



**CITY OF GRAND PRAIRIE  
CITY COUNCIL DEVELOPMENT COMMITTEE  
COUNCIL BRIEFING ROOM  
TUESDAY, SEPTEMBER 19, 2023 AT 3:30 PM**

## **AGENDA**

*The meeting will be held at City Hall Council Briefing Room, 300 W. Main St, Grand Prairie, Texas, and a quorum of the committee or the presiding member will be physically present. Some members may participate remotely via video conference.*

### **CALL TO ORDER**

### **AGENDA ITEMS**

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

- [1.](#) Minutes of the August 15, 2023 City Council Development Committee Meeting
- [2.](#) 2024 City Council Development Committee Meeting Schedule
- [3.](#) Resolution Authorizing the Execution of a Development Agreement with HC GPM, LLC, HC Harmony Hill, LLC, and Riverside DPH, L.P for the Lakesong Planned Development
- [4.](#) Resolution Consenting to the Creation of Lakesong Municipal Management District Number 1, an In-City Municipal Management District
- [5.](#) Resolution Giving Consent to the Annexation of Land into the Lakesong Municipal Management District No. 1, an In-City Municipal Management District, with said Consent Being Effective Upon Annexation of the Land into the City of Grand Prairie
- [6.](#) Change Order 01 with Landmark Structures in the amount of \$969,004 for redesigned graphics and additional lighting features for the Robinson Road Elevated Storage Tank
- [7.](#) Change Order No. 4 with Dallas County for the widening and extension of Wildlife Pkwy between Belt Line Rd and SH 161 in the amount of \$2,719,383 with the City's contribution for Change Order No. 4 being \$1,614,601
- [8.](#) Annual Contract for highway safety and traffic control products from Centerline Supply, LTD (up to \$400,000.00 annually) through a national interlocal agreement with BuyBoard. This contract will be for one year with the option to renew for three additional one-year periods totaling \$1,600,000.00 if all extensions are exercised
- [9.](#) Construction contract with Andale Construction, Inc. to furnish and install OxCon resurfacing material on the 100 to 300 block of West Main Street behind business parking lots in the amount not to exceed \$717,973.40

10. Annual Contract for Easement and Alley Clearing to Bronco Land Clearing up to \$850,000 annually. This contract will be for one year with the option to renew for four additional one-year periods totaling \$2,749,000 if all extensions are exercised

## **EXECUTIVE SESSION**

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

- (1) Section 551.071 "Consultation with Attorney"*
- (2) Section 551.072 "Deliberation Regarding Real Property"*
- (3) Section 551.074 "Personnel Matters"*
- (4) Section 551.087 "Deliberations Regarding Economic Development Negotiations."*

## **CITIZEN COMMENTS**

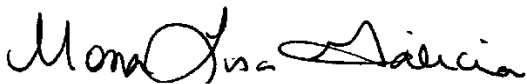
*Citizens may speak during Citizen Comments for up to five minutes on any item not on the agenda by completing and submitting a speaker card.*

## **ADJOURNMENT**

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

### *Certification*

*In accordance with Chapter 551, Subchapter C of the Government Code, V.T.C.A, the City Council Development Committee meeting agenda was prepared and posted September 15, 2023.*



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*Mona Lisa Galicia, City Secretary*



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

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**MEETING DATE:** 09/19/2023

**PRESENTER:** Mike Del Bosque, Chairman

**TITLE:** Minutes of the August 15, 2023 City Council Development Committee Meeting

**REVIEWING COMMITTEE:**

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**CITY OF GRAND PRAIRIE  
CITY COUNCIL DEVELOPMENT COMMITTEE  
COUNCIL BRIEFING ROOM  
TUESDAY, AUGUST 15, 2023 AT 3:30 PM**

## MINUTES

### CALL TO ORDER

#### PRESENT

Chairman Mike Del Bosque  
Council Member Jacquin Headen  
Mayor Pro Tem John Lopez

*Chairman Del Bosque called the meeting to order at 3:31 p.m.*

### AGENDA ITEMS

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

1. Minutes of the July 11, 2023 City Council Development Committee Meeting

*Council Member Headen moved, seconded by Mayor Pro Tem Lopez to approve this item. The motion carried unanimously.*

2. Proposed street name change request to change Esplanade Drive, from Warrior Trail North to the current street end which is approximately 1000-feet, to Selena Gomez Boulevard, and to build a monument for photo opportunities

*Deputy City Manager Bill Hills informed the committee the proposed street name change request to change Esplanade Drive, from Warrior Trail North to the current street end which is approximately 1000-feet, to Selena Gomez Boulevard, and to build a monument for photo opportunities.*

*Mayor Pro Tem Lopez said there are several locations named after Selena Gomez in other cities and noted Selena Gomez is excited to have a location named after her in her hometown. Chairman Del Bosque agreed noting this would bring much excitement as well to the citizen of Grand Prairie. Council Member Headen inquired if there was a monument for consideration at this point. Mr. Hills said not at this time. Council Member Headen asked staff to consider doing a special event for the street name change and monument unveiling on the same day. Mr. Hills said upon Council approval, staff would make the necessary preparations and work with Ms. Gomez's publicist. Mayor Pro Tem Lopez asked that a rendering of the monument be given to Ms. Gomez's publicist as soon as it becomes available for their consideration and approval.*

*Mayor Pro Tem Lopez moved to approve, seconded by Council Member Headen to adopt the street name change as presented and work on the potential monument. The motion carried unanimously.*

### 3. Discussion on Gateway Plan and Entertainment District Areas

*Planning and Development Director Rashad Jackson presented the committee an overview on the Gateway Plan and Entertainment District Areas.*

*Mr. Jackson noted in his presentation available acreage. Chairman Del Bosque asked what would be good to go at this location. Mr. Hills advised the committee the engineering department is working on the hydraulic study of this area to confirm the acreage available for use. Engineering Services Director Noreen Housewright said the hydraulic study would be completed later this year and noted there are some wetlands that the study previously mentioned would help determine the best use for this area as well. Council Member Headen said she would be interested in the wetlands being a water attraction. Mayor Pro Tem Lopez and Council Member Headen inquired if the study would indicate the best use for this area. Mr. Jackson said the Omni Plan shows retail on bottom with multifamily above. Economic Development Director Marty Wieder provided the committee with additional information noting continued contact with the OHT Partners adding the high interest rates has caused the pause. Mr. Wieder mentioned the high-speed rail presentation will be given to Council at the September 6th meeting that will include this area.*

*Chairman Del Bosque said it is time to create a vision that is sustainable and would like this committee's input on their vision goals. Mayor Pro Tem Lopez agreed and said this would be most helpful in the next couple of years. Chairman Del Bosque added it would be most beneficial to start planning now and creating a master plan for the entire city of Grand Prairie and the entertainment district. Mr. Hills said the city is including the master plan in the budget and to start the master plan from the south to the north.*

### **EXECUTIVE SESSION**

*No executive session was held.*

### **CITIZEN COMMENTS**

*There were no citizen comments.*

### **ADJOURNMENT**

*Chairman Del Bosque adjourned the meeting a 4:05 p.m.*



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

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**MEETING DATE:** 09/19/2023

**PRESENTER:** Mike Del Bosque, Chairman

**TITLE:** 2024 City Council Development Committee Meeting Schedule

**REVIEWING  
COMMITTEE:**

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## **2024 City Council Development Committee Meeting Schedule**

January 16

February 20

March 19

April 16

May 21

June 18

July 16

August 20

September 17

October 15

November 19

December 17



**CITY OF GRAND PRAIRIE  
RESOLUTION**

**MEETING DATE:** 09/19/2023

**PRESENTER:** Megan Mahan, City Attorney

**TITLE:** Resolution Authorizing the Execution of a Development Agreement with HC GPM, LLC, HC Harmony Hill, LLC, and Riverside DPH, L.P for the Lakesong Planned Development

**REVIEWING COMMITTEE:** (City Council Development Committee on 09/19/2023)

In 2009, the City approved a development agreement for the Windsor Hills planned development located in the extra-territorial jurisdiction (“ETJ”) of the City. The agreement was amended in 2011. In 2022, the developer sold a significant portion of the land to companies controlled by Huffines. Huffines intends to develop the land as Lakesong and has worked with city staff on development standards for the land. The development includes approximately 37 acres of mixed use development with at least 20% devoted to non-residential uses, 65 acres of urban residential, 620 acres of medium residential, 50 acres of estate residential, and 330 acres of open space or parks with a connected public trail system. The residential development will include a mixture of housing types and densities.

The agreement anticipates the infrastructure for the Lakesong Development will be funded in part by Lakesong Municipal Management District No. 1 (“District”). The agreement provides for the ETJ land to be annexed into the City after the District is formally created and the ETJ land is removed from an existing fresh water supply district. Formal creation of the District requires approval by the Texas Commission on Environmental Quality (“TCEQ”) which is anticipated to take six months to a year.

The creation of the district as an in-city district and addition of the ETJ land into the district is being presented for consideration concurrently with this item.

**BODY**

**A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT FOR THE LAKESONG DEVELOPMENT AND RECOGNIZING THE CURRENT UNIFIED DEVELOPMENT CODE OF THE CITY OF GRAND PRAIRIE**

**WHEREAS,** HC GPM, LLC, HC Harmony Hill, LLC, and Riverside DPH, L.P, own approximately 1,200 acres of land (the “Property”) located within the corporate boundaries of the City of Grand Prairie or its extra-territorial jurisdiction (“ETJ”); and



**WHEREAS,** HC GPM, LLC, HC Harmony Hill, LLC, and Riverside DPH, L.P wish to develop the Property all within the corporate boundaries of the City of Grand Prairie; and

**WHEREAS,** HC GPM, LLC, HC Harmony Hill, LLC, Riverside DPH, L.P, and the City desire to establish the development standards and conditions precedent to annexation for the Property currently located in the City’s ETJ.

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

**SECTION 1.** The City Manager is authorized to execute a development agreement with HC GPM, LLC, HC Harmony Hill, LLC, and Riverside DPH, L.P, which provides the development standards applicable to the Lakesong ETJ Development and conditions precedent to annexation of the property.

**SECTION 2.** Exhibit “A” represents the Unified Development Code, exclusive of Planned Developments and Specific Use Permits, as it exists as of September 19, 2023, for the purposes of administration of the development agreement.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 19TH DAY OF SEPTEMBER 2023.**



**CITY OF GRAND PRAIRIE  
RESOLUTION**

**MEETING DATE:** 09/19/2023

**PRESENTER:** Megan Mahan, City Attorney

**TITLE:** Resolution Consenting to the Creation of Lakesong Municipal Management District Number 1, an In-City Municipal Management District

**REVIEWING COMMITTEE:** (Reviewed by the City Council Development Committee on 09/19/2023)

**PURPOSE OF REQUEST:**

Create an In-City Municipal Management District which will provide funding for roads, water, and wastewater to support the Lakesong development.

**HISTORY:**

In 2009, the City approved a development agreement for the Windsor Hills planned development located in the extra-territorial jurisdiction ("ETJ") of the City. The agreement was amended in 2011. In 2022, the developer sold a significant portion of the land to companies controlled by Huffines. The Lakesong Development Agreement is being presented for consideration concurrently with this item.

