and selected Pacheco Koch as the finalist due to their previous engineering work and their understanding of the project with a clear and decisive process for project delivery.

On March 3, 2021, the City Council awarded a Design/Build Contract in the amount of \$3,110,003.00 to Pacheco Koch Consulting Engineering, Inc. for the Main Street Roadway Improvements.

Current Change Order/Amendment No. 1 in the amount of \$49,000 represents increased pricing associated with surveying services and engineering services.

FINANCIAL CONSIDERATION:

Funding in the amount of \$49,000.00 for the change order with Pacheco Koch Consulting Engineers is available by approving the use of unobligated funds from the Streets Capital Improvement Projects Fund (400192) and applying them to Activity Number 02111501 (Main St. Roadway Improvements) in the same fund (400192) for Professional Services.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2021/2022 CAPITAL IMPROVEMENT PROJECT BUDGET BY TRANSFERRING AND APPROPRIATING \$49,000 FROM THE UNOBLIGATED FUND BALANCE IN THE STREET CAPITAL PROJECTS FUND (400192) TO WO#02111501 (MAIN STREET ROADWAY IMPROVEMENTS STRT)

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

SECTION 1. THAT the FY 2021/202 Capital Improvement Projects Budget be amended by transferring and appropriating \$49,000 from the unobligated fund balance in the Street Capital Project Fund (400192) to WO#02111501 (Main Street Roadway Improvements STRT).

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20TH DAY OF SEPTEMBER 2022.



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 09/20/2022

REQUESTER: Lisa Norris, Civil Service Director

PRESENTER: Lisa Norris, Human Resources/Civil Service Director

TITLE: Ordinance amending the Step Plan Pay Scale for Civil Service Police and Fire Employees

RECOMMENDED ACTION: Approve

ANALYSIS:

Overall salary increases were proposed in the Fiscal Year 2023 budget documents. If approved, the budget includes a pay increase for civil service personnel. This separate ordinance is being proposed to reflect the pay increase for civil service personnel as the civil service pay scales must be approved by the governing body.

FINANCIAL CONSIDERATION:

Funding is available in the FY 2022/2023 budget.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE STEP PLAN PAY SCALES FOR GRAND PRAIRIE POLICE AND FIRE CIVIL SERVICE EMPLOYEES

WHEREAS, the City of Grand Prairie has adopted Chapter 143 of the Local Government Code, or “Civil Service”; and

WHEREAS, the City Council has the authority as the “Governing Body”, under Chapter 143 to establish pay rates and seniority pay for civil service employees; and

WHEREAS, the City Council has established Step Plan Pay Scales for Police and Fire Civil Service Employees; and

WHEREAS, the City Council wishes to provide a market/cost of living adjustment for Police and Fire Civil Service Employees;

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

SECTION 1. That the City Council hereby finds the statements made in the preamble are true and correct.

SECTION 2. That the City Council authorizes the Step Plan Pay Scale for Police Civil Service employees as outlined in Exhibit “A” effective October 8, 2022.

SECTION 3. That the City Council authorizes the Step Plan Pay Scale for Fire Civil Service employees as outlined in Exhibit “B” effective October 8, 2022.

SECTION 4. 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 the validity of the remaining portions thereof.

SECTION 5. This ordinance shall be effective immediately upon passage and approval and will be effective until repealed by the City Council or amended by a subsequent Ordinance.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS ON THIS THE 20TH DAY OF SEPTEMBER 2022.



**City of Grand Prairie
Police Civil Service Pay Plan
Effective 10-08-2022**

	STEP	1	2	3	4	5	6	7	8
	YOS	0	1	2	3	4	5	6-11	12+
Police Officer GRADE: 1	Hourly	\$36.0488	\$37.8512	\$39.7418	\$41.7325	\$43.8232	\$46.0138	\$48.3146	\$49.7589
	Est. Monthly	\$6,248.46	\$6,560.87	\$6,888.58	\$7,233.63	\$7,596.02	\$7,975.73	\$8,374.53	\$8,624.88
	Est. Annually	\$74,982	\$78,730	\$82,663	\$86,804	\$91,152	\$95,709	\$100,494	\$103,499

Police Sergeant GRADE: 2	Hourly	\$51.8978	\$54.4900	\$57.2143
	Est. Annually	\$107,947	\$113,339	\$119,006

Police Lieutenant GRADE: 3	Hourly	\$59.8814	\$62.8750	\$66.0197
	Est. Annually	\$124,553	\$130,780	\$137,321

Police Deputy Chief GRADE: 4	Hourly	\$69.1078	\$72.5633	\$76.1915
	Est. Annually	\$143,744	\$150,932	\$158,478

Police Asst Chief GRADE: 5	Hourly	\$86.8223	\$91.1633
	Est. Annually	\$180,590	\$189,620

- A) Employees will move to the next step at annual anniversary date
- B) Once employee is topped-out, the anniversary date will be October 1st
- C) An employee will start at the minimum step if promoted to a higher rank and will have a new anniversary date one year from promotion date



**City of Grand Prairie
Fire Civil Service Pay Plan
Effective 10-8-2022**

FIRE	STEP	1	2	3	4	5	6	7
	YOS	0	1	2	3	4	5	6+
Firefighter GRADE: 1	Hourly (40)	\$35.9398	\$37.7372	\$39.6239	\$41.6103	\$43.6957	\$45.8808	\$47.0276
	Hourly (56)	\$25.6712	\$26.9549	\$28.3027	\$29.7215	\$31.2112	\$32.7718	\$33.5911
	Est. Annually	\$74,755	\$78,493	\$82,418	\$86,549	\$90,887	\$95,432	\$97,817

Fire Engineer GRADE: 2	Hourly (40)	\$49.0322	\$50.2580
	Hourly (56)	\$35.0229	\$35.8984
	Est. Annually	\$101,987	\$104,537

Fire Lieutenant GRADE: 3	Hourly (40)	\$52.4840	\$55.1077
	Hourly (56)	\$37.4883	\$39.3625
	Est. Annually	\$109,167	\$114,624

Fire Captain GRADE: 4	Hourly (40)	\$58.3842	\$61.3035
	Hourly (56)	\$41.7029	\$43.7882
	Est. Annually	\$121,439	\$127,511

Fire Battalion Chief GRADE: 5	Hourly (40)	\$66.4263	\$69.7464
	Hourly (56)	\$47.4473	\$49.8187
	Est. Annually	\$138,167	\$145,073

Assistant Fire Chief GRADE: 6	Hourly (40)	\$79.3657	\$83.3337
	Est. Annually	\$165,081	\$173,334

- A) Employees will move to the next step at annual anniversary date
- B) Once employee is topped-out, the anniversary date will be October 1st
- C) An employee will start at the minimum step if promoted to a higher rank and will have a new anniversary date one year from promotion date



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 09/20/2022

REQUESTER: Lisa Norris

PRESENTER: Lisa Norris, Civil Service Director

TITLE: Ordinance Amending the Special Pay Types and Amounts for Police Civil Service Employees

RECOMMENDED ACTION: Approve

ANALYSIS:

The City of Grand Prairie adopted Civil Service and is required to comply with Chapter 143 of the Local Government Code. Chapter 143 requires the governing body of a civil service city to establish civil service employee compensation by ordinance. In addition to their regularly established pay, police civil service employees may receive seniority pay, longevity pay, assignment pay, shift differential pay, educational incentive pay, and certification pay based upon their assignment and qualifications. This ordinance establishes the pay categories and amounts as contemplated in the proposed FY 2022/2023 budget.

FINANCIAL CONSIDERATION:

Funding will be provided in the FY 2022/2023 budget.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE SPECIAL PAY TYPES AND AMOUNTS FOR CIVIL SERVICE POLICE EMPLOYEES

WHEREAS, the City of Grand Prairie is subject to the Texas Local Government Code, and all statutory references contained herein are to the Texas Local Government Code; and

WHEREAS, the City of Grand Prairie has adopted “Civil Service” as provided in Chapter 143; and

WHEREAS, the City Council has the authority as the “Governing Body”, under Chapter 143 and specifically Subchapter C - Compensation, to set extra pay types by ordinance as defined in that section for classified police positions; and

WHEREAS, the City of Grand Prairie recognizes that recruiting persons with prior full time paid law enforcement experience and/or additional qualifications and education is an asset to the City of Grand

Prairie Police Department and to the citizens; and

WHEREAS, authorizing extra pays in addition to the City's pay schedule helps it remain competitive in the market for recruitment and retention efforts; and

WHEREAS, the City Council adopts the Grand Prairie Police Department Step Plan Pay Scale and all applicable extra pay types annually as part of the City's Budget, and this ordinance is intended to explicate and supplement the budget and Step Plan Pay Scale ordinances;

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

SECTION 1. The City Council hereby finds the statements made in the preamble are true and correct and incorporated herein for all purposes.

SECTION 2. The below eligible pay types and amounts are authorized by City Council for Police Officers in addition to the base pay received under the adopted Step Plan Pay Scale:

1. **Seniority Pay Authorized by Section 143.041(c)(1)**

a. Prior Police Experience - Lateral:

- i. The City of Grand Prairie authorizes seniority pay for officers who have continuously worked for the City of Grand Prairie through the step pay plan, adopted by separate ordinance, which is commensurate with an officer's years of service, in their classification, with the City of Grand Prairie.
- ii. Applicants for police officer positions who have at least two years of continuous service as a paid, full-time Certified Peace Officer with the last day of their continuous service being no more than three (3) years from the date they most recently applied to be a Grand Prairie Police Officer shall qualify for Lateral Seniority Pay.
- iii. Applicants qualifying for Lateral Seniority Pay shall be placed at the step in the police pay schedule commensurate with their qualified complete years of experience as a Certified Peace Officer up to, but not exceeding the rate of pay specified as the beginning pay level of Step 7.
- iv. Certified Peace Officer means a person who performs duties similar to those of a Grand Prairie Police Officer and has authority to enforce laws, investigate crime, make arrests, respond to a call for service, carry a firearm, and use discretion as part of their assigned duties.
- v. The Chief of Police shall make the final determination as to whether an applicant was a Certified Peace Officer as defined herein for the purposes of Seniority Lateral Pay, and the Chief's decision shall be final and non-appealable to the Civil Service Commission or to any court.

- b. Prior Police Experience – Reinstated**
- i. A peace officer who separates from the Grand Prairie Police Department on good terms and qualifies for reappointment under the City of Grand Prairie Fire Fighter and Police Officer Local Civil Service Rules and Regulations shall be placed in the same step of the step plan pay schedule they held at the time of their employment separation, unless they separated while at a supervisory rank or continued to work elsewhere as a Certified Peace Officer, as defined above, after their separation.
 - ii. If a reinstated officer separated while in a supervisory capacity or continued to work as a Certified Peace Officer, as defined above, after separating, the officer's pay upon reinstatement shall be at the police officer pay step corresponding with the officer's total prior years of service as a Certified Peace Officer.
- c. Stability Pay**
- i. Subject to available funding and approval in the annual budget, civil service police employees shall be paid Stability Pay based on continuous months of service following the employee's most recent hire date in the same manner and amount as other full-time City of Grand Prairie employees.
 - ii. Stability pay is administered in accordance with City policy.
 - iii. City-authorized Stability pay is not guaranteed.
- 2. Longevity Pay Authorized by Section 143.041(c)(1):**
- a. Police civil service employees shall be paid statutory Longevity pay at the rate of \$4.00 per month for each year of service in the police department as a civil service employee, up to twenty-five (25) years, in accordance with City policy and Texas Local Government Code Section 141.032.
 - b. City policy provides specifics on administration, application and any limits that apply in accordance with State Law.
- 3. Assignment Pay Authorized by Sections 143.042 and 143.043:**
- a. **Field Training Officer (FTO) Pay:**
 - i. Field Officer Training Pay shall be paid to City of Grand Prairie full-time Police Officers at a rate of \$175 per month as authorized and/or designated by the Chief of Police to perform field training officer functions.
 - b. **Mounted Police Unit (MPU)**
 - i. Officers assigned to the Mounted Police Unit shall be paid Mounted Police Unit assignment pay at a rate of \$150 per month.
 - c. **Certified Dive Team (CPDV)**
 - i. Civil service police employees of the rank of Police Officer or Sergeant who are assigned to the Lake Patrol Unit, qualified to be divers, as evidenced by a valid Public Safety Diver certification, and designated as a dive team member by the Police Chief, shall be paid Certified Dive Team assignment pay at a rate of \$75 per month.
- 4. Certification Pay Authorized by Section 143.044(b):**
- a. Officers obtaining either an Intermediate, Advanced, or Master Certification level from Texas Commission on Law Enforcement (TCOLE) shall be paid certification pay at a rate of \$60 per

month for Intermediate Certification, \$80 per month for Advanced Certification; or \$125 per month for Master Certification.

- b. Officers are eligible to receive only one certification pay based on the highest eligible certification obtained.