**BODY**

**A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, GIVING CONSENT TO THE CREATION OF THE LAKESONG MUNICIPAL MANAGEMENT DISTRICT NO. 1**

**WHEREAS**, HC Harmony Hill, LLC, a Texas limited liability company (referred to herein as the "Petitioner") has petitioned the City of Grand Prairie (the "City") requesting consent to the creation of the Lakesong Municipal Management District No. 1 ("District") encompassing 61.31 acres located within the corporate limits of the City ("Land"); and

**WHEREAS**, a copy of such petition is attached hereto as Exhibit "A" and made a part hereof (the "Petition"); and

**WHEREAS**, Petitioner intends to request that the District be governed by a Board of Directors consisting of five (5) persons and proposes the names of the five (5) initial Directors; and

**WHEREAS**, Texas Local Government Code, Section 375.022(c)(6), provides that a petition to the Texas

Commission on Environmental Quality ("TCEQ") requesting creation of the District must include a resolution of the City Council in support of creation of the District; and

**WHEREAS**, the City Council of the City desires to adopt a Resolution consenting to the creation of the District subject to the conditions set forth herein.

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

**SECTION 1.** All of the matters and facts set out in the preamble hereof be true and correct.

**SECTION 2.** The City Council of the City of Grand Prairie, Texas, hereby gives its written consent by resolution, as provided by Section 375.022(c)(6), Texas Local Government Code, to creation of the Lakesong Municipal Management District No. 1 and the inclusion of the Land in the District upon the condition that no additional land may be added to the District unless (a) such additional land is within the City's corporate boundary, (b) no more than 95 acres of such additional land was in the City's corporate boundary on the date this Resolution was passed and approved, and (c) such additional land is added solely in conformance with the requirements of the Development Agreement between the City, HC GPM, LLC, HC Harmony Hill, LLC and Riverside DPH, L.P. effective on September 19, 2023, as amended.

**SECTION 3.** The City supports the District being governed by a five (5) person Board of Directors and the appointment by the Texas Commission on Environmental Quality of the five (5) persons listed in the Petition.

**SECTION 4.** Pursuant to the provision of Texas Local Government Code 375.207(b) the City consents to the issuance of bonds by the District for the facilities and budgeted amount referenced in the Petition.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 19TH DAY OF SEPTEMBER 2023.**

PETITION FOR CONSENT TO THE CREATION  
OF THE LAKESONG MUNICIPAL MANAGEMENT DISTRICT NO. 1

THE STATE OF TEXAS                    §  
COUNTY OF ELLIS                    §  
TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF GRAND PRAIRIE,  
TEXAS:

The undersigned HC Harmony Hill, LLC, a Texas limited liability company (the "Petitioner"), acting pursuant to the applicable provisions of Chapter 375, Texas Local Government Code, as amended, respectfully petitions the City Council of the City of Grand Prairie, Texas, a home rule municipality (the "City"), for its written consent to the creation of a municipal management district and would show the following:

I.

The name of the District is the "Lakesong Municipal Management District No. 1" (the "District").

II.

The District shall be created and organized under the authority of Article XVI, Section 59, and Article III, Sections 52 and 52-a, of the Texas Constitution, Chapter 375, Texas Local Government Code, and Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto.

III.

The District contains an area of approximately 61.3 acres of land (the "Land"), situated in Ellis County, Texas, as described in Exhibit "A". All of the Land currently is located within the corporate boundaries of the City and all of the Land may be properly included in the District.

IV.

The Petitioner represents that it holds title to all of the Land as shown by the Ellis County Tax Rolls and conveyance of record.

V.

The general nature of the work to be done by the District at the present time is the provision of the supplemental services and the construction, acquisition, maintenance, and operation of certain improvements and services authorized under the laws governing the District to serve the Land, including, but not limited to, the providing of water, wastewater, drainage and road facilities (collectively, the "Facilities").

VI.

There is a necessity for the improvements above described because the Land is located within an area that is experiencing substantial and sustained residential growth, is urban in nature

and is not supplied with adequate water, sanitary sewer and drainage facilities and roads. The health and welfare of the future inhabitants of the Land require the Facilities. The purchase, construction, extension, and improvement of such Facilities will conserve and preserve the natural resources of this State by promoting and protecting the purity and sanitary condition of the State's waters and will promote and protect the public health and welfare of the community; therefore, a public necessity exists for the inclusion of the Land within the District.

#### VII.

A preliminary investigation has been made to determine the total cost of the District's Facilities, and it is now estimated by the Petitioner, from such information as it has at this time, that such cost will be approximately \$5,850,000.

#### VIII

Petitioner desires the Board of Directors to be established having five (5) members and requests that the following persons be appointed to the Board of Directors of the District:

1. Max Miller
2. Chris Young
3. Sam Mota
4. Fernando Bocanegra
5. Dylan Klein

WHEREFORE, the Petitioner prays that this petition be heard and that the City Council duly pass and approve an ordinance or resolution granting its consent to (i) the creation of the District, (ii) authorizing the inclusion of the Land within the District, and (iii) appointing the five (5) named persons to the Board of Directors of the District.

[EXECUTION PAGE FOLLOWS.]

RESPECTFULLY SUBMITTED this 16 day of August, 2023.

HC Harmony Hill, LLC  
a Texas limited liability company

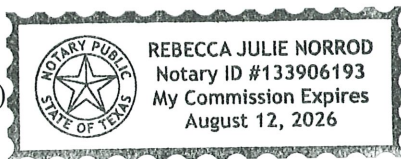
By: HC Harmony Hill Manager, Inc.,  
its Managing Member

By: *Phillip W. Luffines*  
Name: PHILLIP W. LUFFINES  
Title: VICE PRESIDENT

THE STATE OF TEXAS §  
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 16<sup>th</sup> day of August, 2023, by PHILLIP W. LUFFINES, VICE PRESIDENT of HC Harmony Hill, LLC, a Texas limited liability company, by HC Harmony Hill Manager, Inc., its Managing Member on behalf of said company.

(NOTARY SEAL)



*Rebecca Julie Norrod*  
Notary Public in and for the State of Texas

**EXHIBIT A**  
**THE LAND**

BEING A 61.31 ACRE TRACT OF LAND, SITUATED IN THE JOSEPH STEWART SURVEY, ABSTRACT NO. 961, BEING OUT OF THE TRACTS OF LAND DESCRIBED BY DEED TO HC HARMONY HILL LLC AS RECORDED IN INSTRUMENT NO.'S 2224153 AND 2224154, DEED RECORDS, ELLIS COUNTY, TEXAS (D.R.E.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY THE METES AND BOUNDS AS FOLLOWS:

BEGINNING at a found Aluminum Disk TX-DOT monument being a point in the existing northeast right-of-way line of West U.S. Highway 287 (having a variable width Right-Of-Way), also being the west corner of a tract of land described by deed to Kreher Steel Co. Inc., as recorded in Volume 2244, Page 1334, D.R.E.C.T.;

THENCE along the said existing northeast right-of-way line of West U.S. Highway 287 the following bearings and distances:

North 50°39'14" West, a distance of 1203.70 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

North 50°53'38" West, a distance of 58.13 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

North 52°32'36" West, a distance of 196.96 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

North 50°38'03" West, a distance of 1181.10 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

North 46°40'14" West, a distance of 61.88 feet to a found Aluminum Disk TX-DOT monument for a point;

North 50°46'02" West, a distance of 228.94 feet to a set 1/2 inch iron rod with a "GAI" cap, being the south corner of a tract of land described by deed to Dr. R. G. Alexander, DDS, MD, and spouse Janna Alexander, as recorded in Volume 2600, Page 1493, D.R.E.C.T.;

THENCE North 60°04'27" East, leaving the said existing northeast right-of-way line of West U.S. Highway 287, and along the southeast line of said Alexander tract, a distance of 845.68 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE South 01°07'47" East, continuing along the said southeast line of the Alexander tract, a distance of 312.79 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE North 59°28'48" East, continuing along the said southeast line of the Alexander tract, a distance of 314.47 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE South  $50^{\circ}43'31''$  East, leaving said southeast line of the Alexander tract, a distance of 3174.58 feet to a set 1/2 inch iron rod with a "GAI" cap for a point, being in the southeast line of said HC Harmony Hill LLC tract, and being in the northwest line of a tract of land described by deed to Wendell G. Watson, ET AL, as recorded in Volume 1047, Page 663, D.R.E.C.T., being a common line;

THENCE South  $58^{\circ}50'54''$  West, along said common line, a distance of 371.88 feet to a set 1/2 inch iron rod with a "GAI" cap, being the east corner of said Kreher Steel tract;

THENCE along the northeast and northwest line of said Kreher Steel tract the following bearings and distances:

North  $62^{\circ}14'04''$  West, a distance of 228.11 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

North  $72^{\circ}36'09''$  West, a distance of 170.09 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

South  $85^{\circ}23'38''$  West, a distance of 141.06 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

North  $57^{\circ}25'06''$  West, a distance of 229.20 feet to a set 1/2 inch iron rod with a "GAI" cap, being the north corner of said Kreher Steel tract;

South  $46^{\circ}28'11''$  West, a distance of 221.97 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

South  $30^{\circ}00'31''$  West, a distance of 45.27 feet to the POINT OF BEGINNING and CONTAINING 2,670,822 square feet, 61.31 acres of land, more or less.





**CITY OF GRAND PRAIRIE  
RESOLUTION**

**MEETING DATE:** 09/19/2023

**PRESENTER:** Megan Mahan, City Attorney

**TITLE:** Resolution Giving Consent to the Annexation of Land into the Lakesong Municipal Management District No. 1, an In-City Municipal Management District, with said Consent Being Effective Upon Annexation of the Land into the City of Grand Prairie

**REVIEWING COMMITTEE:** (Reviewed by the City Council Development Committee on 09/19/2023)

**PURPOSE OF REQUEST:**

Authorize the addition of approximately 1139 acres of land into the Lakesong Municipal Management District No. 1. The authorization will not be effective until after the land is annexed into the City.

**HISTORY:**

In 2009, the City approved a development agreement for the Windsor Hills planned development located in the extra-territorial jurisdiction ("ETJ") of the City. The agreement was amended in 2011. In 2022, the developer sold a significant portion of the land to companies controlled by Huffines. The Lakesong Development Agreement and creation of Lakesong MMD No. 1 are being presented for consideration concurrently with this item.