5. **Educational Incentive Pay Authorized by Section 143.044(c):**

- a. Education pay shall be paid at a rate of \$50 per month for an eligible Associates degree; \$125 per month for an eligible Bachelors Degree; or \$150 per month for an eligible Masters Degree.
- b. Eligible degrees are from colleges or universities accredited by the United States Department of Education or Council for Higher Education.
- c. Employees are eligible to receive only one Educational Incentive based on the highest degree level obtained. Employees are not eligible to receive Educational Incentive for a particular degree until the employee provides Police Administration with official documentation, from the college or university, establishing such degree has been obtained.

6. **Shift Differential Pay Authorized by Section 143.047(a):**

- a. Effective October 17, 2015, Shift Differential pay shall be paid at a rate of \$28.8462 per work week, which is equivalent to \$1,500 per year, while on a qualified shift in a position authorized to receive such pay.
- b. Shift Differential Pay applies only to officers who have completed field training and are assigned to a shift in which more than fifty (50) percent of the time worked falls after 6:00 p.m. and before 6:00 a.m. in accordance with Section 143.047(a).

SECTION 3. With the exception of longevity pay, which is controlled by Section 141.032 and City policy, all monthly rates specified herein shall be earned weekly and paid on each regular pay check, for each week in which the employee meets the pay qualifications for the majority of the week, using the formula:

“Monthly Rate multiplied by 12 divided by 52 equals weekly rate”

SECTION 4. The scope of this ordinance is limited to compensation, and the seniority pays provided herein shall not be interpreted as granting seniority within the Department or for any other purpose. Detailed rules and regulations for qualifying standards, eligibility, and administration of pay types provided in this ordinance shall be established in and governed by City and/or Police Department policies with such policies being subject to change as needed and approved by the City Manager to the extent they do not conflict with the criteria established herein.

SECTION 5. Any police civil service employee mistakenly receiving pay for which the employee is not eligible will be required to reimburse the city for the total amount which was overpaid through payroll deduction. If necessary, the payroll deduction may be spread across multiple pay periods to ensure the employee’s pay is at or above minimum wage.

SECTION 6. 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 7. 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 the validity of the remaining portions thereof.

SECTION 8. This ordinance is effective October 8, 2022 until repealed or amended by a subsequent Ordinance.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20TH DAY OF SEPTEMBER 2022.



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 09/20/2022

REQUESTER: Lisa Norris

PRESENTER: Lisa Norris, Civil Service Director

TITLE: Ordinance Amending the Special Pay Types and Amounts for Fire Civil Service Employees

RECOMMENDED ACTION: Approve

ANALYSIS:

The City of Grand Prairie adopted Civil Service and is required to comply with Chapter 143 of the Texas Local Government Code. Chapter 143 requires the governing body of a civil service city to establish civil service employee compensation by ordinance. In addition to their regularly established pay, fire civil service employees may receive seniority pay, longevity pay, assignment pay, shift differential pay, educational incentive pay, and certification pay based upon their assignment and qualifications. This ordinance establishes the pay categories and amounts as contemplated in the proposed FY 2022/2023 budget.

FINANCIAL CONSIDERATION:

Funding will be provided in the FY 2022/2023 budget.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE SPECIAL PAY TYPES AND AMOUNTS FOR CIVIL SERVICE FIRE EMPLOYEES

WHEREAS, the City of Grand Prairie is subject to the Texas Local Government Code, and all statutory references contained herein are to the Texas Local Government Code; and

WHEREAS, the City of Grand Prairie has adopted “Civil Service” as provided in Chapter 143; and

WHEREAS, the City Council has the authority as the “Governing Body”, under Chapter 143 and specifically Subchapter C - Compensation, to set extra pay types by ordinance as defined in that section for classified fire positions; and

WHEREAS, the City of Grand Prairie recognizes that certain assignments within the fire department require firefighters to perform specialized functions in the department; and

WHEREAS, authorizing extra pays in addition to the City's pay schedule helps the City maintain a Fire Department with high standards and quality personnel; and

WHEREAS, the City Council adopts the Grand Prairie Fire Department Step Plan Pay Scale and all applicable extra pay types annually as part of the City's Budget, and this ordinance is intended to explicate and supplement the budget and Step Plan Pay Scale ordinances;

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

SECTION 1. The City Council hereby finds the statements made in the preamble are true and correct and incorporated herein for all purposes.

SECTION 2. The below eligible pay types and amounts are authorized by City Council for Fire Civil Service employees in addition to the base pay received under the adopted Step Plan Pay Scale:

1. **Seniority Pay Authorized by Section 143.041(c)(1):**

a. **Step Pay**

- i. The City of Grand Prairie authorizes seniority pay, through the step pay plan adopted by separate ordinance, which is commensurate with a fire fighter's years of service, in their classification, with the City of Grand Prairie.

b. **Stability Pay**

- i. Subject to funding and approval in the annual budget, civil service fire employees shall be paid Stability Pay based on continuous months of service following the employee's most recent hire date in the same manner and amount as other full-time City of Grand Prairie employees.
- ii. Stability pay is administered in accordance with City policy.
- iii. City-authorized Stability pay is not guaranteed and may be changed or stopped at the discretion of the City manager and is subject to available funding.

2. **Longevity Pay Authorized by Section 143.041(c)(1):**

- a. Fire civil service employees shall be paid statutory Longevity pay at the rate of \$4.00 per month for each year of service in the fire department as a civil service employee, up to twenty-five (25) years, in accordance with City policy and Texas Local Government Code Section 141.032.
- b. City policy provides specifics on administration, application and any limits that apply in accordance with State Law.

3. **Assignment Pay Authorized by Sections 143.042:**

a. **Field Training Officer (FTO) Pay:**

- i. Civil service fire employees who are designated by the Fire Chief as Field Training Officers shall be paid Field Training Officer Pay for every hour in which the employee is assigned to serve as and actively serves as a field training officer for a probationary fire civil service employee. Field Training Officer Pay shall be paid hourly at a rate of \$40 per 24 hours.

- b. **Fire Support and Medical Services**
 - i. Civil Service Fire employees assigned by the Fire Chief to the Fire Support Services Division or the Fire Medical Services Division to perform a specialized function such as training or fire prevention shall be paid assignment pay at a rate of \$350 per month. Employees temporarily assigned to assist qualifying positions while on light or restricted duty do not qualify for this assignment pay. Employees may be reassigned by the Fire Chief at any time and for any reason, including that the employee will be unavailable or unable to perform the specialized function for a period of one week or more.
 - c. **Paramedic Pay**
 - i. All civil service fire employees who have obtained the certification of EMT-Paramedic through the designated agency of the state of Texas, currently the Texas Department of State Health Services, are assigned to utilize their special paramedic training as needed and shall be paid assignment pay at a rate of \$200 per month.
 - d. **Box Pay**
 - i. Civil service fire employees shall be paid Box Pay for every hour in which the employee is assigned by the Fire Chief or his designee to work and does work on an ambulance. Box pay shall be paid hourly at a rate of \$40 per 24-hours. A civil service employee who is not assigned to work on the ambulance for that shift but temporarily assists or rides on the ambulance due to a specific incident requiring additional ambulance personnel is not entitled to Box Pay for the time in which such assistance is provided.
 - e. **Dive Team**
 - i. Civil Service fire employees who are certified as Public Safety Divers, assigned to the designated Dive Team station(s), and assigned as active members of the Public Safety Dive Team shall be paid assignment pay at a rate of \$75 per month. Employees may be reassigned by the Fire Chief at any time and for any reason, including that the employee will be unavailable or unable to perform dive team duties for a period of one week or more.
 - f. **Hazardous Materials**
 - i. Civil Service fire employees assigned to the current, primary Hazmat station who have a valid Hazmat Technician certification and are designated by the Fire Chief as a member of the Hazardous Materials Team shall be paid assignment pay at a rate of \$75 per month. Employees may be reassigned by the Fire Chief at any time and for any reason, including that the employee will be unavailable or unable to perform hazardous materials team duties for a period of one week or more.
4. **Certification Pay Authorized by Section 143.044(b):**
- a. Civil Service fire employees obtaining either an Intermediate, Advanced, or Master Certification level from Texas Commission on Fire Protection shall be paid certification pay in the amount of \$60 per month for Intermediate Certification, \$80 per month for Advanced Certification; \$125 per month for Master Certification.
 - b. Employees are eligible to receive only one certification pay based on the highest eligible certification obtained.

5. Educational Incentive Pay Authorized by Section 143.044(c):

- a. Education pay shall be paid at a rate of \$125 per month for an eligible Bachelors Degree; or \$150 per month for an eligible Masters Degree.
- b. Eligible degrees are from colleges or universities accredited by the United States Department of Education or Council for Higher Education.
- c. Employees are eligible to receive only one Educational Incentive based on the highest degree level obtained. Employees are not eligible to receive Educational Incentive for a particular degree until the employee provides Fire Administration with official documentation, from the college or university, establishing such degree has been obtained.

SECTION 3. With the exception of longevity pay, which is controlled by Section 141.032 and City policy, all monthly rates specified herein shall be earned weekly and paid on each regular paycheck, for each week in which the employee meets the pay qualifications for the majority of the week, using the formula:

“Monthly Rate multiplied by 12 divided by 52 equals weekly rate”

SECTION 4. Detailed rules and regulations for qualifying standards, eligibility, and administration of the pay types provided herein shall be established in and governed by City and/or Fire Department policies with such policies being subject to change as needed and approved by the City Manager to the extent they do not conflict with the criteria established herein.

SECTION 5. Any fire civil service employee mistakenly receiving pay for which the employee is not eligible will be required to reimburse the city for the total amount which was overpaid through payroll deduction. If necessary, the payroll deduction may be spread across multiple pay periods to ensure the employee’s pay is at or above minimum wage.

SECTION 6. 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 7. 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 the validity of the remaining portions thereof.

SECTION 8. This ordinance is effective October 8, 2022 until repealed or amended by a subsequent Ordinance.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20TH DAY OF SEPTEMBER 2022.



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 09/20/2022

PRESENTER: Gabriel Johnson, Director of Public Works and Engineering

TITLE: Ordinance amending the Code of Ordinance, Chapter 26, "Utilities and Services" relating to fees for Water and Wastewater

REVIEWING COMMITTEE: Reviewed by the Finance and Government Committee on 09/06/2022

SUMMARY:

<i>Vendor Name:</i>	N/A
<i>Annual Cost/Total Cost:</i>	\$0.00
<i>Department:</i>	Water Utilities/Public Works
<i>Recommended Action:</i>	Approve

PURPOSE OF REQUEST:

A cost-of-Service Study has been conducted and determined the required water and wastewater rates necessary to continue to provide services to the community in compliance with federal and state regulations as well as community standards. The rates represent a revenue increase of 4.5% with the increases generally distributed across all customer and rate classes.

On July 27, 2022, the Finance and Government Committee reviewed the rate proposal, on August 18, 2022, at the budget workshop the City Council reviewed the rate proposal, and on September 6, 2022, the Finance and Government Committee reviewed a second time and recommends the rate changes as set forth below.

FINANCIAL CONSIDERATION:

The rate changes contained in this ordinance are expected to generate \$3,650,269 in additional revenues for the FY 2022/2023 Water Wastewater Fund.

ATTACHMENTS / SUPPORTING DOCUMENTS:

- 1- Proposed Ordinance
- 2- Rate Presentation

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 ARTICLES II AND III 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 to be charged and collected by the city from all customers obtaining service from the waterworks system of the city shall be and are hereby fixed as follows:

Quantity	Classification	Rate
Per 1,000 gallons, total usage 3,000 gallons or less	Residential	\$0.12
Per 1,000 gallons, if total usage more than 3,000 gallons, up to and including 20,000 gallons	Residential	\$4.87
Per 1,000 gallons, all quantities over 20,000 gallons	Residential	\$8.74
Per 1,000 gallons	Commercial	\$5.42
Per 1,000 gallons	Industrial	\$5.42
Per 1,000 gallons	Governmental	\$4.56

Monthly Base Charges (per Meter Size)

5/8" or 3/4"	\$ 16.96
1"	\$ 21.82
1 1/4"	\$ 26.09
1 1/2"	\$ 28.33
2"	\$ 49.23
3"	\$152.62
4"	\$189.20
6"	\$283.66
8"	\$394.79
10"	\$411.90
12"	\$433.40

(b) *Additional units.* A minimum fixed charge per month for water services furnished shall be made for the

first water connection made to quarters upon any premises and a unit charge of two dollars and fifty-seven cents (\$2.57) per month shall be made for each additional unit on such premises. The Director of Public Works shall determine whether additional units exist on any premises.”

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	\$ 60.90
2,500 to 7,499	\$ 121.82

7,500 to 19,999	\$ 292.34
20,000 to 49,999	\$ 877.07
50,000 to 99,999	\$1,510.52
Over 100,000	\$2,253.66

SECTION 4. 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 director of public works or designee and charged at ten dollars and seventeen cents (\$10.17) per one thousand (1,000) gallons and a monthly administration fee of one hundred fifty-two dollars and sixty-two cents (\$152.62). Readings must be self-reported monthly between the 20th-25th and returned for inspection every three months.”