**BODY**

**A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, GIVING CONSENT TO THE ANNEXATION OF LAND INTO THE LAKESONG MUNICIPAL MANAGEMENT DISTRICT NO. 1**

**WHEREAS**, HC GPM, LLC, a Texas limited liability company and Riverside DPH, L.P. (referred to collectively herein as the "Petitioner") have petitioned the City of Grand Prairie (the "City") requesting consent to the annexation of a total of 1,139.12 acres of land (the "Property") located in Ellis County, Texas, into the Lakesong Municipal Management District No. 1 ("District"); and

**WHEREAS**, a copy of such petition is attached hereto as Exhibit "A" and made a part hereof (the "Petition"); and

**WHEREAS**, the District to be created by the Texas Commission on Environmental Quality ("TCEQ") will encompass the 61.31 acres described in Exhibit "B" to the Petition; and

**WHEREAS**, a portion of the Property lies within the corporate limits of the City and the remainder lies wholly within the extraterritorial jurisdiction of the City ("ETJ"); and

**WHEREAS**, Texas Local Government Code, Section 375.043, provides that following approval of the City Council of the City, the District may annex land using the procedures in Texas Water Code, Sections 49.301 and 54.016; and

**WHEREAS**, the approval of annexation of the Property into the District is required by Section 375.043(a), Texas Local Government Code, must be freely given and the deemed or forced consent under Section 42.042, Texas Local Government Code, and Section 54.016, Texas Water Code do not apply to annexation of land by the District; and

**WHEREAS**, the City Council of the City desires to adopt a Resolution consenting to the annexation of the Property into the District subject to the conditions set forth herein.

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

**SECTION 1.** That all of the matters and facts set out in the preamble hereof are true and correct.

**SECTION 2.** That the City Council of the City of Grand Prairie, Texas, hereby gives its written consent, as provided by Section 42.042, Texas Local Government Code, and Section 54.016, Texas Water Code, to the annexation of the Property into the Lakesong Municipal Management District No. 1, conditioned upon: (a) all of the Property being located within the corporate limits of the City before the Property is annexed into the District, (b) no petition for release of any portion of the Property from the ETJ is received from the City prior to the City annexing all of the Property in the City's ETJ on the date this Resolution was passed and approved, (c) no such additional land, other than the Property, was in the City's corporate boundary on the date the District was created by TCEQ, and (d) such additional land is added solely in conformance with the requirements of the Development Agreement between the City, HC GPM, LLC, HC Harmony Hill, LLC and Riverside DPH, L.P. effective on September 19, 2023, as amended.

**SECTION 3.** That this Resolution shall become effective upon the City's annexation of the entire portion of the Property located in the City's ETJ.

**SECTION 4.** That pursuant to the provision of Texas Local Government Code 375.207(b) the City consents to the issuance of bonds by the District for the facilities and budgeted amount referenced in the Petition.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 19TH DAY OF SEPTEMBER 2023.**

PETITION FOR CONSENT TO ANNEXATION OF LAND  
INTO THE LAKESONG MUNICIPAL MANAGEMENT DISTRICT NO. 1

THE STATE OF TEXAS     §

COUNTY OF ELLIS         §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF GRAND PRAIRIE,  
TEXAS:

The undersigned HC GPM, LLC, a Texas limited liability company, and Riverside DPH, L.P. a Texas limited partnership (collectively the "Petitioner"), being the owner of the land described on Exhibit "A" attached hereto, respectfully petition the City of Grand Prairie, Texas (the "City") for its consent to the annexation of such land into the proposed the Lakesong Municipal Management District No. 1, which is being created with the consent of the City and conditions to creation contained in Resolution No. \_\_\_\_\_, to include the 61.31 acres described in Exhibit "B" (the "District"). In support of this Petition, the Petitioner would show the following:

I.

The land sought to be annexed into the District is described by metes and bounds in Exhibit "A," attached hereto and made a part hereof for all purposes (the "Property").

II.

Currently, the Property lies partially within the corporate limits of the City and the remainder lies wholly within the extraterritorial jurisdiction ("ETJ") of the City. That portion currently located in the ETJ will be wholly annexed into the corporate limits of the City before it is annexed into the District. The Property will be annexed into the District promptly after (i) the District is created by the Texas Commission on Environmental Quality, and (ii) that portion of the Property currently located in the ETJ is annexed into the corporate limits of the City, subject to approval of annexation by the City as required by Section 375.043(a), Texas Local Government Code, which must be freely given. The deemed or forced consent under Section 42.042, Texas Local Government Code, and Section 54.016, Texas Water Code, do not apply to annexation of land by the District.

III.

The Petitioner is the holder of title to the Property as shown by the Ellis County Tax Rolls and conveyances of record.

IV.

The general nature of the work to be done by the District at the present time is the construction, and acquisition of certain public infrastructure improvements authorized under the laws governing the

District to serve the Property, including, but not limited to, the providing of water, wastewater, drainage and road facilities (collectively, the "Facilities").

V.

There is a necessity for the improvements above described because the Property is located within an area that is experiencing substantial and sustained residential growth, is urban in nature and is not supplied with adequate water, sanitary sewer and drainage facilities and roads. The health and welfare of the future inhabitants of the Property require the Facilities. The purchase, construction, extension, and improvement of such Facilities will conserve and preserve the natural resources of this State by promoting and protecting the purity and sanitary condition of the State's waters and will promote and protect the public health and welfare of the community; therefore, a public necessity exists for the inclusion of the Property within the District.

VI.

A preliminary investigation has been instituted to determine the cost of the Facilities attributable to the Property, and it is now estimated by those filing this Petition, from such information as they have at this time, that the ultimate cost of the Facilities contemplated to be constructed to serve the Property will be approximately \$279,755,906.

WHEREFORE, the undersigned respectfully pray that this Petition be granted in all respects and that the City Council of the City adopt a resolution giving its written consent to the annexation of the Property into the District.

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"PETITIONER"

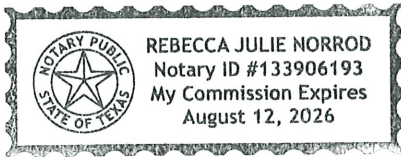
**HC GPM, LLC**  
a Texas limited liability company

By: *Phillip W. Huffines*  
Name: PHILLIP W. HUFFINES  
Title: MANAGING DIRECTOR

THE STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on this 16<sup>th</sup> day of August, 2023, by PHILLIP W. HUFFINES, MANAGING DIRECTOR of HC GPM, LLC, a Texas limited liability company, on behalf of said company.



(SEAL)

*Rebecca Julie Norrod*  
Notary Public in and for  
the State of Texas

"PETITIONER"

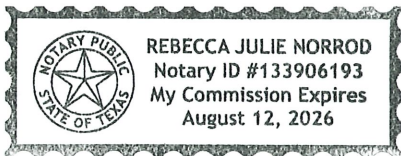
**Riverside DPH, L.P.,**  
a Texas limited partnership

By: Riverside DPH GP, LLC  
its general partner

By: *Phillip W. Huffines*  
Name: PHILLIP W. HUFFINES  
Title: Managing Member

STATE OF TEXAS                   §  
   §  
COUNTY OF DALLAS           §

This instrument was acknowledged before me on August 16, 2023 by PHILLIP W. HUFFINES Managing Member of Riverside DPH GP, LLC, the general partner of Riverside DPH, L.P., a Texas limited partnership, on behalf of said limited partnership.



*Rebecca Julie Norrod*  
Notary Public, State of Texas

**EXHIBIT "A"**  
**METES AND BOUNDS DESCRIPTION OF THE PROPERTY**

**TRACT 1**

BEING A 1,045 ACRE TRACT OF LAND, SITUATED IN THE S.A. & M.G.R.R. CO. SURVEY, ABSTRACT NO. 1056, D. MORGAN SURVEY, ABSTRACT NO. 1224, J. THOMPSON SURVEY, ABSTRACT NO. 1086, J. JONES SURVEY, ABSTRACT NO. 583, JOSEPH STEWART SURVEY, ABSTRACT NO. 961, AND THE A. REEVES SURVEY, ABSTRACT NO. 939, BEING OUT OF THE TRACTS OF LAND DESCRIBED BY DEED TO HC GPM LLC AS RECORDED IN INSTRUMENT NO. 2213805, DEED RECORDS, ELLIS COUNTY, TEXAS (D.R.E.C.T.), ALSO BEING A PORTION OF THE TRACTS OF LAND DESCRIBED BY DEED TO HC HARMONY HILL LLC, AS RECORDED IN INSTRUMENT NO.'S 2224153 AND 2224154, D.R.E.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY THE METES AND BOUNDS AS FOLLOWS:

COMMENCING at a found Aluminum Disk TX-DOT monument being a point in the existing northeast right-of-way line of West U.S. Highway 287 (having a variable width Right-Of-Way), also being the west corner of a tract of land described by deed to Kreher Steel Co. Inc., as recorded in Volume 2244, Page 1334, D.R.E.C.T.;

THENCE North 30°37'22" West, a distance of 2,469.23 feet to the POINT OF BEGINNING, being a set 1/2 inch iron rod with a "Graham Assoc Inc" (GAI) cap, and being in the southeast line of a tract of land conveyed by deed to Dr. R. G. Alexander, DDS, MSD, and Spouse Janna Alexander, as recorded in Volume 2600, Page 1493, D.R.E.C.T., also being in the northwest line of said HC Harmony Hill, LLC tract,

THENCE North 59°28'48" East, continuing along the said southeast line of the Alexander tract, a distance of 1,227.56 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE North 59°42'41" East, continuing along the said southeast line of the Alexander tract, a distance of 1353.49 feet to a set 1/2 inch iron rod with a "GAI" cap, being the east corner of said Alexander tract, also being the southwest corner of the northern remainder tract of land of said deed to Randol Mill Capital LLP;

THENCE North 00°25'19" West, along the south line of said Randol Mill Capital LLP northern tract, a distance of 199.74 feet to a found 1/2 inch iron rod with a yellow cap stamped "DCA INC", being the southeast corner of said Randol Mill Capital LLP northern tract;

THENCE North 80°44'05" East, leaving the said south line of Randol Mill Capital LLP northern tract, and along the east line of said Randol Mill Capital LLP northern tract, a distance of 901.24 feet to a found 1/2 inch iron rod with a yellow cap stamped "DCA INC", being the northeast corner of said Randol Mill Capital LLP northern tract;

THENCE North 00°34'32" West, leaving the said east line of Randol Mill Capital LLP northern tract, and along the north line of said Randol Mill Capital LLP northern tract, a distance 1162.27

feet to a set 1/2 inch iron rod with a "GAI" cap, being the northwest corner of said Randol Mill Capital LLP northern tract, also being in the east line of said Alexander tract;  
 THENCE South 80°39'59" West, leaving the said north line of said Randol Mill Capital LLP northern tract, and along the said east line of the Alexander tract, a distance of 899.64 feet to a set 1/2 inch iron rod with a "GAI" cap, being the north corner of said Alexander tract, also being a point for corner on the east line of a U.S.A. tract taken for lake purposes;

THENCE along said east line of U.S.A. Lake tract the following bearings and distances:

North 00°39'30" West, a distance of 1020.64 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;  
 North 00°18'44" West, a distance of 377.75 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;  
 North 74°18'19" East, a distance of 313.49 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;  
 South 84°01'57" East, a distance of 690.12 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;  
 North 67°27'25" West, a distance of 467.88 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;  
 North 06°00'25" West, a distance of 1605.91 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;  
 North 34°58'18" East, a distance of 449.38 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;  
 South 87°16'02" East, a distance of 508.67 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;  
 North 03°14'20" East, a distance of 467.31 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;  
 North 29°57'57" West, a distance of 469.84 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;  
 North 63°28'38" West, a distance of 386.07 feet to a set 1/2 inch iron rod with a "GAI" cap, being the southeast corner of a tract of land described by deed to the U.S.A., as recorded in Volume 696, Page 307, D.R.E.C.T.;