SECTION 5. 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 public works 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 seventeen cents (\$10.17) per one thousand (1,000) gallons and a monthly administration fee of one hundred fifty-two dollars and sixty-two cents (\$152.62). Fire Hydrant meters readings must be self-reported monthly between the 20th-25th and returned for inspection every three months.”

SECTION 6. 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	\$5.02
Per 1,000 gallons	Commercial	\$6.49
Per 1,000 gallons	Industrial	\$6.49
Per 1,000 gallons	Government	\$5.39

Monthly Base Charges (per Meter Size)

5/8" or 3/4"	\$ 15.42
1"	\$ 16.70
1 1/4"	\$ 19.47
1 1/2"	\$ 20.30
2"	\$ 25.78
3"	\$ 38.17
4"	\$ 50.68
6"	\$ 78.64
8"	\$111.25
10"	\$142.43
12"	\$159.56

(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*: Gallons of wastewater shall be billed based at eighty per cent (80%) of water consumption, unless the Director of Public Works determines that 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 Director of Public Works, 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 Director of Public Works. 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, he shall determine the quantity of the sewage in any manner or method he 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*: A minimum fixed charge per month for wastewater services furnished shall be made for the first water connection made to quarters upon any premises and a unit charge of three dollars and forty cents (\$3.40) per month shall be made for each additional unit on such premises. The Director of Public Works shall determine whether additional units exist on any premises.

(4) *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-five dollars and sixty-seven cents (\$45.67) 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 public works 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 7. 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 8. 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 9. 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 10. That this Ordinance shall be and become effective October 1, 2022, after its passage and publication.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20th DAY OF SEPTEMBER 2022.



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/20/2022

PRESENTER: Gabriel Johnson, Director of Public Works and Engineering

TITLE: Change Order #1 in the amount of \$10,000.00 for the Fish Creek Stabilization project to verify existing conditions within the project area, accommodate changes with the design, and deliver 100% of documents to the City to the agreement with Teague, Nall, and Perkins, Inc for a total project cost of \$100,445.00 (The Finance and Government Committee reviewed this item on 09/06/2022)

SUMMARY:

<i>Vendor Name:</i>	Teague, Nall, and Perkins Inc
<i>Annual Cost/Total Cost:</i>	\$90,445.00
<i>Department:</i>	Planning and Development
<i>Recommended Action:</i>	Approve

PURPOSE OF REQUEST:

On November 5, 2019, Council awarded a contract for professional engineering services to Teague, Nall, and Perkins, Inc for an annual amount of \$90,445.00.

This change order #1 is to add \$10,000 additional fees to verify existing conditions within the project area, accommodate changes with the design, and deliver 100% of the documents to the City.

State statutes require City Council approval of a change order when the cumulative cost of the change order exceeds \$50,000. With the approval of this change order, the City Manager will be able to approve the change order to a cumulative value of \$50,000 without additional Council approval. The City, as an owner, reserves the right to increase the amount of the work to be performed in a given contract by an amount not to exceed twenty-five (25%) percent of the original bid.

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name: Wastewater Capital Projects	\$2,261.00 from 500692-68560 Fund, Activity 02011303, PO 391713 Contingency Line 3
	<input checked="" type="checkbox"/>	Fund Name: Water Capital Projects	\$2,261.00 from 500592-68560 Fund, Activity 02009703, PO 391713 Contingency Line 4

	<input checked="" type="checkbox"/>	Fund Name: Storm Drainage Capital Project Fund	\$5,478.00 from 401592-61041 Fund, Activity 02206303
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ATTACHMENTS / SUPPORTING DOCUMENTS:

- 1- Proposed Ordinance
- 2- Change Order Details

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, APPROVING THE USE OF CONTINGENCY FUNDS IN THE WASTEWATER CAPITAL PROJECTS FUND (500692), WO# 02011303 (FISH CREEK BANK STABILIZATION), IN THE AMOUNT OF \$2,261.00, AND THE WATER CAPITAL PROJECTS FUND (500592), WO #02009703 (FISH CREEK BANK STABILIZATION), IN THE AMOUNT OF \$2,261.00 AND APPROVING THE USE OF \$5,478.00 FROM THE STORM DRAINAGE CAPITAL PROJECTS FUND (401592), WO # 02206303 (FY22 MISCELLANEOUS EROSION PROJECTS)

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

SECTION 1. Approve the use of contingency funds in the Wastewater Capital Projects Fund (500692), WO# 02011303 (Fish Creek Bank Stabilization), in the amount of \$2,261.00, and the Water Capital Projects Fund (500592), WO #02009703 (Fish Creek Bank Stabilization), in the amount of \$2,261.00 and approving the use of \$5,478.00 from the Storm Drainage Capital Projects Fund (401592), WO # 02206303 (Fy22 Miscellaneous Erosion Projects).

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20th DAY OF SEPTEMBER 2022.

July 22, 2022

Mr. Ryan Harrell, PE, CFM
Stormwater Utility Manager
City of Grand Prairie
300 W. Main Street
Grand Prairie, TX 75050

RE: Fish Creek Bank Stabilization – Fee Amendment
TNP Project No.: GPR19468

Dear Mr. Harrell:

Per our previous conversations, based on the extended duration between the 90% and 100% submittals for the Fish Creek Bank Stabilization project additional TNP effort is needed to field verify existing conditions within the project area, accommodate changes with the design, and deliver 100% documents to the City. TNP offers the following fee amendment associated with the additional effort for your consideration.

Note: City comments revealed the presence of an existing 12” waterline within the vicinity of the proposed improvement. TNP does not anticipate the waterline to be in conflict with the project improvements. Therefore, scope related to replacing or adjusting the existing waterline is not included in this amendment.

The Scope of Basic Services outlined in Attachment A of the original contract, dated November 20, 2019, is hereby amended to include the following effort.

Task 3 – Construction Documents – CONSULTANT will:

- **Verify Existing Conditions** – Field verification of existing site to document changes
- **Plan Revisions** – Revise 100% plans & OPC that address the City 90% comments
- **Contract Documents** – Update contract docs based on 100% plans & OPC revisions
- **Hydraulic Analysis** – Update preliminary analysis using 100% construction documents for Fish Creek and provide memo documentation to facilitate the FDP.

Fee Breakdown

The not-to-exceed fee from the original contract (Article IV, Payment) is hereby adjusted to include compensation for the above-described changes in the Scope of Basic Services:

Original Fee for Fish Creek Erosion Protection Project:	\$ 90,445
<u>Amendment 1</u>	<u>\$ 10,000 (Fixed Fee)</u>
Amended Total Fee for Fish Creek Erosion Protection Project:	\$ 100,445

Sincerely,

tnp
teague nall & perkins


Jonathan Bengfort, P.E.

Approved by CLIENT:
City of Grand Prairie

By: _____



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/20/2022

PRESENTER: Gabriel Johnson, Director of Public Works and Engineering

TITLE: Professional Engineering Contract with Halff Associates, Inc. for Henry Branch Slope Repair in the amount of \$61,325.00

(The Finance and Government Committee reviewed this item on 09/06/2022)

SUMMARY:

<i>Vendor Name:</i>	Halff Associates, Inc.
<i>Annual Cost/Total Cost:</i>	\$61,325.00
<i>Department:</i>	Stormwater
<i>Recommended Action:</i>	Approve

PURPOSE OF REQUEST:

This contract provides for engineering services to develop detailed construction plans and specifications to stabilize the failed slope along Henry Branch between SE Dallas Street and E. Grand Prairie Road. This includes initial environmental permitting, geotechnical analysis, hydrology, and hydraulic analyses, and preliminary engineering for the channel improvements.

Chapter 252, Section 22 of the Local Government Code allows for the exemption to competitive bidding when the expenditure is for Professional Engineering services. Halff Associates, Inc. was selected for this project due to their previous experience with this project and on various and successful City projects.

PROCUREMENT DETAILS:

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

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name: Storm Drainage Capital Projects	401592-61041 Fund, Activity 02206303
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ATTACHMENTS / SUPPORTING DOCUMENTS:

- 1- Proposed Ordinance
- 2- Change Order Details

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, APPROVING THE USE OF \$61,325.00 FROM THE FY22 MISCELLANEOUS EROSION PROJECTS FUND IN THE STORM DRAINAGE CAPITAL IMPROVEMENTS FUND (401592), WO # 02206303 (FY22 MISCELLANEOUS EROSION PROJECTS).

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

SECTION 1. APPROVE THE USE OF \$61,325.00 FROM THE FY22 MISCELLANEOUS EROSION PROJECTS FUND IN THE STORM DRAINAGE CAPITAL IMPROVEMENTS FUND (401592), WO # 02206303 (FY22 MISCELLANEOUS EROSION PROJECTS).

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE ____ DAY OF _____ 20__.

**Proposed Scope of Services for
AVO P52393
Henry Branch – Slope Repair**

Prepared for
City of Grand Prairie



July 15, 2022



Attachment "A"

PROPOSED SCOPE OF SERVICES
For

AVO P52393 – Henry Branch Slope Repair

July 15, 2022

INTRODUCTION

The purpose of this proposal is to provide engineering services to develop detailed construction plans and specifications to stabilize the failed slope along Henry Branch between SE Dallas Street and E. Grand Prairie Road.

WORK PLAN

Halff proposes to break out the scope of work into two (2) phases. Phase 1 includes initial environmental permitting, geotechnical analysis, hydrology and hydraulic analyses, and preliminary engineering for the channel improvements. Phase 1 will develop four slope stabilization options for consideration. This scope outlines Phase 1 tasks only.

Phase 1

- Task 1: Project Management
- Task 2: Initial Environmental Permitting
- Task 3: Preliminary Henry Branch Stabilization Design

A future Phase 2 will move into development of design documents, environmental permitting coordination, finalizing construction documents, bid advertisement, and construction phase services. This proposal includes a scope of work to prepare construction design plans and specifications for competitive bid of reparations to the slope failure along Henry Branch. Phase 2 tasks will be submitted as a modification at a later date when the preferred solution is agreed upon. Anticipated work tasks are as follows.

Phase 2 (Future)

- Task 1: Project Management
- Task 2: Survey/Data Collection
- Task 3: Environmental Permitting
- Task 4: 60% Design Documents
- Task 5: 90% Design Documents
- Task 6: Final Construction Documents
- Task 7: Advertise and Bid Phase
- Task 8: Construction Support Services

The following is a list of general project assumptions and exclusions used in preparing this scope of work:

- CITY will acquire all required right-of-way and/or easements if necessary. The CITY will gain right of entry on private property for the consultant as needed by the design team (surveyors, geotechnical engineers, etc.)

- No platting, title work or boundary surveys of properties will be required.
- Any temporary shoring needed for the failed slope is not included in this scope of services.
- Compensatory mitigation coordination of potential Threatened & Endangered Species is not considered in this scope.
- FEMA coordination for preparation of a C/LOMR submittal is not included in this scope.

CITY'S RESPONSIBILITIES

- Provide point of contact for the Project. Coordinate access and right-of-entry for field visits if necessary.

ENGINEER'S RESPONSIBILITIES

PHASE 1

TASK 1: PROJECT MANAGMENT

Effective project management is a critical leadership and management function for a successful project. This task consists of planning the project, executing the plan and making necessary adjustments or changes when needed, as well as closing out the project when work has been successfully completed. The project manager shall be the single point of contact for all correspondences.

1.1 Project Team Coordination

Through a project kickoff meeting, Halff Associates Inc. (Engineer) and the City of Grand Prairie (CITY) will develop a project work plan and integrate project team members from both CITY and Engineer's design team. Tasks include:

1. With input from the CITY, define project, resources, submittal procedures, control and measures, schedules, billing instructions, change management process, deliverables, goals, etc.

1.2 Project Performance Management

As the project commences, the goal of this task is to provide continued communication to the CITY project manager and team members. Engineer shall provide to the CITY:

1. Monthly progress reports and invoices, in electronic format.
2. Meeting minutes in electronic format.
3. Attend one (1) kick off meeting at the project site and one (1) preliminary design memorandum meeting to review findings during Phase 1.

TASK 2: INITIAL ENVIRONMENTAL PERMITTING

The U.S. Army Corps of Engineers (USACE) regulates under Section 404 of the Clean Water Act (Section 404) the placement of fill material in waters of the United States (WOTUS). Henry Branch

would likely be classified as WOTUS to the extent of the ordinary high water mark (OHWM), and adjacent wetlands where present. The placement of fill material to accomplish the proposed slope stabilization would be considered a regulated activity in a WOTUS and would require a Section 404 permit.

2.1 Wetland Delineation and Preliminary Jurisdictional Determination

Half shall evaluate the Projects applicability for Nationwide Permit 13, Bank Stabilization, with the U.S. Army Corps of Engineers Fort Worth District. The process will include a site visit by Consultant's Environmental Science staff, determination of Jurisdictional Waters, and preparation of supporting documents for the U.S. Army Corps of Engineers. This does not include preparation of a preconstruction notification to the USACE district, or Individual Permit, although this is not anticipated for this project. This coordination would require additional project schedule and fee not reflected in this proposal.

TASK 3: PRELIMINARY DESIGN

The work product will require the development of preliminary design including a Technical Memorandum, preliminary design plans and opinions of probable cost associated with the slope stabilization reparations of up the four solutions.

3.1 Hydrologic & Hydraulic Analysis

1. Obtain existing hydrology and hydraulic (H&H) modeling from previous studies
2. Conduct H&H analysis to determine design parameters for use in the slope stabilization design and determine potential flood impacts of the solution options.
3. Prepare a brief memorandum report summarizing the results of the hydraulic study for the design alternatives. Memo will include explanation of study procedure, comparison of water surface elevations, profile comparison and hydraulic workmaps.

3.2 Preliminary Design Documents

1. Coordination with Geotechnical sub consultant to establish design parameters and provide recommendations. Geotechnical engineering will be conducted by CMJ Engineering, and their detailed proposal is in Attachment C
2. Prepare up to four (4) preliminary plan concepts that may include the following:
 - a. Channel Grading Plan
 - b. Typical Cross Sections
 - c. Access Plan
3. Prepare Technical Memorandum to include discussion of data collection, design criteria, environmental constraints, up to four (4) slope stabilization solutions, and identification of additional data needed for the Design Phase.

4. Prepare preliminary engineer's opinion of probable cost for up to four (4) slope stabilization solutions.
5. Submit preliminary Technical Memorandum and preliminary design plans for review, comment and coordination with the CITY.
6. Upon receipt of the CITY's comments, Engineer will address all review comments and provide a technical memorandum indicating how each comment was resolved.

QA/QC

To ensure that the final product satisfies the CITY, Engineer shall implement its company prescribed procedures for quality assurance and quality control. At the completion of each Task and prior to the submittal to the CITY or any other reviewing agency, Halff will have the plans and specifications reviewed by a designated Quality Assurance Manager (QAM).

The QAM will provide an independent review of each project task. The QC review process will include a review of calculations, constructability and design. Plans and reports will be reviewed for accuracy, neatness, uniformity, drafting, errors, omissions, conflicts, spelling, grammar, completeness and conformance with the contract agreement.

FEE SUMMARY

Direct Labor (Halff Associates, Inc.)

Task 1: Project Management.....	\$ 8,970
Task 2: Initial Environmental Permitting.....	\$ 2,740
Task 3: Preliminary Design.....	\$ 49,615

TOTAL ENGINEERING SERVICES **\$ 61,325**

Attachment “B”DETAILED FEE BREAKDOWN AND SCHEDULE

This Attachment “B” further defines the basis of compensation to the Consultant for the services rendered.

Basic Fee Services – The basic fee for the services as described in Attachment “B” will be \$ 61,325.00 which includes printing, direct costs and computer charges normally associated with production of these services.

Task (1) through (3) will be billed lump sum monthly based on percent completion of the project and may include partial payments of the total amounts designated for each of the items.

The total maximum fee for all services is \$61,325.00

The Consultant agrees to perform its services in accordance with the schedule below, to the extent over which the Consultant has control. The City agrees to review plans and other submittals and to arrange meetings in a timely manner.

1. Commencement of Work — The City agrees to issue written authorization to proceed as soon as practical after approval by the City. The Consultant agrees to commence work in accordance with the Agreement within ten (10) working days following receipt of a written authorization.
2. Time Line — The period of performance for service contained in Attachment “A” is five (5) months from notice to proceed.
 - a. A detailed schedule of performance for individual task contained in Attachment “A” will be determined at notice to proceed and submitted for approval at Project kickoff meeting with City staff.

PROJECT TASK	QAQC/ PRINCIPAL	PROJECT MANAGER	SR CIVIL ENGINEER	MID CIVIL ENGINEER	JR CIVIL ENGINEER	SR STRUCTURAL ENGINEER	JR STRUCTURAL ENGINEER	SR ENVIRO SCIENTIST	MID ENVIRO SCIENTIST	JR ENVIRO SCIENTIST	Sr CADD TECH	CLERICAL	SUB CONSULTANT +10%	TOTAL	
AVO P52393 Henry Branch - Slope Repair															
PHASE 1: PRELIMINARY DESIGN															
TASK 1 - PROJECT MANAGEMENT															
1.1 Project Kickoff															
1			8.0											\$1,880.00	
2			2.0											\$470.00	
3			6.0											\$1,410.00	
Subtotal 1.1														\$3,760.00	
1.2 Project Performance Management															
1			6.0									6.0		\$1,950.00	
2			2.0		2.0									\$800.00	
3			4.0	4.0	4.0									\$2,460.00	
Subtotal 1.2														\$5,210.00	
TASK 1 - SUBTOTAL:		0.0	28.0	4.0	6.0	0.0	0.0	0.0	0.0	0.0	0.0	6.0	\$ -	\$8,970.00	
TASK 2 - INITIAL ENVIRONMENTAL PERMITTING															
2.1 Environmental Permitting															
1								2	4	16				\$ 2,740.00	
Subtotal 2.1														\$2,740.00	
TASK 2 - SUBTOTAL:		0.0	0.0	0.0	0.0	0.0	0.0	2.0	4.0	16.0	0.0	0.0	\$ -	\$2,740.00	
TASK 3 - PRELIMINARY SLOPE STABILIZATION DESIGN															
3.1 Hydrologic & Hydraulic Evaluation															
1				1.0	2.0									\$445.00	
2				1.0	8.0									\$1,285.00	
3				1.0	5.0									\$865.00	
4				6.0	32.0									\$5,470.00	
5			2.0	16.0										\$3,755.00	
6	4.0	8.0	4.0											\$3,840.00	
Subtotal 3.1														\$15,660.00	
3.2 Preliminary Design Documents															
1				3.0	3.0									\$915.00	
2				16.0	32.0						32.0			\$12,300.00	
3			4.0	3.0									\$ 10,200.00	\$10,910.00	
4				8.0	24.0									\$4,680.00	
5				2.0	4.0									\$890.00	
6			2.0	2.0	4.0									\$1,360.00	
7	4.0	4.0	4.0											\$ 2,900.00	
Subtotal 3.2														\$33,955.00	
TASK 3 - SUBTOTAL:		8.0	16.0	16.0	59.0	114.0	0.0	0.0	0.0	0.0	0.0	32.0	0.0	\$ 10,200.00	\$49,615.00
TOTAL LABOR PHASE 1: PRELIMINARY DESIGN		8.0	44.0	20.0	65.0	114.0	0.0	0.0	2.0	4.0	16.0	32.0	6.0	\$ 10,200.00	\$ 61,325.00

Attachment “C”

SUBCONSULTANT PROPOSAL

Proposal No. 22-8721
June 26, 2022

Halff Associates, Inc.
1201 N. Bowser Road
Richardson, Texas 75081-2275

Attn: Mr. Levi Hein, P.E., CFM

**PROPOSAL FOR:
GEOTECHNICAL ENGINEERING SERVICES
SLOPE SLIDE REPAIR
HENRY BRANCH
S.E. DALLAS STREET TO E. GRAND PRAIRIE ROAD
GRAND PRAIRIE, TEXAS**

Dear Mr. Hein:

INTRODUCTION

CMJ Engineering, Inc. (CMJ) is pleased to submit a proposal for providing geotechnical engineering services in conjunction with the above-referenced project. We prepared this proposal based on a June 16, 2022 site visit with you, and on the preliminary scope submitted to this office.

CMJ Engineering, Inc. performed a geotechnical investigation for this project with results provided in Report 117-19-248 dated March 21, 2019. Earthwork reconstruction to repair the slope slide occurred in the January to February of 2020 timeframe. Moderate slope translation and rotation has occurred post construction, as observed during the June 16, 2022 site visit. Structural means of slope stabilization are now being considered. Halff Associates, Inc. has been selected to prepare repair plans for this project. Therefore, additional slope stability analyses for structural system are planned, including investigation of fill soils which were placed during the most recent reconstruction attempt. On the order of five alternatives may be analyzed for remedial design measures.

For purposes of this proposal, it is assumed that the borings are accessible to hand operated drilling equipment. In addition, it is assumed that underground utilities at boring locations will be coordinated by CMJ.

SCOPE OF SERVICES

I. BASIC SERVICES

A. SUBSURFACE EXPLORATION

Based on past experience in the vicinity of the project, we anticipate subsurface conditions to consist of the soils and shale of the Eagle Ford geological formation.

Previous borings obtained for Report 117-19-248 will be utilized for analysis. In addition, experienced drillers and technicians will evaluate imported fills placed on the slope with a total of two (2) sample borings advanced using hand-auger methods to an approximate depth of 15 feet, as possible.

Cohesive and non-cohesive soil samples will be obtained using 3-inch diameter Shelby tube samplers and 2-inch diameter standard split-spoon samplers, respectively. In addition, rock encountered will be evaluated by use of Texas Department of Transportation (TXDOT) cone penetration tests. A soils logger will extrude the samples in the field, check the samples for consistency with a hand penetrometer, carefully wrap them to preserve their condition, and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results.

CMJ's personnel will stake the boring locations using handheld GPS equipment. Approximate locations of the borings will be shown on the plan of borings. Precise surveying of boring locations and elevations is not included in the cost estimate. These services may be provided as Additional Services upon request. At the completion of drilling operations, boreholes will be backfilled with drill cuttings and plugged at the surface by hand tamping.

B. LABORATORY SERVICES

Considering the planned facilities, anticipated soil conditions and geology, laboratory tests will be required for classification purposes, and to determine strength characteristics. The following types of tests are therefore recommended:

- moisture content and soil identification
- percent passing #200 sieve
- sieve and hydrometer analyses
- liquid and plastic limit determinations
- unconfined compression tests on soil
- direct shear tests on soil
- unit weight determinations

The specific types and quantities of tests will be determined based on geologic conditions encountered in the borings.

Halff Associates, Inc.
Proposal No. 22-8721
June 26, 2022
Page 3

C. ENGINEERING SERVICES

An engineering report will be prepared to present the results of the field and laboratory data together with our analyses of the results and recommendations. We will provide two copies of the report and an electronic copy. The report will address:

- general soil and ground-water conditions
- comments on existing slope materials type, and strength characteristics
- results of slope stability analyses to simulate slide conditions
- recommendations for remediation of the erosion/slides
- comment on embankment slope protection
- recommendations for gabion/retaining wall, and soldier pier foundation type, depth and allowable loading (as necessary)
- recommendations for tiebacks, including founding material, allowable adhesion, and spacing (as appropriate)
- foundation construction requirements (as necessary)
- results of grain size analysis, including D₅₀ grain size
- earthwork recommendations

Items other than those specified above, which are revealed by these studies or are necessitated by a change in project scope, may require revised field, laboratory, and engineering services. These services, if required and requested, will be performed as Additional Services. Additional Services are described in Section II.

D. COMPENSATION FOR BASIC SERVICES

It is proposed that the Basic Services described above be performed on a unit price basis, in accordance with the attached Basic Services Cost Estimate. Based on the anticipated scope and the attached Basic Services Cost Estimate, the total cost of the Basic Services should be on the order of \$9,700 to \$9,800. For budget purposes, a maximum cost of \$9,800 is recommended. This cost for Basic Services will not be exceeded without prior authorization.

The estimated costs shown in this proposal are based on the anticipated soil conditions. The final invoice will be based on the specific quantities drilled and tested. If unanticipated conditions are encountered during drilling, we will notify you accordingly.

Halff Associates, Inc.
Proposal No. 22-8721
June 26, 2022
Page 4

E. SCHEDULE FOR BASIC SERVICES

Weather permitting, we plan to initiate these studies within fifteen business days of receipt of notice to proceed, and anticipate that one working day will be required to complete the subsurface exploration for the site (weather conditions permitting). You will receive the final report approximately four to five weeks following the completion of the field phase. We will make preliminary design data available sooner if necessary.

II. ADDITIONAL SERVICES

A. AUTHORIZATION AND SCOPE

Additional Services will be performed only if specifically requested and authorized by Client. Additional Services may consist of the following:

- Additional subsurface exploration, including quantities or items other than described in Basic Services.
- Bulldozer or other equipment services required to achieve access to boring locations in addition to those indicated above.
- Stand-by time or time in excess of one-half hour required for travel between boring locations.
- Additional laboratory services, including quantities or items other than described in Basic Services.
- Additional insurance coverage or limits (if available) other than CMJ's standard policies.
- Additional engineering services, including personnel time and expenses for items not specifically described in Basic Services. This may include, but is not limited to, additional meetings requested by Client or Client's other consultants, assistance to Client in dealing with regulatory agencies, preparation and engineering assistance in legal proceedings, and evaluation of alternative designs for the project or relocation of structure, following initial submittal of the geotechnical report.
- Additional copies of the report, other than the number described in Basic Services.
- Any other required or requested services authorized by Client, other than those specifically described in Basic Services.