THENCE leaving said east line of U.S.A. Lake tract, and along the east line of said U.S.A. tract the following bearings and distances:

North 00°44'59" West, a distance of 314.29 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;  
 North 00°22'03" West, a distance of 342.47 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;  
 North 51°17'16" West, a distance of 518.01 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;  
 North 28°37'06" East, a distance of 559.09 feet to a found Aluminum Army Corp of Engineers monument for a point;  
 North 50°53'29" East, a distance of 867.05 feet to a found Aluminum Army Corp of Engineers monument for a point;



North 16°55'44" East, a distance of 515.50 feet to a found 5/8 inch iron rod, being in the southwest corner of a tract of land described by deed to the City of Grand Prairie, as recorded in Volume 2458, Page 370. D.R.E.C.T.;

THENCE South 89°56'00" East, leaving said east line of the U.S.A. tract, and along the south line of said Grand Prairie tract, a distance of 318.30 feet to a found Mag Nail, being the southeast corner of said City of Grand Prairie tract, also being in the southwest line of a tract of land described by deed to Atherton & Murphy Holdings Inc., as recorded in Volume 973, Page 263, D.R.E.C.T.;

THENCE South 00°04'27" West, leaving the said south line of the Grand Prairie tract, and along the said southwest line of Atherton & Murphy tract, a distance of 1557.48 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE North 89°50'14" East, continuing along the said southwest line of the Atherton & Murphy tract, a distance of 1088.78 feet to a found Mag Nail, being the northwest corner of a tract of land described by deed to Hal T. Thorne, as recorded in Instrument No. 1632258, D.R.E.C.T.;

THENCE South 00°08'12" East, leaving the said southwest line of the Atherton & Murphy tract, and along the west of said Thorne tract, a distance of 711.72 feet to a found 1/2 inch iron rod with a cap stamped "LANDPOINT", being the southwest corner of said Thorne tract;

THENCE North 89°51'04" East, leaving said west line of, and along the south line of said Thorne tract, a distance of 2090.91 feet to a found 5/8 inch iron rod with a cap stamped "LANDPOINT", being the southeast corner of said Thorne tract, also being in the said southwest line of the Atherton & Murphy tract;

THENCE South 43°37'04" East, leaving the said south line of the Thorne tract, and along the said southwest line of the Atherton & Murphy tract, a distance of 495.81 feet to a found 5/8 inch iron rod with a cap stamped "LANDPOINT" for a point;

THENCE South 59°31'36" East, continuing along said southwest line of the Atherton & Murphy tract, a distance of 712.62 feet to a found Mag Nail for a point;

THENCE South 39°45'25" East, continuing along said southwest line of the Atherton & Murphy tract, a distance 435.78 feet to a 1/2 inch with a yellow cap stamped "DCA INC" for a point;

THENCE South 06°10'01" East, continuing along the said southwest line of the Atherton & Murphy tract, until passing at a distance of 239.34 feet the south corner of said Atherton & Murphy tract, being the northwest corner of a tract of land described to the TCBL Corporation, as recorded in Volume 2160, Page 27, D.R.E.C.T., and continuing along the west line of said TCBL Corporation tract, a total distance of 596.39 feet to a set 1/2 inch iron rod with a "GAI" cap, being in the north line of a tract of land described by deed to Burnitt Irrevocable Trust, as recorded in Document Number 1519720, D.R.E.C.T.;

THENCE South 88°42'01" West, a distance of 935.97 feet to a set 1/2 inch iron rod with a "GAI" cap, being the northeast corner of a tract of land described by deed to Michael Graham, as recorded

in Volume 2384, Page 642, D.R.E.C.T., also being the northern most northeast corner of a tract of land described by deed to One Windsor Hills LP, as recorded in Volume 2199, Page 2119, D.R.E.C.T.;

THENCE South 89°46'05" West, along the north line of said One Windsor Hills tract, a distance of 562.56 feet to a set 1/2 inch iron rod with a "GAI" cap, being a point in the east line of a tract of land described by deed to Texas Midstream Gas Services as recorded in Volume 2687, Page 2254, D.R.E.C.T.;

THENCE North 01°07'09" West, leaving the said north line of the One Windsor Hills tract, and along the said east line of the Texas Midstream tract, a distance of 184.68 feet to a set 1/2 inch iron rod with a "GAI" cap, being the northeast corner of said Texas Midstream tract;

THENCE South 83°27'27" West, leaving said east line of, and along the north line of said Texas Midstream tract, a distance of 1386.37 feet to a set 1/2 inch iron rod with a "GAI" cap, being the northwest corner of said Texas Midstream tract;

THENCE South 01°07'51" East, leaving said north line of, and along the west of said Texas Midstream tract, a distance of 32.27 feet to a set 1/2 inch rod with a "GAI" cap, being in the north line of said One Windsor tract;

THENCE South 89°46'05" West, leaving the said west line of the Texas Midstream tract, and along the said north line of the One Windsor tract, a distance of 59.03 feet to a set 1/2 inch iron rod with a "GAI" cap, being the northwest corner of said One Windsor tract;

THENCE South 00°13'55" East, leaving the said north line of, and along the west line of said One Windsor tract, a distance of 1965.03 feet to a set 1/2 inch iron rod with a "GAI" cap, being the southwest corner of said One Windsor tract;

THENCE South 83°32'55" East, leaving the said west line of, and along the south of said One Windsor tract, a distance of 447.87 feet to a set 1/2 inch iron rod with a "GAI" cap, being the northwest corner of a tract of land described by the deed recorded in JAS Holdings LLC, as recorded in Volume 2051, Page 2082, D.R.E.C.T.;

THENCE South 00°16'39" East, leaving the said south line of the One Windsor tract, and along the west line of said JAS Holdings tract, a distance of 712.69 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE South 28°35'03" East, continuing along said west line of the JAS Holdings tract, a distance of 1286.07 feet to a 1/2 inch iron rod with a "GAI" cap, being the southwest corner if said JAS Holdings tract, also being the northwest corner of the remainder of Tract II described by deed to One Windsor Hills LP, as recorded in Volume 2199, Page 2425, D.R.E.C.T.;

THENCE South 28°35'55" East, leaving the said west line of the JAS Holdings tract, and along the west line of said remainder of Tract II, distance of 306.17 feet to a set 1/2 inch iron rod with a "GAI" cap, for the beginning of a tangent curve to the right having a radius of 1560.13 feet, a

central angle of 24°18'13", and a long chord which bears South 16°26'49" East, 656.83 feet;

THENCE continuing along the said west line of remainder of Tract II, and along said curve to the right, an arc distance of 661.78 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE South 04°17'42" East, continuing along the said west line of remainder of Tract II, a distance of 276.60 feet to a set 1/2 inch iron rod with a "GAI" cap, being the southwest corner of said remainder of Tract II;

THENCE North 89°32'54" East, along the south line of said remainder of Tract II, a distance of 1028.27 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE South 00°43'43" West, leaving said south line of the remainder of Tract II, a distance of 1491.00 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE South 04°47'16" East, a distance of 33.02 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE South 63°08'29" West, a distance of 760.55 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE South 61°09'15" West, a distance of 322.66 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE South 63°34'35" West, a distance of 272.26 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE South 68°55'46" West, a distance of 241.36 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE South 71°19'10" West, a distance of 270.19 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE South 80°23'15" West, a distance of 1119.17 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE South 30°27'05" East, a distance of 808.63 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE South 59°50'30" West, a distance of 1658.80 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE North 50°44'03" West, a distance of 834.78 feet to a set 1/2 inch iron rod with a "GAI" cap, being in the south line of the southern remainder of a tract of land described by deed to Randol Mill Capital LLP, as recorded in Volume 2181, Page 1612, D.R.E.C.T.;

THENCE North 81°42'35" East, along the south line of said Randol Mill Capital southern tract, a distance of 657.72 feet to a set 1/2 inch iron rod with a "GAI" cap, being in the southeast corner of said Randol Mill Capital southern tract;

THENCE North 30°55'31" West, leaving said south line of, and along the east line of said Randol Mill Capital southern tract, a distance of 1162.24 feet to a set 1/2 inch iron rod with a "GAI" cap, being the northeast corner of said Randol Mill Capital southern tract;

THENCE South 81°41'41" West, leaving said east line of, and along the north line of said Randol Mill Capital southern tract, a distance of 899.91 feet to a set 1/2 inch iron rod with a "GAI" cap, being in the northwest corner of said Randol Mill Capital southern tract;

THENCE South 30°54'43" East, leaving the said north line, and along the west line of said Randol Mill Capital southern tract, a distance of 210.08 feet to a set 1/2 inch iron rod with a "GAI" cap, being in the north corner of a tract of land described by deed to Wendell G. Watson, ET AL, as recorded in Volume 1047, Page 663, D.R.E.C.T.;

THENCE South 58°50'54" West, leaving said west line of Randol Mill Capital southern tract, and along the northwest line of said Wendell G. Watson tract, being a common line, a distance of 152.33 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE North 50°43'31" West, leaving said common line, a distance of 3,174.58 feet to the POINT OF BEGINNING and CONTAINING 45,534,748 square feet, 1,045 acres of land, more or less.

## **TRACT 2**

BEING A 94.12 ACRE TRACT OF LAND SITUATED IN THE J. JONES, ABSTRACT NO. 583 AND THE A. REEVES SURVEY, ABSTRACT NO. 939, ELLIS COUNTY, TEXAS, BEING PART OF TRACT OF LAND CONVEYED TO HC GPM LLC, RECORDED IN INSTRUMENT NO. 2213805, DEED RECORDS, ELLIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a found TxDOT Aluminum Disk, being in the existing northeast right-of-way line of West U.S. Highway 287 (having a variable width Right-Of-Way), and being in the southwest line of said HC GPM LLC tract, being a common line;

THENCE North 51°07'00" West, a distance of 490.32 feet to the POINT OF BEGINNING, being a set 1/2 inch iron rod with a "Graham Assoc Inc" (GAI) cap, and being in said common line, and also being in the northwestern city limit line of Midlothian, Texas;

THENCE North 49°03'20" West, along said common line, a distance of 311.98 feet to a set 1/2 inch iron rod with GAI cap, for the beginning of a non-tangent curve to the right, having a radius of 1585.00 feet, a central angle of 20°33'33" and a long chord which bears North 50°38'59" East, 565.69 feet;

THENCE along said non-tangent curve to the right, leaving said common line, an arc distance of

568.74 feet to a set 1/2 inch iron rod with GAI cap;

THENCE North 47°29'39" West, a distance of 787.92 feet to a set 1/2 inch iron rod with GAI cap, being the southeast corner of a tract of land described by deed to Wendell G. Watson Et Al, as recorded in Volume 1047, Page 663, Deed Records, Ellis County, Texas;