B. COMPENSATION AND SCHEDULE FOR ADDITIONAL SERVICES

Additional Services, when authorized by Client, will be in accordance with our Schedule of Fees. Additional Services will be performed at reasonable times and within reasonable schedules as

CMJ ENGINEERING, INC.

Halff Associates, Inc.
Proposal No. 22-8721
June 26, 2022
Page 5

requested by Client. Authorized Additional Services will be billed as a separate item on invoices and a description of the Additional Services will be provided.

III. TERMS AND CONDITIONS

The scope of services will be performed pursuant to the Subcontract Agreement with Halff Associates, Inc.

Thank you for the opportunity to present this proposal. Do not hesitate to call if you have any questions or if you have suggestions regarding changes to the agreement or to the proposed scope of services.

* * * *

We look forward to working with Halff Associates, Inc. on this project.

Respectfully submitted,
CMJ ENGINEERING, INC.

A handwritten signature in black ink, appearing to read "Sappington IV", with a long horizontal flourish extending to the right.

James P. Sappington IV, P.E.
President

copies submitted: (1) Mr. Levi Hein, P.E., CFM; Halff Associates, Inc. (by e-mail)

CMJ ENGINEERING, INC.
 GEOTECHNICAL ENGINEERING SERVICES
 BASIC SERVICES COST ESTIMATE

PROPOSAL: 22-8721
 DATE: JUNE 26, 2022
 PROJECT: SLOPE SLIDE REPAIR
 HENRY BRANCH
 S.E. DALLAS STREET TO E. GRAND PRAIRIE ROAD
 GRAND PRAIRIE, TEXAS

<u>SUBSURFACE EXPLORATION</u>	Quant.	Unit \$	Total \$
Mobilization - Portable Rig	1	660.00	660.00
Hand Auger Borings w/ Jackhammer (per hr.)	6	250.00	1,500.00
Access / Setup Time (per hr.)	2	250.00	500.00
Fuel Surcharge	1	120.00	120.00
Underground Utility Check	1	175.00	175.00
 Subtotal Subsurface Services			 \$ 2,955.00
 <u>LABORATORY SERVICES</u>			
Moisture Content and Soil Identification	30	7.50	225.00
Liquid and Plastic Limits	6	64.00	384.00
Percent Passing the No. 200 Sieve	3	72.00	216.00
Sieve/Hydrometer Analysis	2	257.00	514.00
Unconfined Compressive Strength-Soil	5	52.00	260.00
Unit Weight	7	14.00	98.00
Direct Shear Test-Soil	2	686.00	1,372.00
 Subtotal Laboratory Services			 \$ 3,069.00
 <u>ENGINEERING SERVICES</u>			
Senior Principal Engineer	8	148.00	1,184.00
Staff Engineer	18	102.00	1,836.00
Drafting & Secretarial Support	2	53.50	107.00
Misc. Expense (report production, mileage, etc.)	1	120.00	120.00
 Subtotal Engineering Services			 \$ 3,247.00
 TOTAL ESTIMATE			 \$ 9,271.00



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 09/20/2022

REQUESTER: Duane Strawn, Director Parks, Arts and Recreation

PRESENTER: Duane Strawn, Director Parks, Arts and Recreation

TITLE: Ordinance to enter into a “Noise Monitor License Agreement” with Dallas Fort Worth International Airport Board (Licensee) for the purpose of authorizing DFW International Airport Board to place noise monitoring equipment on City of Grand Prairie (Licensor) premises (specifically, Mike Lewis Park)

RECOMMENDED ACTION: Approve

ANALYSIS:

Dallas Fort Worth International Airport Board requests a Noise Monitor License Agreement to place noise monitoring equipment, consisting of some or all of the following equipment for the purpose of collecting and recording noise level data, which is understood by both parties to be public information that must be shared with the public:

A concrete base (approximately three-foot-by-three-foot), 20-foot above ground tilt pole, microphone, windscreen, bird spike, lightning arrestor, noise level analyzer, weather station, spread-spectrum radio, transmitter antenna, sound card, solar panel, battery storage, cellular modem, and associated enclosure cases.

The Noise Monitor License Agreement is for a period of 20 years from August 1, 2022, and ending on July 31, 2042. All other terms and conditions are set forth in the Noise Monitor License Agreement (attached).

FINANCIAL CONSIDERATION:

None

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AUTHORIZING THE CITY MANAGER OR HIS DELEGATE TO ENTER INTO A NOISE MONITOR LICENSE AGREEMENT WITH THE DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD, AND SIGN ANY REQUIRED DOCUMENTS TO COMPLETE THE AGREEMENT AND PROVIDE AN EFFECTIVE DATE

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

SECTION 1. THAT the City of Grand Prairie does hereby consent to the terms and conditions of the Noise Monitor License Agreement with the Dallas Fort Worth International Airport Board.

SECTION 2. THAT the City Manager or his delegate is hereby authorized to sign any and all required documents related to this agreement with Dallas Fort Worth International Airport Board.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20TH DAY OF SEPTEMBER 2022.

DALLAS FORT WORTH INTERNATIONAL AIRPORT
NOISE MONITOR LICENSE AGREEMENT

The City of Grand Prairie (“Licensor”) hereby grants to the Dallas Fort Worth International Airport Board (“Licensee”) a license to place on Licensor’s property, as identified on the attached **Exhibit A** (the “Premises”), noise monitoring equipment, consisting of some or all of the following: a concrete base (approximately three-foot-by-three-foot), 20-foot above-ground tilt pole, microphone, windscreen, bird spike, lightning arrestor, noise level analyzer, weather station, spread-spectrum radio, transmitter antenna, sound card, solar panel, battery storage, cellular modem, and associated enclosure cases (the “Equipment”), on the terms set forth below.

1. Licensee agrees to pay Licensor an annual fee of \$10.00 for a term of 20 years beginning on August 1, 2022, and ending on July 31, 2042.

2. On an annual basis, or more frequently as requested by Licensor, Licensee shall, without charge, share with Licensor the noise level reading data collected by the Equipment. Both parties understand that such data is public information, which Licensee must share with the public.

3. Licensee is permitted to construct, use, maintain, operate, alter, repair, replace, reconstruct, inspect, access, and remove the Equipment on the Premises at any time, provided however, Licensee shall, when possible give reasonable notice by telephone or email to Licensor’s representative of any such entry on to the Premises. Nothing under this License shall be interpreted to create or vest in Licensee any easement or other ownership or property interest to any property of Licensor.

4. Licensee is permitted to trim trees and remove other vegetation and natural obstructions necessary to allow the solar panels to absorb the necessary radiation to power the Equipment, or to allow access to the microphone. Licensee shall not use the Premises in any manner that constitutes waste or nuisance, or that violates any applicable law, ordinance, or any other governmental regulation.

5. Unless otherwise required by law, Licensor may not terminate this License within the first five (5) years of the term, but may thereafter terminate this License upon one year’s written notice.

6. Licensee agrees to relocate the Equipment, at its sole cost and expense, in the event that Licensor, in its sole discretion, deems it necessary to use the Premises or surrounding area for reasons relating to (i) public works, (ii) public health and safety, or (iii) construction or expansion of park facilities. The site of such relocation shall be by mutual agreement in writing between the parties. In the event the parties do not agree upon the site for the relocation, Licensor, notwithstanding the provisions of Section 5 of this License to the contrary, shall have the right to immediately terminate this License upon written notice to Licensee, and without penalty or further obligation to Licensee except to refund the annual fee on a prorated basis.

7. Licensor shall not at any time, except in instances to prevent imminent harm to persons or property, alter, remove, attach something to, disturb, disrupt, or demolish the Equipment, or in any way interfere with its intended use, or knowingly allow anyone to tamper with the Equipment.

8. This License may not be assigned without prior written consent of the parties hereto.

9. Upon termination of this License, Licensee shall promptly remove all of the Equipment and restore the Premises to at least as good a condition as it was prior to the installation of the Equipment.

10. TO THE EXTENT ALLOWED BY LAW, LICENSEE COVENANTS AND AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS LICENSOR, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS, AND REPRESENTATIVES OF LICENSOR, INDIVIDUALLY AND COLLECTIVELY, IN BOTH THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING, BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, RESULTING FROM LICENSEE'S ACTIVITIES UNDER THIS LICENSE, INCLUDING ANY ACTS OR OMISSIONS OF LICENSEE, AND ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT, OR SUB-CONTRACTOR OF LICENSEE, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS, AND REPRESENTATIVES, WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS LICENSE. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF LICENSOR, ITS OFFICERS, OR EMPLOYEES, IN THE INSTANCES WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT LICENSEE OR LICENSOR ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO EITHER PARTY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

11. This License cannot be altered or otherwise modified except by written agreement of the parties.

12. This License embodies the complete agreement of the parties, superseding all oral or written previous and contemporary agreements and understandings between the parties.

13. Attorney's Fees. The parties expressly covenant and agree that in the event of any litigation arising between the parties relating to this License, each party shall be solely responsible for

payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.

14. Governmental Functions. The parties acknowledge and agree that each party is entering into this License in the performance of and pursuant to its governmental functions for the health, safety, and welfare of the citizens of the City of Grand Prairie, the general public, and the State of Texas, and nothing contained in the Agreement shall be construed as constituting a waiver of either party's governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law.

15. Texas Public Information Act. All information, documents, and communications relating to the Agreement may be subject to the Texas Public Information Act ("Act") and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Act.

16. Governing Law and Venue. This License shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state or country. The obligations of the parties to this License shall be performable in Dallas County, Texas, and if legal action is necessary in connection with or to enforce rights under this License, exclusive venue shall lie in Dallas County, Texas.

17. Legal Construction. In case any one or more of the provisions contained in this License 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 of this License, and this License shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this License.

18. Public Funding. The obligations under this License shall not create an unconstitutional debt and are therefore subject to the appropriation of public funds by each respective party in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this License for that fiscal year. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this License, this License may be terminated without any liability to either party.

[Signature page(s) to follow]

IN WITNESS WHEREOF, the parties have executed this License on the dates indicated below.

**LICENSOR:
CITY OF GRAND PRAIRIE, TEXAS**

By: _____
Steve Dye, City Manager

Date: _____

ATTEST:

Mona Lisa Galicia, City Secretary

APPROVED AS TO FORM:

Megan Mahan, City Attorney

Address for Notices:
City of Grand Prairie
ATTN: City Manager
300 W. Main Street
Grand Prairie, Texas 75050

**LICENSEE:
DALLAS FORT WORTH INTERNATIONAL
AIRPORT BOARD**

By: _____
Name: _____
Title: _____
Date: _____

Approved as to form:

Legal Counsel for the Airport Board

Address for Notices:
Dallas Fort Worth International Airport Board
PO Box 619428
DFW Airport, Texas 75261-9428
Attention: Environmental Affairs Department

Exhibit A





**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 09/20/2022

REQUESTER: Damaris Juarez

PRESENTER: Marty Wieder, Director of Economic Development

TITLE: Resolution approving a Chapter 380 Program Agreement for Economic Development Incentives with Bass Pro Outdoor World, LLC, in an amount not to exceed \$5,000,000; granting a partial rebate on ad valorem property tax revenues, a partial rebate of sales tax revenues, and a one-time construction building materials situs rebate

RECOMMENDED ACTION: Approve

ANALYSIS:

Bass Pro Outdoor World, LLC desires to develop a 100,000 square foot retail venue near the northeast corner of Forum and the SH 161 service road, in the development known as Mayfield Groves (just south of IKEA). Upon completion of construction, receipt of a Certificate of Occupancy and upon opening, Bass Pro Outdoor World, LLC will employ 76 full-time employees (40 part-time) at a combined annual payroll of \$4,100,000.

Bass Pro Outdoor World, LLC submitted a formal incentive application to the City of Grand Prairie—and has requested that the City consider sharing all or a portion of the increased ad valorem taxes and rebates of the local portion of the City’s General Fund sales tax revenues incurred by Bass Pro Outdoor World, LLC. Moreover, the City has discussed providing Bass Pro Outdoor World, LLC a full share of General Fund sales taxes for construction building materials as permitted through separated contracts (or “situs”).

Projected real and personal property for Bass Pro Outdoor World, LLC’s investment is estimated at \$45.5 million. If the Dallas Central Appraisal District was to value this investment at \$45.5 million, this project will generate an estimated \$302,529.50 per year in real property taxes to the City. The City of Grand Prairie’s Tax Increment Reinvestment Zone #1 Board met on August 5, 2022, and voted unanimously to recommend that the City Council incentivize this project through a 50% TIF reimbursement (or property tax rebate).

FINANCIAL CONSIDERATION:

(1) TIRZ #1 rebate of 50% of City of Grand Prairie property tax revenues annually upon completion and occupancy of the northeast corner of Forum and SH 161 and estimated at \$151,264.75 annually or \$1,512,647.50 and not exceeding 10 years; (2) a one-time, 100% share of General Fund sales tax revenues on qualified situs building materials estimated to total \$200,000; and (3) a 50% share of qualified General

Fund retail sales tax revenues and not exceeding 10 years. The City will rebate to Bass Pro Outdoor World, LLC a total of no more than \$5 million (or 10 years of amenity operation, whichever comes first), as stipulated with an overall incentive agreement.

RESOLUTION NO.

BODY

A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, AUTHORIZING A CHAPTER 380 PROGRAM AGREEMENT FOR ECONOMIC DEVELOPMENT INCENTIVES WITH BASS PRO OUTDOOR WORLD, LLC

WHEREAS, the City is authorized by Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Gov't Code to provide economic development grants to promote state and local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has created an Office of Economic Development to oversee economic development programs and policies authorized by Texas law and approved by the City, including those authorized by Chapter 380 of the Texas Local Gov't Code (the "Program"), to promote state and local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the Program includes guidelines and criteria governing economic incentive agreements as contemplated under Texas law, and Bass Pro Outdoor World, LLC, has applied for an incentive through Grand Prairie's Office of Economic Development to develop real property owned or controlled by Bass Pro Outdoor World, LLC, or its tenant, in accordance with the Program; and

WHEREAS, the City finds that the development and use of the real property and the Chapter 380 Program Agreement for Economic Development Incentives (the "Agreement") with Bass Pro Outdoor World, LLC, encourage development and diversification of the economy of the state, and are consistent with the Program and similar guidelines and criteria adopted by the City and all applicable law; and

WHEREAS, the City finds that the Program establishes a public purpose and that all transactions involving the use of public funds (including TIF Funds) and other resources in the establishment and administration of the Program as authorized in the Agreement will (i) promote state and local economic development; (ii) benefit the Zone and further the objectives and legitimate public purposes of the City; (iii) benefit the City's inhabitants; (iv) promote and stimulate economic development, business, and commercial activity in the City; (v) generate additional sales tax revenue for the City; and (vi) enhance the overall tax base of the City (collectively (i) through (vi) above are referred to as the "Economic Development Purposes"); and

WHEREAS, on July 13, 1999, the City adopted Ordinance No. 6095 designating a certain geographical area as Tax Increment Financing Reinvestment Zone Number One (the "Zone") in accordance with the Chapter 311 of the Texas Tax Code (the "Act") to promote development and benefit the Zone through the use of tax increment financing; and

WHEREAS, on August 17, 1999, the City approved Ordinance No. 6122 amending the boundaries of the Zone and approving the final project and financing plan of the Zone (the "Project Plan"); and

WHEREAS, on October 16, 2018, the City approved Ordinance No. 10556-2018, to extend the term of the Zone to December 31, 2041, and expand the Zone’s boundaries, which currently include the real property owned or controlled by the Company under the Agreement; and

WHEREAS, the Act authorizes the expenditure of certain funds derived within the Zone (the “TIF Funds”) for project costs defined by the Act and consistent with the Project Plan (“Project Costs”); and

WHEREAS, on September 7, 2021, the City Council approved Ordinance 11062-2021 amending the Project Plan to alter the funding for specific Project Costs for the Zone; and

WHEREAS, from time to time, during the term of the Agreement, the City Council may approve ordinances pursuant to the Act, amending the Project Plan to alter the funding for specific Project Costs for the Zone; and

WHEREAS, the Act and the Project Plan authorize the Board of Directors of the Zone (“the Board”) and the City to make grants from the tax increment fund of the Zone for activities that benefit the Zone and stimulate business and commercial activity in the Zone pursuant to the Program; and

WHEREAS, allocating TIF Funds for the reimbursement of Project Costs in and directly adjacent to the Zone under the Agreement will further the Economic Development Purposes of the City; and

WHEREAS, the Board and the City have determined that the Agreement and the Program are necessary or convenient to implement the Project Plan and achieves the purposes of the Project Plan and find that the use of TIF Funds under the Agreement is for Project Costs that benefit the Zone; and

WHEREAS, the Board approved and recommended the expenditure of an estimated \$1,512,647.50 in property tax rebates to Bass Pro Outdoor World, LLC for development of a 100,000 square foot building and other improvements pursuant to the Agreement; and

WHEREAS, construction of the building and other improvements will require Bass Pro Outdoor World, LLC to invest at least \$45,500,000 in new building improvements with approximately \$2,000,000 of the materials potentially being sales taxable; and

WHEREAS, a general fund sales tax rebate attributable to materials that are physically incorporated into the real property will encourage Bass Pro Outdoor World, LLC to situs construction sales tax to Grand Prairie; and

WHEREAS, Bass Pro Outdoor World, LLC will also generate general fund sales tax revenues through association of their development as an entertainment venue; and

WHEREAS, the City finds that the Agreement and the incentives provided therein are made in the exercise of the City’s governmental functions in the interest of the health, safety, and welfare of the general public and for Economic Development Purposes,

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

SECTION 1. RECITALS INCORPORATED.

The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct, and incorporated into this Resolution as if fully set forth herein.

SECTION 2. APPROVAL OF AGREEMENT AND EXPENDITURE OF FUNDS.

The City hereby approves the Agreement with Bass Pro Outdoor World, LLC, and authorizes funding and the expenditure of up to \$5,000,000 in property tax rebates, general fund sales tax rebates, and general fund sales tax revenues on qualified situs building materials, as provided in the Agreement, to develop the property at or near the northeast corner of Forum and SH 161 as a business within the City and the Zone that will further the Economic Development Purposes of the City and benefit the Zone, and the City Manager is authorized to execute the Agreement.

SECTION 3. SEVERABILITY CLAUSE.

Should any section, subsection, sentence, clause, or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City hereby declares that it would have passed this Resolution, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 4. OPEN MEETINGS.

It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof was discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

SECTION 5. EFFECTIVE DATE.

This Resolution shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the City Charter.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20TH DAY OF SEPTEMBER 2022.



**CITY OF GRAND PRAIRIE
RESOLUTION**

MEETING DATE: 09/20/2022

REQUESTER: Tiffany Bull

PRESENTER: Megan Mahan, City Attorney

TITLE: Resolution consenting to the addition of approximately 420 acres of land into Ellis County Fresh Water Supply District No. 1; Development Agreement Amendment with PRA Prairie Ridge, L.P., Ellis County Fresh Water Supply District No. 1 and Johnson County Fresh Water Supply District No 2., Soapbox Partners LP and Prairie Ridge Mountain Creek LP to create new development standards for the land added into Ellis County Fresh Water Supply District No. 1

RECOMMENDED ACTION: Approve

ANALYSIS:

In 2005, the City authorized the creation of Ellis County Fresh Water Supply District No. 1 (ECFWSD) in the City's extra-territorial jurisdiction (ETJ). The City also entered into a Development Agreement with PRA Prairie Ridge L.P., Ellis County Fresh Water Supply District No. 1, and Johnson County Fresh Water Supply District No. 2 which established development standards for approximately 1,300 acres in the City's extra-territorial jurisdiction (ETJ). Approximately 550 acres of the land is located in Ellis County and has been or is in the process of being developed. The agreement currently requires the remaining approximately 750 acres located in Johnson County to be developed as single family residences. However, such use is not consistent with the Southgate Plan adopted by the City.

The Developer has acquired rights to approximately 420 acres of additional land within the City's Ellis County ETJ through Soapbox Partners LP and Prairie Ridge Mountain Creek LP and is seeking to have that land added to the ECFWSD so development in the area can continue. The amendment to the existing Development Agreement will establish development standards for the additional 420 acres of land within Ellis County and add their owners as parties to the agreement. It will also establish a general development concept plan, for the land located in Johnson County, which is consistent with the Southgate Plan. However, the Johnson County land will not be developed until the City and owners enter into a more specific Development Agreement establishing the development standards. The agreement provides for future annexation of the land located within Ellis County.

The City is the wholesale water and wastewater provider for ECFWSD.

FINANCIAL CONSIDERATION:

None

BODY

A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, CONSENTING TO THE ADDITION OF APPROXIMATELY 420 ACRES OF LAND BY ELLIS COUNTY FRESH WATER SUPPLY DISTRICT NO. 1; PROVIDING FOR SEVERABILITY; AND DECLARING AN EFFECTIVE DATE

WHEREAS, pursuant to applicable law, Soap Box Partners LP and Prairie Ridge Mountain Creek LP (collectively, the “Owners”) have petitioned the City of Grand Prairie for consent to the addition of approximately 420.117 acres of land (the “Property”) to the boundaries of Ellis County Fresh Water Supply District No. 1 (the “District”); and

WHEREAS, all or a portion of the Property is located within the extraterritorial jurisdiction of the City of Grand Prairie; and

WHEREAS, Section 42.0425 of the Texas Local Government Code provides that a political subdivision such as the District may not add land that is located in the extraterritorial jurisdiction of a municipality unless the governing body of the municipality gives its written consent by ordinance or resolution; and

WHEREAS, the Owners have provided the City of Grand Prairie with Owners’ petition to the City for the addition of the Property to the District and requested that the City provide a consent resolution evidencing the City’s consent to such addition of the Property to the District; and

WHEREAS, the City Council finds that it is in the public interest to grant consent to the addition of the Property to the District, taking into consideration the public health, safety and general welfare.

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

SECTION 1. The City of Grand Prairie hereby consents to the addition of the Property to the District, in accordance with Owners’ petition to the City for such addition. A copy of Owners’ petition, including the legal description of the Property, is attached hereto and incorporated herein by reference as Exhibit “A”.

SECTION 2. The consent of the City to the addition of the Property to the District does not in any way release the Property or any portion of the Property from the extraterritorial jurisdiction of the City. Any development agreement that includes the Property shall include the land use provisions of this section.

SECTION 3. The terms and provisions of this Resolution shall be deemed to be severable and if the validity of any section, subsection, sentence, clause, or phrase of this Resolution should be declared to be invalid, the same shall not affect the validity of any other section, subsection, sentence, clause or phrase of this Resolution.

SECTION 4. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20TH DAY OF SEPTEMBER 2022.

EXHIBIT A
ADDITIONAL LAND
326.895 ACRE TRACT

METES AND BOUNDS DESCRIPTION:

BEING a 326.895 acre tract of land situated in the J. Stewart Survey, Abstract No. 961 (Ellis) and being a portion of a Tract 1 of land described in Special Warranty Deed to Soap Box Partners LP recorded in Instrument No. 2156131 of the Official Public Records, Ellis County, Texas (OPRECT), and being more particularly described as follows:

BEGINNING at a metal fence post corner found at the Northwest corner of said Soap Box Partners tract;

THENCE North 59°35'14" East, with the North line of said Soap Box Partners tract, a distance of 3,830.00 feet to a point;

THENCE South 5°38'47" West, a distance of 1,370.25 feet to a point;

THENCE South 19°11'37" West, a distance of 669.68 feet to a point;

THENCE South 59°32'31" West, a distance of 1,765.62 feet to a point;

THENCE South 1°18'54" East, a distance of 4,260.05 feet to a point;

THENCE South 21°39'14" West, a distance of 623.70 feet to a point;

THENCE South 89°13'22" West, a distance of 2,452.41 feet to a point;

THENCE South 59°33'37" West, a distance of 495.34 feet to a point on the West line of said Soap Box Partners tract;

THENCE North 30°26'23" West, a distance of 514.64 feet to a point on the Ellis County line;

THENCE North 0°46'38" West, with said County line, a distance of 1,019.66 feet to a point on the North line of said Soap Box Partners tract;

THENCE with said North line the following four (4) courses and distances:

1. North 59°48'50" East, a distance of 1,522.31 feet to a found 5/8 inch iron rod with yellow cap;
2. North 30°11'05" West, a distance of 597.32 feet to a found 5/8 inch iron rod with yellow cap;
3. North 59°43'58" East, a distance of 2,411.12 feet to a found 5/8 inch iron rod with yellow cap;
4. North 30°20'33" West, a distance of 2,450.37 feet to the POINT OF BEGINNING and containing 326.895 acres of land, more or less.

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared..