THENCE North 30°46'51" West, along the east line of said Wendell G. Watson tract, a distance of 229.26 feet to a set 1/2 inch iron rod with GAI cap, being the southwest corner of a remainder tract of land described by deed to Randol Mill Capital, LLP, as recorded in Volume 2181, Page 1612, Deed Records, Ellis County, Texas;

THENCE North 81°42'35" East, along the south line of said Randol Mill Capital tract, a distance of 242.55 feet to a set 1/2 inch iron rod with GAI cap;

THENCE South 50°44'03" East, leaving said south line of Randol Mill Capital tract, a distance of 834.78 feet to a set 1/2 inch iron rod with GAI cap;

THENCE North 59°50'30" East, a distance of 1658.80 feet to a set 1/2 inch iron rod with GAI cap;

THENCE North 30°27'05" West, a distance of 808.63 feet to a set 1/2 inch iron rod with GAI cap;

THENCE North 80°23'15" East, a distance of 1119.17 feet to a set 1/2 inch iron rod with GAI cap;

THENCE North 71°19'10" East, a distance of 270.19 feet to a set 1/2 inch iron rod with GAI cap;

THENCE North 68°55'46" East, a distance of 241.36 feet to a set 1/2 inch iron rod with GAI cap;

THENCE North 63°34'35" East, a distance of 272.26 feet to a set 1/2 inch iron rod with GAI cap;

THENCE North 61°09'15" East, a distance of 322.66 feet to a set 1/2 inch iron rod with GAI cap;

THENCE North 63°08'29" East, a distance of 760.55 feet to a set 1/2 inch iron rod with GAI cap;

THENCE North 04°47'16" West, a distance of 33.02 feet to a set 1/2 inch iron rod with GAI cap;

THENCE North 00°43'43" East, a distance of 1491.00 feet to a set 1/2 inch iron rod with GAI cap, being in the south line of Tract II, as described by deed to One Windsor Hills, LP, as recorded in Volume 2199, Page 2425, Deed Records, Ellis County, Texas;

THENCE North 89°32'54" East, along said south line of One Windsor Hills, LP tract, a distance of 494.67 feet to a set 1/2 inch iron rod with GAI cap, being in the northwestern city limit line of Midlothian, Texas;

THENCE South 00°42'37" West, leaving said south line of One Windsor Hills, LP tract, along said city limit line, a distance of 1477.26 feet to a set 1/2 inch iron rod with GAI cap;

THENCE South 04°47'16" East, continuing along said city limit line, a distance of 476.87 feet to a set 1/2 inch iron rod with GAI cap;

THENCE North 29°51'04" West, a distance of 133.25 feet to a set 1/2 inch iron rod with GAI cap;

THENCE South 61°25'14" West, a distance of 290.88 feet to a set 1/2 inch iron rod with GAI cap;

THENCE South 63°08'29" West, a distance of 737.31 feet to a set 1/2 inch iron rod with GAI cap;

THENCE South 61°09'15" West, a distance of 324.54 feet to a set 1/2 inch iron rod with GAI cap;

THENCE South 63°34'35" West, a distance of 305.87 feet to a set 1/2 inch iron rod with GAI cap;

THENCE South 68°55'46" West, a distance of 274.83 feet to a set 1/2 inch iron rod with GAI cap;

THENCE South 71°19'10" West, a distance of 319.78 feet to a set 1/2 inch iron rod with GAI cap;

THENCE South 80°23'15" West, a distance of 440.31 feet to a set 1/2 inch iron rod with GAI cap;

THENCE South 30°27'05" East, a distance of 588.09 feet to a set 1/2 inch iron rod with GAI cap;

THENCE South 59°50'30" West, a distance of 2894.98 feet to the POINT OF BEGINNING and CONTAINING 4,099,913 square feet, 94.12 acres of land, more or less.

**EXHIBIT "B"**  
**METES AND BOUNDS DESCRIPTION OF THE DISTRICT**

BEING A 61.31 ACRE TRACT OF LAND, SITUATED IN THE JOSEPH STEWART SURVEY, ABSTRACT NO. 961, BEING OUT OF THE TRACTS OF LAND DESCRIBED BY DEED TO HC HARMONY HILL LLC AS RECORDED IN INSTRUMENT NO.'S 2224153 AND 2224154, DEED RECORDS, ELLIS COUNTY, TEXAS (D.R.E.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY THE METES AND BOUNDS AS FOLLOWS:

BEGINNING at a found Aluminum Disk TX-DOT monument being a point in the existing northeast right-of-way line of West U.S. Highway 287 (having a variable width Right-Of-Way), also being the west corner of a tract of land described by deed to Kreher Steel Co. Inc., as recorded in Volume 2244, Page 1334, D.R.E.C.T.;

THENCE along the said existing northeast right-of-way line of West U.S. Highway 287 the following bearings and distances:

North 50°39'14" West, a distance of 1203.70 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

North 50°53'38" West, a distance of 58.13 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

North 52°32'36" West, a distance of 196.96 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

North 50°38'03" West, a distance of 1181.10 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

North 46°40'14" West, a distance of 61.88 feet to a found Aluminum Disk TX-DOT monument for a point;

North 50°46'02" West, a distance of 228.94 feet to a set 1/2 inch iron rod with a "GAI" cap, being the south corner of a tract of land described by deed to Dr. R. G. Alexander, DDS, MD, and spouse Janna Alexander, as recorded in Volume 2600, Page 1493, D.R.E.C.T.;

THENCE North 60°04'27" East, leaving the said existing northeast right-of-way line of West U.S. Highway 287, and along the southeast line of said Alexander tract, a distance of 845.68 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE South 01°07'47" East, continuing along the said southeast line of the Alexander tract, a distance of 312.79 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE North 59°28'48" East, continuing along the said southeast line of the Alexander tract, a distance of 314.47 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

THENCE South 50°43'31" East, leaving said southeast line of the Alexander tract, a distance of 3174.58 feet to a set 1/2 inch iron rod with a "GAI" cap for a point, being in the southeast line of said HC Harmony Hill LLC tract, and being in the northwest line of a tract of land described by deed to Wendell G. Watson, ET AL, as recorded in Volume 1047, Page 663, D.R.E.C.T., being a common line;

THENCE South 58°50'54" West, along said common line, a distance of 371.88 feet to a set 1/2 inch iron rod with a "GAI" cap, being the east corner of said Kreher Steel tract;

THENCE along the northeast and northwest line of said Kreher Steel tract the following bearings and distances:

North 62°14'04" West, a distance of 228.11 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

North 72°36'09" West, a distance of 170.09 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

South 85°23'38" West, a distance of 141.06 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

North 57°25'06" West, a distance of 229.20 feet to a set 1/2 inch iron rod with a "GAI" cap, being the north corner of said Kreher Steel tract;

South 46°28'11" West, a distance of 221.97 feet to a set 1/2 inch iron rod with a "GAI" cap for a point;

South 30°00'31" West, a distance of 45.27 feet to the POINT OF BEGINNING and CONTAINING 2,670,822 square feet, 61.31 acres of land, more or less.





**CITY OF GRAND PRAIRIE  
COMMUNICATION**

**MEETING DATE:** 09/19/2023

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

**TITLE:** Change Order 01 with Landmark Structures in the amount of \$969,004 for redesigned graphics and additional lighting features for the Robinson Road Elevated Storage Tank

**REVIEWING COMMITTEE:** (Reviewed by the City Council Development Committee on 09/19/2023)

**SUMMARY:**

<i>Vendor Name</i>	<i>Total Cost</i>
Landmark Structures	\$12,255,004

**PURPOSE OF REQUEST:**

On November 15, 2022, the City Council approved a construction contract with Landmark Structures for the construction of the Robinson Road 2.0 Million Gallon Elevated Storage Tank in the amount of \$11,286,000.00; 5% construction contingency of \$564,300.00, material testing with Team Consultants in the amount of \$22,482.60; and in house engineering in the amount of \$112,860.00 for a total of \$11,985,642.60. The total funding allocated to the storage tank and pump station is \$23,266,836.

Change Order/Addendum No.1 provides for the addition of new logos across the sides and top of the Elevated Storage Tank for \$642,754 and pedestal-mounted lighting fixtures for \$326,250. Funding for this change order comes from contingency funds already approved by the City Council as well as additional funds available in the project budget.

**HISTORY:**

	<i>Amount</i>	<i>Approval Date</i>	<i>Reason</i>
<i>Original Contract:</i>	\$11,286,000	11/15/2022	Original contract to complete construction of EST
<i>Change Order #01</i>	\$642,754	9/19/2023	New artwork
	\$326,250	9/19/2023	New lighting
<b><u>TOTAL:</u></b>	\$12,255,004		

**FINANCIAL CONSIDERATION:**

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	Water CIP Fund
Remaining Funding	\$406,096	Total Project Budget	\$23,266,836

**ATTACHMENTS / SUPPORTING DOCUMENTS:**

- 1- Design and Lighting Renderings



Grand Prairie  
TEXAS

R O B I N S O N E S T  
B O W L S C H E M E 5

**FREESE  
AND  
NICHOLS**



Grand Prairie  
TEXAS

ROBINSON EST  
SCHEME 5 PANELS

 FREESE  
AND NICHOLS

# Top of the Elevated Storage Tank Bowl





**CITY OF GRAND PRAIRIE  
COMMUNICATION**

**MEETING DATE:** 09/19/2023

**PRESENTER:** Walter Shumac, III, P.E., Director of Transportation and Mobility

**TITLE:** Change Order No. 4 with Dallas County for the widening and extension of Wildlife Pkwy between Belt Line Rd and SH 161 in the amount of \$2,719,383 with the City's contribution for Change Order No. 4 being \$1,614,601

**REVIEWING COMMITTEE:** (Reviewed by the City Council Development Committee on 09/19/2023)

**SUMMARY:**

<u>Vendor Name</u>	<u>Change order #4 Cost</u>	<u>Total Cost</u>
Dallas County	\$2,719,383; City Share \$1,614,601	\$59,683,506

**PURPOSE OF REQUEST:**

On Tuesday, April 2, 2014, the City of Grand Prairie awarded a contract for the widening and extension of Wildlife Pkwy between Belt Line Road and SH 161, (W.O. #611.35) for \$25,000,000.00.

On Tuesday, January 24, 2017, the Grand Prairie City Council Approved Change Order No. 1 to the contract for a new total project cost of \$32,000,000.

On Tuesday, August 16, 2022, the Grand Prairie City Council Approved Change Order No. 2 to the contract for a new total project cost of \$55,946,070.

On Tuesday, January 17, 2023, the Grand Prairie City Council Approved Developer Requested Betterments in the total of \$918,053.00. Developer funding to cover design changes to be deposited into project account.

On Tuesday, May 2, 2023, the Grand Prairie City Council Approved Change Order No. 3 to the contract for a new total project cost of \$56,964,123.

**This proposed Change Order No. 4** will increase the total contract amount to \$59,683,506. This is an increase of the City's share in the amount of \$1,614,601. The City's contributions to the project funding will total \$19,148,437.