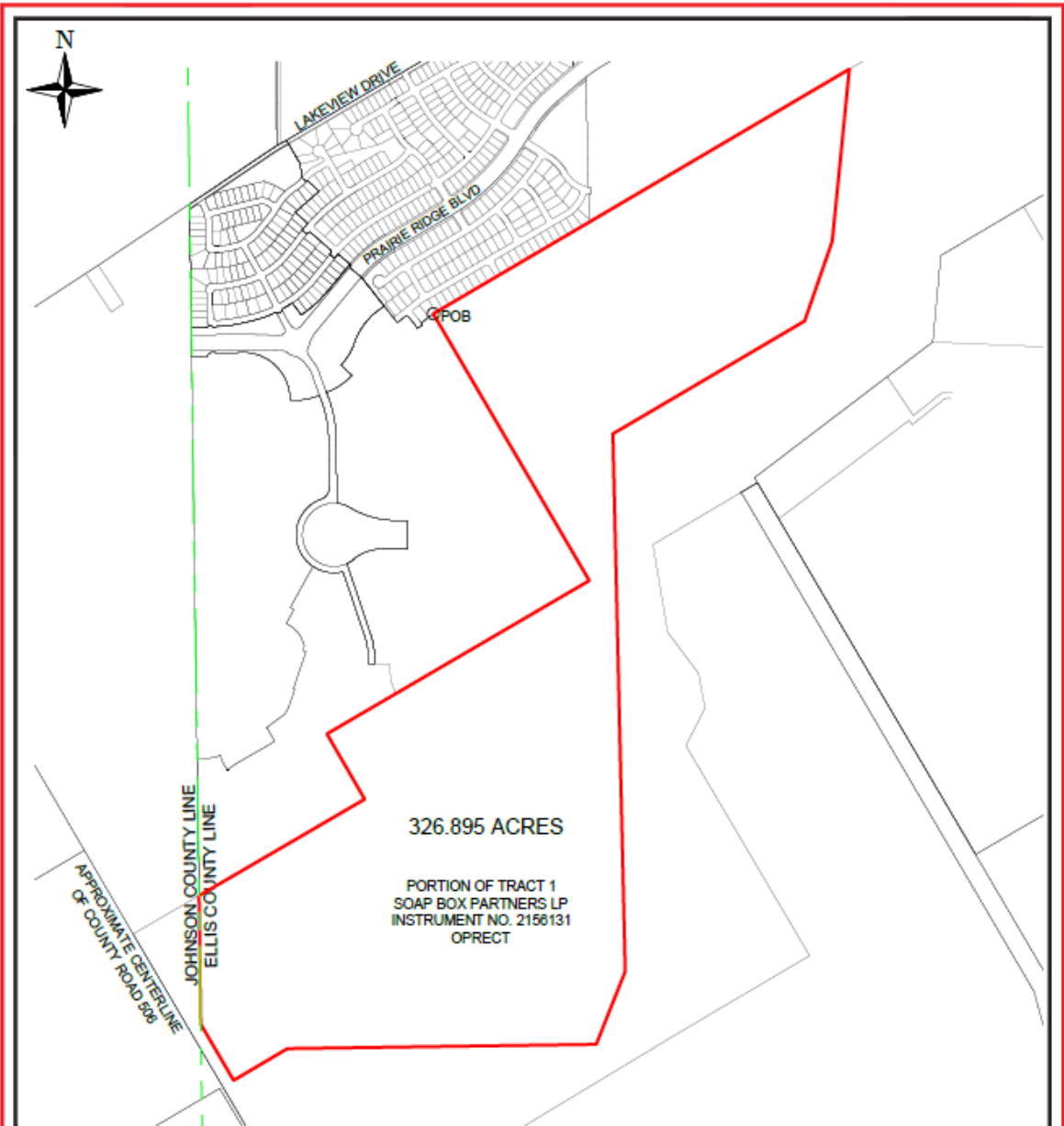


EXHIBIT 'A'

BOUNDARY EXHIBIT
326.895 ACRES
J. Stewart Survey, Abstract No. 961
Ellis County, Texas

YAZEL PEEBLES & ASSOCIATES LLC

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

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

93.222 ACRE TRACT

METES AND BOUNDS DESCRIPTION:

BEING a 99.984 acre tract of land situated in the W. Gardner Survey, Abstract No. 403 and the R. Wines Survey, Abstract No. 1178, located in Ellis County, Texas and being a portion of a Called 252.657 acre tract of land described in Special Warranty Deed to Prairie Ridge Mountain Creek LP recorded in Instrument No. 2136149 of the Official Public Records, Ellis County, Texas (OPRECT), all of a Called 2.197 acre tract of land described in Special Warranty Deed to Lindsey Blair recorded in Instrument No. 2040898, OPRECT; all of Lot 12 of the Sunset Park Addition recorded in Cabinet B, Slide 13 Plat Records, Ellis County, Texas (PRECT) and all of those tracts of land described in Executor's Special Warranty Deed to Robert Lee Bell, Ryan Ray Bell and Kassadi Renee Bell recorded in Instrument No. 1512307 of OPRECT and being more particularly described as follows:

COMMENCING at a pk nail with shiner stamped "ypassociates.com" set in the approximate centerline of St. Paul Road at a Northeast corner of said Prairie Ridge Mountain Creek tract;

THENCE South 01°31'06" East, passing a fence in the occupied South line of St. Paul Road at a distance of 29.79 feet and passing a 1/2 inch iron rod found at the southwest corner of a tract of land used for a Grave Yard (known as St. Paul Cemetery) described in Volume 27, Page 266 of the Deed Records, Ellis County, Texas (DRECT) at a distance of 964.09 feet to a 1/2 inch iron rod found at a Southeast corner of said Prairie Ridge Mountain Creek tract;

THENCE South 70°47'56" West, a distance of 1,173.89 feet to a point in the City of Grand Prairie City Limit line and at the POINT OF BEGINNING of said tract;

THENCE South 70°47'56" West, a distance of 169.14 feet to a 1/2 inch iron rod found;

THENCE South 00°15'55" East, a distance of 2,369.80 feet to a 2 inch iron pipe found at the Southeast of said Prairie Ridge Mountain Creek tract;

THENCE South 59°32'12" West, passing a 1/2 inch iron rod with a cap stamped "RPLS 5857" found at a distance of 846.07 feet and continuing for a total distance of at a distance of 1,308.09 feet to a 2 inch iron pipe found at the Northeast corner of Sunset Park Phase 2 an addition in Ellis County, Texas recorded in Cabinet C, Slide 438 of the Plat Records of Ellis County, Texas (PRECT)

THENCE (4) South 0°28'25" East, a distance of 545.75 feet to a point;

THENCE (5) South 59°31'35" West, a distance of 422.10 feet to a point;

THENCE North 00°12'49" West, a distance of 2,595.92 feet to the approximate centerline of Mountain Creek, a tributary of the Mountain Creek Watershed of the Trinity River Watershed;

THENCE with the approximate centerline of said Mountain Creek the following twenty-five (25) courses and distances:

1. North 85°20'27" East, a distance of 373.70 feet to a point;
2. North 56°17'07" East, a distance of 165.73 feet to a point;
3. North 6°20'01" East, a distance of 191.33 feet to a point;
4. North 39°22'22" West, a distance of 306.00 feet to a point;

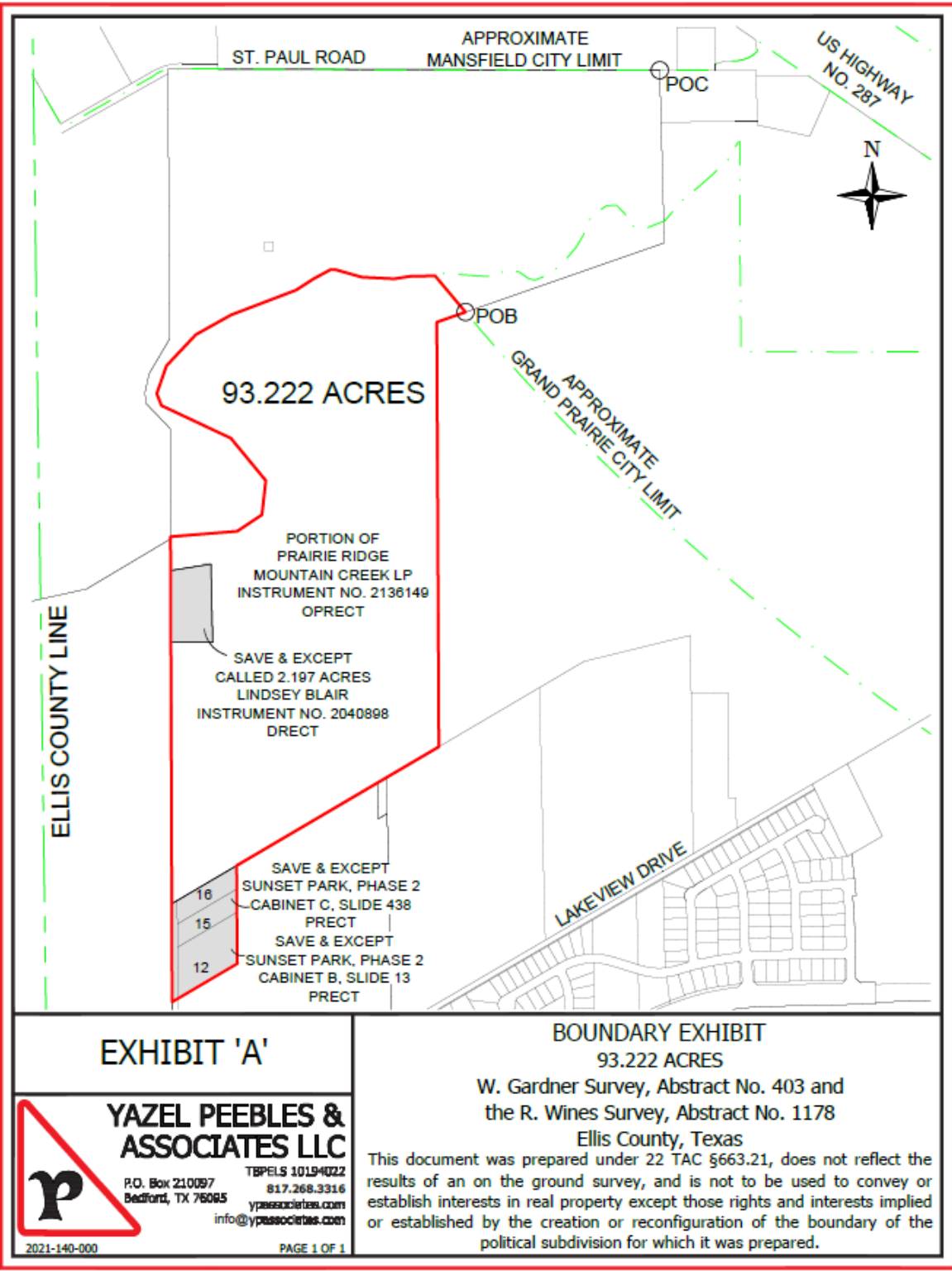
5. North 64°52'29" West, a distance of 428.20 feet to a point;
6. North 20°59'46" West, a distance of 71.80 feet to a point;
7. North 19°12'21" East, a distance of 164.61 feet to a point;
8. North 43°14'43" East, a distance of 238.34 feet to a point;
9. North 60°45'38" East, a distance of 225.04 feet to a point;
10. North 69°03'12" East, a distance of 388.59 feet to a point;
11. North 57°16'05" East, a distance of 116.50 feet to a point;
12. North 61°33'55" East, a distance of 105.81 feet to a point;
13. South 89°59'26" East, a distance of 29.92 feet to a point;
14. South 74°07'49" East, a distance of 151.88 feet to a point;
15. South 86°59'45" East, a distance of 180.22 feet to a point;
16. North 81°10'00" East, a distance of 96.72 feet to a point;
17. North 89°40'15" East, a distance of 133.47 feet to a point in the City of Grand Prairie City Limit line;

THENCE South 39°55'34" West, with said City limit line, a distance of 262.57 feet to the POINT OF BEGINNING and containing 99.984 acres of land, more or less. Save and except a the following three (3) tract of land leaving a net of 93.222 acres, more or less.

Save and except the following three (3) tracts of land:

1. All of a Called 2.197 acre tract of land described in Special Warranty Deed to Lindsey Blair recorded in Instrument Mo. 2040898, OPRECT
2. Lot 12 of the Sunset Park Addition recorded in Cabinet B, Slide 13 PRECT
3. All of those tracts of land described in Executor's Special Warranty Deed to Robert Lee Bell, Ryan Ray Bell and Kassadi Renee Bell recorded in Instrument No. 1512307 of OPRECT

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



YAZEL PEEBLES & ASSOCIATES LLC

Y

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

TBPELS 10194022
 817.268.3316
 ypassociates.com

2021-140-000 PAGE 1 OF 1



**CITY OF GRAND PRAIRIE
RESOLUTION**

MEETING DATE: 09/20/2022

REQUESTER: Damara Winfrey

PRESENTER: Damara Winfrey, Emergency Management Specialist

TITLE: Resolution for the City of Grand Prairie to enter into an Interlocal Agreement (ILA) with the North Central Texas Council of Governments (NCTCOG); and authorize the City Manager to accept the ILA to proceed with the Solid Waste Implementation Grant project of \$48,560 from the NCTCOG (The Finance and Government Committee reviewed this item on 09/06/2022)

RECOMMENDED ACTION: Approve

ANALYSIS:

The Office of Emergency Management (OEM) is seeking a resolution for an Interlocal Agreement with the North Central Texas Council of Governments for the Solid Waste Implementation Grant project; and authorization of the City Manager to accept the ILA to proceed with the grant project of \$48,560. The ILA will allow OEM to proceed with the grant project and begin the agreement to hire a consulting company to complete the updated Disaster Debris Management (DDM) Plan and facilitate a disaster debris management tabletop exercise for City stakeholders.

FINANCIAL CONSIDERATION:

The City of Grand Prairie is committed to providing applicable matching funds. However, the North Central Texas Council of Governments does not require any matching funds for this Solid Waste Implementation grant and the required ILA. As a result, there is no cash match requirement for this funding source.