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

	<u>Amount</u>	<u>Approval Date</u>	<u>Reason</u>
<i>Original Contract:</i>	\$25,000,000	4/2/2014	Original contract amount
<i>Change Order #1</i>	\$7,000,000	1/24/2017	Construction cost and material
<i>Change Order #2</i>	\$23,946,070	8/16/2022	Construction cost and material
<i>Developer Betterments</i>	\$918,053.00	1/17/2023	Full cost of betterments covered by developer
<i>Change Order #3</i>	\$100,000	5/2/2023	Construction cost and material
<i>Change Order #4</i>	\$2,719,383	9/19/2023	Construction cost and material
<b>TOTAL:</b>	\$59,683,506		

**PROCUREMENT DETAILS:**

Procurement Method:  Professional Services

W.O #:611.35

Selection Details:  Low Bid  Best Value

**FINANCIAL CONSIDERATION:**

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

1- Attachment B-4

**ATTACHMENT B-4**  
**Dallas County Capital Improvement Program**  
**Project Specific Agreement**

**CURRENT COST ESTIMATES & FUNDING SOURCES**

**Project Name: Wildlife Parkway, MCIP 40810**

Agency Task	Dallas County	City of Grand Prairie	TxDOT	Task Total
1. Miscellaneous				
1.1 Contingencies	\$1,234,969.00	\$1,234,969.00		<b>\$2,469,938.00</b>
1.2 IHPD	\$779,200.00	\$920,800.00		<b>\$1,700,000.00</b>
2. Design	\$886,704.00	\$886,704.00	\$2,000,000.00	<b>\$3,773,408.00</b>
3. ROW *	\$867,528.00	\$830,000.00		<b>\$1,697,528.00</b>
4. Professional Services				
4.1 Utilities	\$121,931.00	\$121,931.00		<b>\$243,862.00</b>
4.2 Lab	\$200,000.00	\$200,000.00		<b>\$400,000.00</b>
4.3 Survey				
5. Construction	\$11,444,737.00	\$14,954,033.00**	\$23,000,000.00	<b>\$49,398,770.00</b>
<b>Funding Split Totals</b>	<b>\$15,535,069.00</b>	<b>\$19,148,437.00</b>	<b>\$25,000,000.00</b>	
<b>Total Project Cost</b>				<b>\$59,683,506.00</b>

\*Additional \$117,528 to ROW ED of Parcel 5 (Grand Prairie \$40,000 34% and County \$77,528 66%)

\*\*City of Grand Prairie 100% Construction Costs \$2,081,424.50; City of Grand Prairie 100% Construction Costs for the Developer Requested Betterments and the 30-inch Valve and Line Stop 1,427,871.40.

The following tasks, Contingencies, Utilities & Lab will all be a split cost 50/50 between Dallas County and the City of Grand Prairie. Design will be split 80/10/10 until TxDOT funds exhausted then will split 50/50 between Dallas County and the City of Grand Prairie.





**CITY OF GRAND PRAIRIE  
COMMUNICATION**

**MEETING DATE:** 09/19/2023

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

**TITLE:** Annual Contract for highway safety and traffic control products from Centerline Supply, LTD (up to \$400,000.00 annually) through a national interlocal agreement with BuyBoard. This contract will be for one year with the option to renew for three additional one-year periods totaling \$1,600,000.00 if all extensions are exercised

**REVIEWING COMMITTEE:** (Reviewed by the City Council Development Committee on 09/19/2023)

**SUMMARY:**

<u>Vendor Name</u>	<u>Annual Cost</u>	<u>Total Cost</u>
Centerline Supply	\$400,000.00	\$1,600,000.00

**PURPOSE OF REQUEST:**

The initial contract from 2020 with Centerline Supply was for \$200,000 and at the time was only covering the Streets division. This contract will be for various City departments to utilize for the purchase of highway safety and traffic control products such as highway/traffic/parking lot products; pavement marking supplies/equipment; delineation products/object markers; road signs; fire hydrants; wheel wash systems; locking systems on an as needed basis.

**Buyboard Contract 703-23 | Highway Safety and Traffic Control Products**

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

Centerline Supply, LTD through their BuyBoard contract offers 10% discounts on all highway safety and traffic control devices it carries. The BuyBoard contract began June 1, 2023 and will expire May 31, 2024.

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

	<u>Amount</u>	<u>Year</u>	<u>Reason</u>
<i>Initial Year:</i>	\$90,625.95	2020	Initial Contract with Centerline Supply
<i>Year #1</i>	\$116,897.61	2021	Renewal
<i>Year #2</i>	\$117,553.26	2022	Renewal
<b><u>TOTAL:</u></b>	\$325,076.82		

**PROCUREMENT DETAILS:**

Procurement Method:  Cooperative/Interlocal

Local Vendor  HUB Vendor

**FINANCIAL CONSIDERATION:**

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

**MEETING DATE:** 09/19/2023

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

**TITLE:** Construction contract with Andale Construction, Inc. to furnish and install OxCon resurfacing material on the 100 to 300 block of West Main Street behind business parking lots in the amount not to exceed \$717,973.40

**REVIEWING COMMITTEE:** (Reviewed by the City Council Development Committee on 09/19/2023)

**SUMMARY:**

<i>Vendor Name</i>	<i>Total Cost</i>
Andale Construction, Inc.	Not to exceed \$717,943.40

**PURPOSE OF REQUEST:**

The resurfacing of businesses’ parking lots on the 100 to 300 block of West Main Street is part of the city’s Downtown Business Development Initiative for continued improvements to sidewalks, parking, lighting, streetscaping, and traffic signals. The goal is to create a visually pleasing exterior that aid in businesses’ curb appeal, attracting more customers in the area.

Transportation Services chose OxCon resurfacing material for the parking lots because of its durability and effectiveness in repairing worn, damaged asphalt and concrete surfaces. The material is durable, chemical, and weather-resistant.

Local Government Code Chapter 252 provides an exemption from the competitive bid process when an item or service is available from only one source. Andale Construction, Inc. is the only authorized contractor in the Texas Market to install OxCon Systems Surfacing products.

**PROCUREMENT DETAILS:**

Sole Source

**FINANCIAL CONSIDERATION:**

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

- 1- Sole Source Justification
- 2- Price Quote OxCon Systems
- 3- OxCon Concrete Surfacer Product Information

SOLE SOURCE PURCHASE JUSTIFICATION FORM

Date: 8/29/2023

Department: Transportation Services



**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)**

ANDALE CONSTRUCTION, INC. INSTALLATION OF OXCON SYSTEMS SURFACING PRODUCTS FOR \$717,973.40

**Identify the need and planned use for the commodity/service.**


OXCON'S CONCRETE SURFACING PRODUCT WILL BE USE TO RESURFACE 100 TO 300 BLOCK OF WEST MAINT STREET, BEHIND BUSINESSES PARKING LOTS.

**What is unique about this commodity/service? Why is this necessary to meet your department's goals?**

ANDALE CONSTRUCTION, INC. IS THE ONLY APPROVED CONTRACTOR AUTHORIZED AND QUALIFIED BY OXCON SYSTEMS TO INSTALL OXCON SYSTEMS SURFACING PRODUCTS IN THE TEXAS MARKET.

**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.***

NONE. OXCON SYSTEMS IS A SOLE SOURCE PRODUCT AND THE ONLY PRODUCT MEETING THE SPECIFICATION OF A POLYMERIC COMPOSITE MICRO OVERLAY INSTALLATION. THE PRODUCT IS DURABLE AND EFFECTIVE IN REPAIRING WORN OR DAMAGE ASPHALT/CONCRETE SURFACES IN ALL-WEATHER CLIMATES.

Walter Shumac 

Department Director

Angi Mize 

Purchasing Manager

**Official Use Only:**  
 Market Research Date: 09/05/2023  
 Re-Evaluation Date: 09/05/2024  
 PO No.(s):



June 5, 2023

Attn: City of Grand Prairie, TX

Subject: Andale Construction: OxCon Systems.

This letter serves as documentation that Andale Construction is the only approved Contractor authorized and qualified by OxCon Systems to install OxCon Systems Surfacing Products in the Texas Market.

OxCon Systems is a sole source product and the only product meeting the rigorous specification of a Polymeric Composite Micro Overlay.

Andale Construction has invested in all the necessary equipment and trained crews to successfully complete Polymeric Composite Micro Overlay installations.

Why Sole Source? OxCon Systems installations require polymeric properties and specialized high early cements and admixtures that combine for time tested performance results. The differentiator is the durability of the product and its effectiveness at repairing worn or damaged asphalt/concrete surfaces with a new long lasting and durable, chemical and weather resistant surface as proven over 25 years in all-weather climates.

If you would like a OxCon Systems specification, or have questions about it, please contact me at (407)800-9700.

Andrew Brann  
Managing Director  
OxCon Systems



7700 N. Hayes Dr. | Valley Center, KS 67147  
 Phone: (316) 832-0063 Fax: (316) 440-8810  
 www.andaleconstruction.com

Texas Office  
 193 Welco Ln. Jourdanon, TX  
 Phone: (505) 716-6851

Item 9.

<b>PROPOSAL</b>		<b>Date:</b>	5/21/2023	<b>Estimate:</b>		
<b>Client</b>		<b>Project Description</b>		<b>Project Location</b>		
Grand Prairie, Texas		Apply PCMO				
<b>P.O. Number</b>	<b>Terms</b>	<b>Advisor</b>	<b>Region</b>	<b>State License #</b>		
		Caleb Fiske	TX			
<b>Description</b>			<b>Quantity</b>	<b>U/M</b>	<b>Rate</b>	<b>Total</b>
<b>Polymeric Composite Micro Overlay:</b> -- Install Oxcon resurfacing material per Oxcon systems specification			91,978	SF	\$7.80	\$ 717,428.40
<b>Mobilization</b>			1	LS		\$
<b>Traffic Control</b>			1	LS		\$
<b>PPE &amp; Safety Equipment</b>			1	LS		\$ 545.00
<p>*Actual SF applied will be billed at the Unit Price Rate. This is not a Lump Sum Bid.          *Pricing is based upon one mobilization for the project.          *Projects that are broken up to be done over different time periods requiring multiple mobilizations would result in the project being priced based upon the tier of the square footage for each scheduled project.          *Excessively dirty roads will require separate cleaning fees.          *Crews will follow mandates regarding COVID-19 and all equipment/shuttles will be properly sanitized throughout the project.          *Tax will be charged unless Exemption Certificate is provided.</p>			0.00%			\$ —
			<b>Total</b>			<b>\$717,973.40</b>

**PROPOSAL:** Void 30 days from date listed on proposal. By signing this proposal (contract), I agree that Andale Construction Inc. may not be held liable for delays, conditions, or Acts of God beyond their control, which situations may delay or cause cancellation partially or entirely on any project. Delays include project demand and material supply. Andale Construction Inc. is not liable for any ADA compliance, if needed, Client should consult with an ADA compliance professional prior to specific project approval.

**PAYMENT TERMS:** Due Upon Completion (Completion by line item 'Progress Billing' and/or completion of project core) There may be concerns from Client following completion. Upon request, post-project walk-throughs may be scheduled to review concerns. Payment will still remain due upon invoice. Andale Construction Inc. is committed to client satisfaction and resolving concerns, though at times, this may be delayed.

**CLIENT:** As the Client I agree to not withhold payment due to walk-through requests, cleaning, touch-up, or warranty concerns. I agree that if I demand to retain payment until warranty work or touch up is completed, the retainer will be a fixed amount of 5% of invoice, up to \$750.00. I agree that I may be billed as each line item is completed and each item may become their own respective invoice. I understand that interest accrues on all past-due amounts at 24% per annum from invoice date, until paid in full; and may be billed collection fee's of up to 40%, and Client agrees to pay all fees accrued by collection efforts. These terms apply to all amount(s) incurred by me and for whom I have committed management responsibility, regardless of timing. Total Proposal price includes one mobilization. Additional mobilizations may be billed up to \$3,500 per additional mobilization. This agreement provides Client written Notice of Right to Lien. Pricing does not include Certified Payroll unless stated otherwise.

**INSURANCE:** These insurance limits are listed by Andale Construction to inform Client of such. Any premiums above the following to be paid by Client. This disclosure overrules any other contract language wherein Andale Construction agrees to differing limits. Certificates available upon request.

GENERAL LIABILITY: \$1m (inc.), \$2m (agg.)    **AUTO:** \$1m    **UMBRELLA:** \$2m (inc.), \$2m (agg.)    **PERSONAL INJ:** \$1m    **WORKERS COMP:** \$1m  
 GUARANTEE: .

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_ Andale Construction Inc. \_\_\_\_\_



**OXCON  
SYSTEMS**

# CONCRETE SURFACER

Item 9.



Grand Prairie, Texas  
Total Project Size: 91,978 Sf  
Proposal - City Parking Lots

## Summary:

The highest return on investment (ROI) is achieved by installing OXCON'S Concrete Surfacing Products.

Performance is calculated to be two to three times longer compared to using standard methods of tear out and replace of concrete.

Beyond the cost benefits OXCON provides, residents experience less community intrusion as road closures are needed much less frequently.

## Performance History of Surface Treatments:

The single biggest items to focus on when planning using a concrete overlay is:

- » What will provide the maximum extension of pavement life per every dollar spent?
- » Validating a product's performance beyond pictures. Assessing a treatment's performance history over time is paramount.



**ANDALE  
CONSTRUCTION**

7700 N. Hayes Dr. | Valley Center, KS 67147  
Phone: (316) 832-0063 Fax: (316) 440-8810  
[www.andaleconstruction.com](http://www.andaleconstruction.com)





# CONCRETE SURFACER

## WHAT IS OXCON'S CONCRETE RESURFACER?

A proven system that can improve and protect your bridges, roads, parking garages, driveways, and damaged slabs. Designed to deliver long-lasting solutions for aging substrates. Our Concrete Resurfacer is a PCMO (Polymer Composite Micro Overlay) based material specifically designed to fix deterioration such as spalling, scaling, and disintegration. In addition, our product provides a new durable and wear-resistant surface. Fast installation with over 20 years in case studies ensure this is a proven and effective product to add to your toolbox.

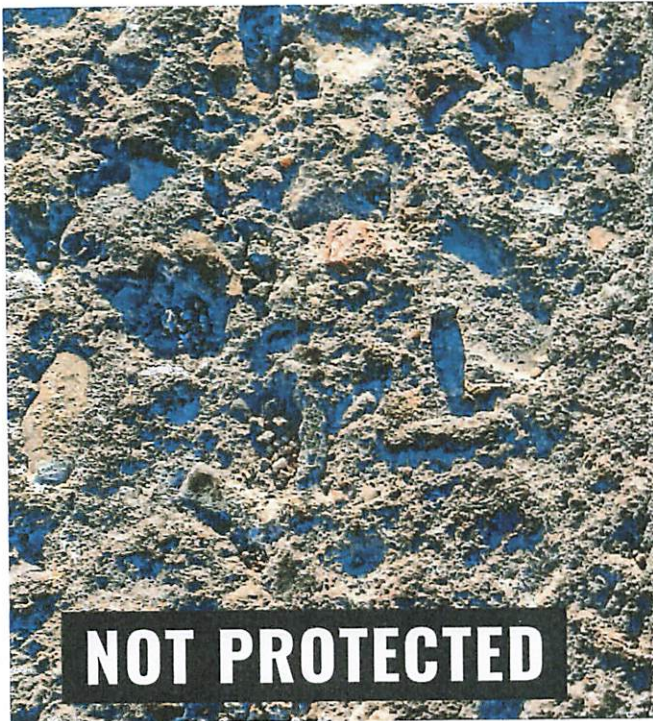
## WHAT DOES THIS SYSTEM OFFER?

In today's environment, how do we add value, longevity, and strength to a project while reducing construction costs, schedule, and maintenance expenses for the customer? The answer is simple... by adding the engineering benefits with the use of our concrete resurfacer. Unlike traditional methods, we do not require lengthy and costly demolition of your surfaces.

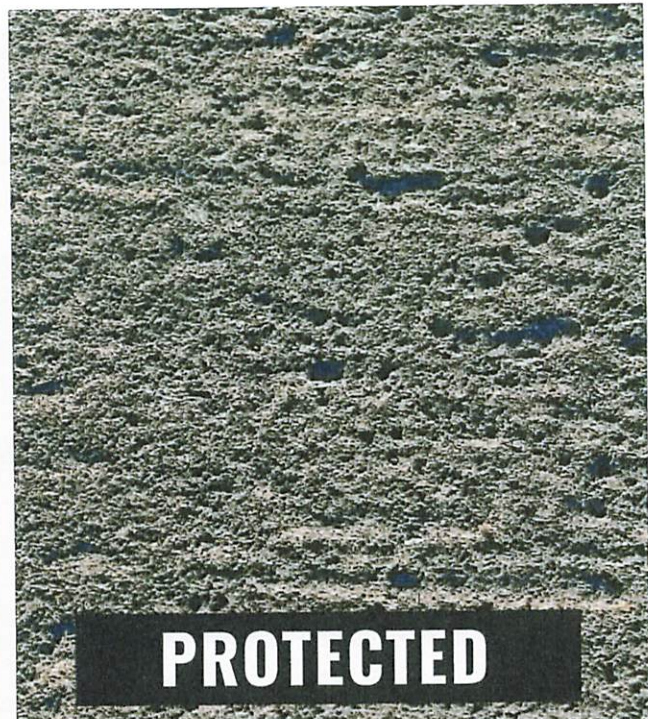
**When comparing other treatment options, engineers noted the following benefits of our concrete resurfacer**

- Least expensive annualized cost
- Effectively seals existing pavement from further deterioration and degradation
- Long life expectancy compared to other surface treatments
- Adds an additional wearing surface
- Freeze thaw and chemical resistant
- Environmentally friendly

## 8 YEAR INSTALLATION ON SAME BRIDGE DECK



**NOT PROTECTED**



**PROTECTED**

For more information visit:  
[www.oxconsystems.com](http://www.oxconsystems.com)



**OXCON  
SYSTEMS**

# CONCRETE SURFACER

Item 9.

## MIDLAND, TX

### AGE OF CONCRETE RESURFACER INSTALLATION: 8 YEARS

#### INTRODUCTION

We pride ourselves on delivering products of paramount quality. We set ourselves apart by continuing to use advanced construction methods which reduces the cost to the customer and increased durability. We stand behind our final product and offer warranties unmatched in our industry! We have a well-rounded team that understands construction and how everyone on the job must work together as one to perform at a high level



**Founded in 1972**

**IS Networld™ contractor**

**Six-time Golden National Award Winner  
Over 1500 Successful projects completed**

**Phone: (505) 716-6851**

**Website: [andaleconstruction.com](http://andaleconstruction.com)**

*For more information visit:*  
**[www.oxconsystems.com](http://www.oxconsystems.com)**



# TECHNICAL DATA SHEET



**CONCRETE/ASPHALT SURFACER  
COMMERCIAL**

## CONTACT

OXCON SYSTEMS LLC  
7700 N HAYES DR  
VALLEY CENTER, KS, 67147  
316-214-7494



**OXCON  
SYSTEMS**

**CONCRETE/ASPHALT SURFACER COMMERCIAL  
TECHNICAL DATA SHEET**



**OXCON  
SYSTEMS**

**COMMERCIAL**



# TECHNICAL DATA SHEET

## PRODUCT DESCRIPTION

OXCON Concrete/Asphalt Surfer is a proven system that provides a new durable wearing surface. It is a highly engineered polymeric Composite Micro Overlay (PCMO) that bonds securely to concrete and comes to strength quickly. OXCON Concrete/Asphalt Surfer provides the benefits of cool pavements that are solar reflective and photocatalytic. OXCON Concrete/Asphalt Surfer is unaffected by water, UV, deicing chemicals, and petroleum products. OXCON Concrete/Asphalt Surfer is applied at 2 to 3mm in thickness and extends the life of concrete/asphalt over 20 years.

## BENEFITS

- High early strength
- Resistant to chemical salts etc.
- High coefficient of friction
- Environmentally friendly
- Freeze thaw resistant
- Quick turnaround times
- No grade transition issues
- Provide cooler surface
- Improves air quality
- No odor or tracking
- Can be applied at nighttime
- Available in different finishes
- Colorable

## RECOMMENDED APPLICATIONS

- ROADWAYS
- SHOULDERS
- TAXIWAYS
- RUNWAYS
- PARKING LOTS
- MULTI USE TRAILS
- BRIDGE DECKS
- PARKING GARAGES
- SIDEWALKS
- WAREHOUSES
- DAMAGED SLABS
- AIRPORTS

## YIELD

Approx. 35 ft<sup>2</sup> - 200ft<sup>2</sup> per 50-lb bag (depending on pavement conditions and application process)

## APPLICATION TEMPERATURE RANGE

40°F to 90°F

## PERFORMANCE DATA

### Compressive Strength

ASTM C109 – 28 Days 6735 PSI

### Shearbond ASTM C - 882 Modified

7 Days- 1210 PSI | 28 Days – 1680 PSI

### Tensile Strength

ASTM C – 190 28 Days 920 PSI

### Flexural Strength

ASTM C-348 – 28 Days 1,520 PSI

### Fuel resistance —

ASTM – P – 2939 – Unaffected

### Resistance to deicing chemicals —

ASTM – C672– Unaffected

### Chemical resistance —

ASTM – C - 2299 – Unaffected

### Accelerated weathering —

ASTM – G – 23 – Unaffected

### Solar reflectivity —

ASTM – E 1918. SRI – 51

## APPLYING

**Surface Preparation**  
Professional use only, contact OXCON.

**Mixing**  
Professional use only, contact OXCON.

## CLEAN UP

Clean tools and equipment with clean water immediately after use. Cured material must be removed mechanically.

## HEALTH AND SAFETY

Make certain the most current versions of product data sheet and SDS are being used.

## RISKS

Product contains Portland cement and sand (crystalline silica); it can cause skin and eye irritation. Ingestion or inhalation of dust may cause tract irritation. This contains free respirable quartz, which has been listed as a suspected human carcinogen by NTP and IARC. Repeated or prolonged overexposure to free respirable quartz may cause silicosis or other serious and delayed lung injury.