BODY

A RESOLUTION FOR AN ILA WITH THE NCTCOG; AUTHORIZE THE CITY MANAGER TO ACCEPT AN ILA FOR THE SOLID WASTE IMPLEMENTATION GRANT PROJECT BY THE FUNDING AGENCY, NCTCOG

WHEREAS, the NCTCOG, directed by the Texas Commission on Environmental Quality (TCEQ), allocates solid waste project funds to local Implementation Grants; and

WHEREAS, the City of Grand Prairie in the State of Texas applied for funding for an updated Disaster Debris Management Plan and disaster debris tabletop exercise for City stakeholders through the Request for Project Applications; and

WHEREAS, the City of Grand Prairie's updated DDM plan and disaster debris tabletop exercise will supplement the City of Grand Prairie's Emergency Management Plan; and

WHEREAS, the City of Grand Prairie must enter into an ILA with the funding agency, the NCTCOG, to start the project and to define the scope of services for the Solid Waste Implementation project and meet the provisions of the Texas Health and Safety Code and regional solid waste management plan objectives.

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

SECTION 1. The City Manager or designee is authorized to accept the application for the NCTCOG FY22-23 Solid Waste Grant award including the updated DDM plan and tabletop exercise project with awarded funding by the TCEQ through the NCTCOG.

SECTION 2. The City of Grand Prairie will comply with the requirements of the NCTCOG, the TCEQ, and the State of Texas, and use the grant funds for which they are intended under the project.

SECTION 3. Activities comply and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

SECTION 4. The City of Grand Prairie will complete an ILA with the NCTCOG to begin the project agreement as required by the funding agency.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20th DAY OF SEPTEMBER 2022.



**CITY OF GRAND PRAIRIE
RESOLUTION**

MEETING DATE: 09/20/2022

REQUESTER: Ryan Simpson

PRESENTER: Ryan Simpson, Assistant Director of Police

TITLE: Resolution supporting the application for and acceptance of a FY 2022 Justice Assistance Grant (JAG) from the United States Department of Justice (DOJ), Bureau of Justice Assistance to be used for law enforcement purposes for \$36,347 in total funding with an agreement for \$10,904.10 to be allocated to funding Dallas County projects and \$1,781 to be allocated to the City of Dallas for fiscal administration fees and expenditures leaving a net amount of \$23,661.90 to the City of Grand Prairie and authorizing the City Manager to execute documents relative to the acceptance of the grant including an interlocal agreement with the City of Dallas, Dallas County, and other Dallas County subrecipients (The Public Safety, Health and Environment Committee reviewed this item on 09/12/2022)

RECOMMENDED ACTION: Approve

ANALYSIS:

The City of Grand Prairie has received notification from the Department of Justice that the City of Dallas and the Grand Prairie Police Department will receive \$36,347.00 in Justice Assistance Grant funds for law enforcement purposes. An eligibility requirement that must be met prior to the distribution of the grant funds is a disparity test. The disparity test seeks to determine if the award of the grant will create an additional burden on the entity charged with prosecuting "Part I Crimes." Part I Crimes are major crimes which include: murder, rape, robbery, aggravated assault, burglary, theft, and auto theft. Dallas County has indicated, in past awards, that a disparity would exist and requested that the Texas Attorney General declare the awards as disparate thus providing them with a share of the awarded grant funds. The Attorney General declared past awards as disparate resulting in the Justice Assistance Grant allocating this year's award to be disparate as well.

In addition, the Bureau of Justice Assistance will allow only one city within a disparate county, namely Dallas County, to submit the Justice Assistance Grant application. The City of Dallas Fiscal Agent has agreed to submit the grant application and future progress reports for a "Fiscal Agent Grant Administration Fee" assessed to each of the area participating cities, which are eligible in this year's grant program. Of the \$36,347 total allocation to the City of Grand Prairie, Dallas County will receive \$10,904.10 and the City of Dallas will receive \$1,781, leaving the City of Grand Prairie with a net total of \$23,661.90 to expend for law enforcement purposes.

Staff recommends this funding be used to on the allowable law enforcement expenses and purchases that best reflect the operational mission of the Department.

FINANCIAL CONSIDERATION:

There is no required cash or in-kind match from the City.

BODY

A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, SUPPORTING AN APPLICATION FOR AND ACCEPTANCE OF A JUSTICE ASSISTANCE GRANT (JAG) FROM THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ) TO BE USED FOR LAW ENFORCEMENT PURPOSES IN THE AMOUNT OF \$36,347 IN TOTAL FUNDING WITH AN AGREEMENT TO SHARE \$10,904.10 WITH DALLAS COUNTY AND \$1,781 WITH THE CITY OF DALLAS AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS RELATIVE TO THE ACCEPTANCE OF THE GRANT INCLUDING AN INTER-LOCAL AGREEMENT WITH THE CITY OF DALLAS, DALLAS COUNTY AND OTHER DALLAS COUNTY SUBRECIPIENTS

WHEREAS, the City is eligible to receive grant funds through the Justice Assistance Grant (JAG) program from the United States Department of Justice, Bureau of Justice Assistance; and

WHEREAS, the grant program requires the City of Dallas to submit a single grant application for all eligible Dallas County entities; and

WHEREAS, all eligible Dallas County entities are required to enter into an inter-local agreement with the City of Dallas, Dallas County, and other Dallas County eligible entities to receive the grant funds; and

WHEREAS, the City will share \$10,904.10 of its \$36,347 in JAG funds with Dallas County; and

WHEREAS, the City will share \$1,781 of its \$25,442.90 remaining JAG funds with the City of Dallas for "Fiscal Agent Grant Administration Fee;" and

WHEREAS, the City will agree to have the Bureau of Justice Assistance directly transfer \$10,904.10 to Dallas County and \$1,781 to the City of Dallas from the \$36,347 JAG funds allocated for the City of Grand Prairie.

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

SECTION 1. The City Council of the City of Grand Prairie, Texas, hereby supports the application for and acceptance of a JAG grant from the United State Department of Justice, Bureau of Justice Assistance for law enforcement purposes.

SECTION 2. The City Council of the City of Grand Prairie, Texas supports an agreement to share \$10,904.10 of its \$36,347 JAG funds for 2022 with Dallas County.

SECTION 3. The City Council of the City of Grand Prairie, Texas supports an agreement to share \$1,781 of its \$36,347 JAG funds for 2022 with the City of Dallas.

SECTION 4. The City Manager is authorized to execute any documents relative to the acceptance of the grant including an inter-local agreement with the City of Dallas, Dallas County, and other Dallas County Subrecipients.

SECTION 5. This resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 20TH DAY OF SEPTEMBER 2022.



**CITY OF GRAND PRAIRIE
RESOLUTION**

MEETING DATE: 09/20/2022

REQUESTER: Brady Olsen

PRESENTER: Brady Olsen, Assistant Finance Director

TITLE: Resolution authorizing the City Manager to negotiate and acquire rights-of-way for the FY 2022/2023 Capital Improvement Projects

RECOMMENDED ACTION: Approve

ANALYSIS:

As part of the Budget process for the Capital Improvement Projects, there is often a necessity for drainage improvements, acquisition of land, rights-of-way, easement for streets, water, and wastewater improvements.

FINANCIAL CONSIDERATION:

As approved by Council for acquisition for the Capital Improvement Projects.

BODY

A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, DETERMINING THE NECESSITY FOR DRAINAGE IMPROVEMENTS, ACQUISITION OF LAND, RIGHTS-OF-WAY AND EASEMENTS FOR STREETS, WATER AND WASTEWATER IMPROVEMENTS; AUTHORIZING AND DIRECTING THE CITY MANAGER'S OFFICE TO BEGIN NEGOTIATIONS FOR DRAINAGE IMPROVEMENTS, ACQUISITION OF LAND, RIGHTS-OF-WAY AND EASEMENTS FOR SAID STREETS, WATER AND WASTEWATER IMPROVEMENTS; AUTHORIZING AND DIRECTING THE CITY MANAGER'S OFFICE TO MAKE RELOCATION PAYMENTS TO ELIGIBLE OCCUPANTS OF PROPERTY ACQUIRED FOR STATE OR FEDERALLY FUNDED PROJECTS, AS REQUIRED; AUTHORIZING THE INSTITUTION OF CONDEMNATION PROCEEDINGS; TO BECOME EFFECTIVE UPON ITS PASSAGE AND APPROVAL

WHEREAS, there are located within the City of Grand Prairie, Texas certain streets, drainage facilities, water and wastewater lines (see section 2) which are in need of replacements or improvements; and

WHEREAS, the City of Grand Prairie, Texas to carry out said projects, must acquire land, rights-of-way, and easements for said replacements and improvements.

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

SECTION 1. It is hereby determined to be in the best interests of the City of Grand Prairie, Texas, and its inhabitants to improve or drainage facilities, replace the streets, water, and wastewater lines; and to carry out said replacements and improvements, it is necessary to acquire land, rights-of-way, and easements from adjoining property owners.

SECTION 2. The City Manager and his staff are hereby authorized and directed to negotiate for and acquire the property necessary for the following:

STORM DRAINAGE PROJECTS FUND

Davis Road New Alignment
 Tarrant Road at Arbor Creek
 Walingford PID Retaining Wall
 Dry Branch and Bear Creek Channelization/Flood Reduction
 Generator for Dorchester Levee
 Sherwood Drainage
 Day Miar from South of Ragland to Prairie Waters
 Henry Branch Improvements
 Carrier Parkway Improvements (Roy Orr to SH360)
 Flood Warning System Modeling and Implementation
 Briarhill Erosion Permanent Solution
 Mike Lewis Erosion
 Master Plan Study Updates
 Miscellaneous Drainage Projects
 Developer Participation
 Bar Ditch Improvements
 Concrete Channel Repair
 Miscellaneous Erosion Projects
 Storm Drain Outfall Repairs
 Miscellaneous Engineering Projects

STREET PROJECTS FUND

Street Assessment Implementation
 Davis Road New Alignment - Design and Construction
 Great Southwest Parkway (Ave. K to Fountain Parkway)
 Day Miar from South of Ragland to Prairie Waters
 Jefferson Street from GSW to SW 23rd
 Wildlife Parkway
 International Corridor Design and Construction

Carrier Parkway Screening Wall, Median and Wastewater Improvements (Cherokee to Dickey)
 Shady Grove from Beltline to East of Roy Orr
 Day Miar Road from England/Broad South (Mansfield Participation)
 City Bridges
 Carrier Parkway Improvements (SH 161 to Roy Orr)
 Carrier Parkway Improvements (Roy Orr to SH360)
 Wildlife Trail Alignment
 Rock Island Rd. Bridge at Bear Creek
 Service Center Paving
 I-30 Wall Beautification
 Jefferson Sidewalks from 23rd to SH 161
 Miscellaneous Sidewalks
 Miscellaneous Intersection Improvements
 Developer Participation
 Guard Rails
 Traffic Signal Improvements
 Miscellaneous Engineering Projects
 Miscellaneous Transportation Projects
 Street Light Improvements
 UPS for Traffic Signals
 Survey Work
 School Flashers
 Handicap Ramps
 Speed Tables

WATER CAPITAL PROJECTS FUND

2N - 2.0 MG Robinson Road EST and 12 MGD Pump Station
 Utility Cuts
 Water Main Replacements (Various Districts)
 8N - 48-inch Supply Line to Parallel Existing 60-inch Supply Line from Terminal Storage Tanks
 Vault Replacement
 AMI Meter Maintenance
 Carrier Parkway Improvements (Phase 3 From Roy Orr to SH360)
 Tarrant Road at Arbor Creek
 Miscellaneous Engineering Projects

WASTEWATER CAPITAL PROJECTS FUND

Duncan Perry Bridge at Johnson Creek
 3-5 South Sector Additional Gravity Mains
 1-10 SSES Evaluation for TRA Basin 5.0J
 FY23 Infiltration/Inflow (Various Districts)
 FY23 Wastewater Main Replacement Project (Various Districts)
 1-9 SSES Evaluation for TRA Basin 3.0W

Upsize to 21" north of Pioneer to address Central Park surcharging
4-2 10-inch gravity line in Gifford St. to Grand Lakes Blvd. and I-30
Heatherbrook to Corn Valley
Carrier Parkway Improvements Roy Orr to SH360)
Tarrant Road at Arbor Creek
Miscellaneous Engineering Projects

SECTION 3. The City Manager and his staff are hereby authorized as negotiators for the City to offer to the property owners any amount up to, but not exceeding, the value of the tract or parcel of land that has been determined by appraisals of the same.

SECTION 4. The City Manager and his staff are hereby authorized to make relocation payments to eligible occupants of property acquired for State or Federally funded projects requiring same in accordance with the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

SECTION 5. If negotiations for the purchase of the property referred to herein are unsuccessful, the City may institute condemnation proceedings to acquire said property.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE,
TEXAS, ON THIS THE 20th DAY OF SEPTEMBER 2022.**