## PRECAUTIONS

KEEP OUT OF THE REACH OF CHILDREN. Prevent contact with skin and eyes. Prevent inhalation of dust. DO NOT take internally. Use only with adequate ventilation. Use impervious gloves, eye protection and if the TLV is exceeded or is used in a poorly ventilated area, use NIOSH/MSHA approved respiratory protection in accordance with applicable federal, state and local regulations.

## FIRST AID

In case of eye contact, flush thoroughly with water for at least 15 minutes, and seek medical attention. In case of skin contact, wash affected areas with soap and water. If the irritation persists seek medical attention. Remove and wash contaminated clothing. If inhalation causes physical discomfort, remove to fresh air. If the discomfort persists, breathing difficulty occurs, or if swallowed seek medical attention. Refer to Material Safety Data Sheet (MSDS) for further information.

## PROPOSITION 65

This product contains material listed by California as known to cause cancer, birth defects, or other reproductive harm. Cured material must be removed mechanically.

## VOC CONTENT

0 lbs/gal or 0 g/L

## RISKS

Product contains Portland cement and sand (crystalline silica); it can cause skin and eye irritation. Ingestion or inhalation of dust may cause tract irritation.

## LIMITED WARRANTY NOTICE

Every reasonable effort is made to apply exacting standards both in the manufacture of "OXCON Concrete/Asphalt Surfer" product and in the information, which we issue concerning these products and their use. We warrant our product to be good quality and will replace or, at our election, refund the purchase price of any products proved defective. Satisfactory results depend not only on quality products, but also upon many factors beyond our control. Therefore, except for such replacement or refund, OXCON makes no warranty or guarantee, express or implied, including warranties of fitness for a particular purpose or merchantability, respecting its products, and OXCON shall have no other liability with respect thereto. Any claim regarding product defect must be received in writing within one year from the date of shipment. No claim will be considered without such written notice or after the specified time interval. User shall determine the suitability of the products for the intended use and assume all risks and liability in connection therewith. Any authorized change in the printed recommendations concerning the use of our products must bear the signature of OXCON technical manager.

STORAGE AND TRANSPORT IN CLEAN, DRY CONDITIONS  
12 MONTH STORAGE TIME WHEN PROPERLY STORED.

OXCON SYSTEMS LLC  
7700 HAYES DR, VALLEY CENTER, KS 67147  
316-214-7494

# Warranty

## **Andale Construction Inc offers a limited warranty under the following terms and conditions:**

The materials and workmanship are warranted for 3 Years. This covers delamination, peeling, chipping and/or blistering of the coating from properly prepared substrates. This warranty covers all agreed upon applications and is subject to the following conditions.

1. This warranty does not apply to any damages to the coating due to physical abuse, failure of the structure or substrate, vandalism, modifications to the substrate to which the coating is being applied, mechanical impact damage, exposure to heat or flame, exposure to solvents and acids, windstorms, lightning, nails, screws, plant life, animal life, or any other acts of God.
2. This warranty does not apply to damage due to gouging and other mechanical or natural damage beyond the scope of which the system was intended, including impact and abrasion other than that for which the system was designed (i.e. rubber vehicle tires, etc.).
3. This warranty does not apply to damage caused by a ground or substrate hydrostatic water eruption, moisture vapor permeating the concrete slab, or exposure to either battery acid or brake fluid. This warranty does not cover color changes or oxidation of the coating as a result of normal weathering or atmosphere conditions.
4. This warranty does not apply to delamination caused by improper substrate condition, or an internal failure of the substrate.
5. This warranty does not apply to damage caused by cracks in the substrate prior to or occurring after the installation of the coating system that appear from ground shift and expansion/contraction of the substrate. Cracking due to substrate movement is not under warranty regardless of whether same was repaired during original installation or not. There is no warranty for cracks or crack repair.
6. Areas repaired under this warranty may vary in color and texture from areas originally installed.
7. Warranty is void if product is applied to a surface that is not prepared in accordance with standard product specifications and application procedures. Proper concrete surface preparation is achieved by mechanical shot-blasting and/or grinding machines that remove all existing coatings, sealers, laitance, efflorescence, water repellents, curing compounds, oils, grease, fats, waxes, non-visible soluble salts and other impediments to adhesion.
8. Andale Construction Inc will not be liable for consequential or incidental damages of any kind including but not limited to damages to the structure, or any improvements thereto, or its contents resulting from defects in a coating system.
9. Purchaser shall allow an Andale Construction Inc Authorized Representative to inspect and test the affected areas to evaluate the reason for coating failure. Refusal to allow such inspection voids this warranty.

10. This warranty becomes effective only upon payment in full to Andale Construction Inc for all outstanding charges relating to this project.

**LIMITATIONS:**

COATING PRODUCTS AND THE INSTALLATION ARE SOLD SUBJECT TO THE EXPRESS LIMITED WARRANTIES CONTAINED HEREIN, THE LIABILITY WHETHER BASED ON THIS WARRANTY, CONTRACT OR OTHERWISE, SHALL IN NO CASE EXCEED THE PURCHASE PRICE FOR THE PRODUCT AND DOES NOT INCLUDE INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS BUT NOT LIMITED TO DAMAGE TO OR LOSS OF USE OF THE SUBSTRATE OR ITS CONTENTS OR SURROUNDINGS OR LOSS OF TIME AND INCONVENIENCE. THIS WARRANTY SPECIFICALLY EXCLUDES, WITHOUT LIMITATION, BODILY INJURY, LOSS OR USE OF PROPERTY, CONSEQUENTIAL DAMAGES AND PROPERTY DAMAGED AS A RESULT OF SUCH FAILURE. ANDALE CONSTRUCTION INC SHALL SUPPLY ALL NECESSARY MATERIALS AND LABOR FOR REPAIRS MADE UNDER THIS. ANY DESCRIPTION OF THE GOODS CONTAINED IN THIS AGREEMENT OR MADE THE BASIS OF THIS AGREEMENT IS FOR THE SOLE PURPOSE OF IDENTIFYING THE GOODS, AND NO DESCRIPTION OF THE GOODS HAS BEEN MADE PART OF THE BASIS OF THE BARGAIN OR HAS CREATED AN EXPRESS WARRANTY THAT THE GOODS WOULD CONFORM TO ANY DESCRIPTION MADE BY SELLER. NO SAMPLE OR MODEL HAS BEEN MADE PART OF THE BASIS OF THIS AGREEMENT OR HAS CREATED OR AMOUNTED TO AN EXPRESS WARRANTY THAT THE GOODS WOULD CONFORM TO ANY SAMPLE OR MODEL EXHIBITED BY SELLER.



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

**MEETING DATE:** 09/19/2023

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

**TITLE:** Annual Contract for Easement and Alley Clearing to Bronco Land Clearing up to \$850,000 annually. This contract will be for one year with the option to renew for four additional one-year periods totaling \$2,749,000 if all extensions are exercised

**REVIEWING COMMITTEE:** (Reviewed by the City Council Development Committee on 09/19/2023)

**SUMMARY:**

<i>Vendor Name</i>	<i>Annual Cost</i>	<i>Total Cost</i>
Bronco Land Clearing	\$850,000	\$2,749,000

**PURPOSE OF REQUEST:**

This annual contract will be utilized to remove trees and shrubs to clear easements and alleys within the City of Grand Prairie.

Five vendors attended the Mandatory Pre-Bid Meeting on August 29, 2023. Notice of Bid# 23192 was advertised in the Fort Worth Star-Telegram and was sent out to 101 vendors. Two vendors submitted bids of which one is a Historically Underutilized Business (HUB) and no Grand Prairie vendors were available. The Bid Tabulation & Evaluation Score Card is shown in Attachment 1.

The bid from Bronco Land Clearing meets specifications and is recommended for an award. The award was based on the best value criteria set up in the specification, including price, experience, reputation, and past relationship with the city and other Governmental Agencies.

Annual estimated quantities are not known and vary from year to year. Quantities provided for the bid were initial estimates, but after bids were received, staff determined larger quantities would likely be needed for FY 24. Therefore, this contract was updated to have a not-to-exceed amount of \$850,000.

**PROCUREMENT DETAILS:**

Procurement Method:  RFB

Local Vendor  HUB Vendor - WO

Number of Responses: 2

RFB #: 23192

Selection Details:  Low Bid  Best Value

**FINANCIAL CONSIDERATION:**

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	Unobligated Streets Fund
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If Capital Improvement:					
Total Project Budget	\$850,000	Proposed New Funding:	\$0.00	Remaining Funding:	\$0.00

**ATTACHMENTS / SUPPORTING DOCUMENTS:**

- 1- Bid Tabulation and Evaluation Score Card



## Easement and Alley Clearing

RFB #23192

### TABULATION

<b>Bid Tabulation</b> Easement and Alley Clearing RFB # 23192				Bronco Land Clearing		DRB Recon Services, LLC	
				Fort Worth, TX		Kennard, TX	
ITEM	DESCRIPTION	QTY	UNIT	Unit Price	Extended Price	Unit Price	Extended Price
1	Clearing and cutting of easement or alley, width of 0-6 feet, Protecting of existing above ground utility fixtures included, shredded foliage to be placed within the boundary of easement or alley.	25,000	LF	\$4.00	\$100,000.00	\$12.00	\$300,000.00
2	Clearing and cutting of easement or alley, width of 6-15 feet, Protecting of existing above ground utility fixtures included, shredded foliage to be placed within the boundary of easement or alley.	30,000	LF	\$2.50	\$75,000.00	\$12.00	\$360,000.00
3	Clearing and cutting of easement or alley, width of 15-20 feet, Protecting of existing above ground utility fixtures included, shredded foliage to be hauled to the landfill.	35,000	LF	\$2.75	\$96,250.00	\$12.00	\$420,000.00
4	Clearing and cutting of easement or alley, width of 20-30 feet, Protecting of existing above ground utility fixtures included, shredded foliage to be placed within the boundary of easement or alley.	30,000	LF	\$3.00	\$90,000.00	\$12.00	\$360,000.00
5	Clearing and cutting of easement or alley, width of 20-30 feet, Protecting of existing above ground utility fixtures included, shredded foliage to be hauled to landfill.	25,000	LF	\$3.50	\$87,500.00	\$12.00	\$300,000.00
6	Collection of debris and trash per location	150	EA	\$90.00	\$13,500.00	\$500.00	\$75,000.00
7	Traffic Control for contractor access to easement of alley, per location.	100	LS	\$125.00	\$12,500.00	\$800.00	\$80,000.00
<b>TOTAL</b>					<b>\$474,750.00</b>		<b>\$1,895,000.00</b>

### SCORECARD

<b>Evaluation Score Card</b> Easement and Alley Clearing RFB # 23192		Bronco Land Clearing  Fort Worth, TX	DRB Recon Services, LLC  Kennard, TX
Evaluation Criteria	Maximum Score	Score	Score
Price	50.00	50.00	12.53
Experience	25.00	25.00	25.00
Reputation	15.00	15.00	15.00
Past Relationship with City or other Governmental Agencies	10.00	10.00	2.67
<b>Total</b>	<b>100.00</b>	<b>100.00</b>	<b>55.19</b>