CITY OF GRAND PRAIRIE
City Hall 300 W. Main Street

# Amended Meeting Agenda <br> City Council Meeting 

Tuesday, April 16, 2024
4:30 PM
City Hall - Briefing Room
The meeting will be held at City Hall, 300 W. Main St, Grand Prairie, Texas, and the Mayor or presiding member will be physically present. Council members may be participating remotely via video conference.

## CALL TO ORDER

## STAFF PRESENTATIONS

1. Community Garden Open House
2. Earth Day 2024

## AGENDA REVIEW

## EXECUTIVE SESSION

The City Council may conduct a closed session pursuant to Chapter 551, Subchapter D of the Government Code, V.T.C.A., to discuss any of the following:
(1) Section 551.071 "Consultation with Attorney"
(2) Section 551.072 "Deliberation Regarding Real Property"
(3) Section 551.074 "Personnel Matters"
(4) Section 551.076 "Deliberation regarding security devices or security audits; closed meeting."
(5) Section 551.087 "Deliberations Regarding Economic Development Negotiations."

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

## RECESS MEETING

## 6:30 PM Council Chambers

## RECONVENE MEETING

Invocation led by Pastor Elias Lopez of Iglesia de Dios Filadelfia
Pledge of Allegiance to the US Flag and Texas Flag led by Council Member Del Bosque.

## CONSENT AGENDA

The full agenda has been posted on the city's website, www.gptx.org, for those who may want to view this agenda in more detail. Citizens may speak for five minutes on any item on the agenda by completing and submitting a speaker card.
3. Minutes of the April 2, 2024, City Council Meeting
4. Lake Parks PID Contract with Site Landscape Development for landscape maintenance in the total amount of $\$ 254,100.62$, including landscape maintenance $\$ 147,100.62$, beautification $\$ 85,000$, and irrigation system maintenance services $\$ 22,000$, for a one-year term (Council Districts 4 and 6)
5. Westchester PID Change Order/Amendment No. 3 with Site Landscape Development for Tree Services (Pruning on Morningside and Polo from Carrier to Robinson, from Powerline Field to Sandra, and along Westchester Parkway from Salem to Dechman to I-20) for one year in the amount of $\$ 94,473.38$ in Westchester PID (Council Districts 2 and 6) Approved by the Westchester PID Advisory Board on 3/26/24
6. Annual maintenance agreement with Mass Notification Services, a sole source provider, in the amount of $\$ 19,500.00$ in year one for a six-month contract and $\$ 39,000.00$ in years two through five for maintenance of the city Outdoor Warning Siren network. The annual maintenance agreement with Mass Notification Services will be $\$ 19,500.00$ for six months and $\$ 39,000.00$ for Years two through five, totaling $\$ 175,500.00$ if all extensions are exercised (Reviewed by the Public Safety, Health, and Environmental Committee on 04/09/2024)
7. Annual contract for inspection, cleaning, and repair of firefighter bunker gear from Gear Cleaning Solutions, LLC ( $\$ 75,000$ annually) through a master interlocal agreement with the City of Allen. This agreement is for one year with the option to renew for four additional oneyear periods totaling $\$ 375,000$ if all extensions are exercised (Reviewed by the Public Safety, Health, and Environment Committee on 04/09/2024)
8. Purchase of two Pentheon battery-operated rescue tools including ram, spreader, and cutter and all accessories from Siddons-Martin Emergency Group, LLC for the price of \$93,850.22 through a Master Cooperative contract with Buyboard (Reviewed by the Public Safety, Health, and Environment Committee on 04/09/2024)
9. Annual contract with Carruthers Landscape Management Inc. for landscape maintenance at multiple Park locations including all city-owned medians and rights-of-way. This contract will be for $\$ 720,000.00$ for one year with the option to renew for four additional one-year periods totaling $\$ 3,600,000.00$ if all extensions are exercised (Reviewed by the Finance \& Government Committee on 04/02/2024)
10. Professional Design Services contract with LJA in the amount of $\$ 214,750$ for Master Planning and Phase I construction documentation and construction administration services for Prairie Park (Current location of Cricket and Rugby fields) (Reviewed by Finance and Government Committee on April 2, 2024)
11. Contract with Falkenberg Construction Co., Inc in the amount of $\$ 88,792.13$, with a contingency of $\$ 6,207.87$ for a total of $\$ 95,000$ for additional fencing and gates at the EPIC Recreation Center turfed area through a Master Cooperative contract with Buyboard (Reviewed by the Finance and Government Committee on 04/02/2024)
12. Annual contract for Fleet Tire Repair Services from Rick’s Tire Service, Inc. (up to $\$ 50,000$ annually). This contract will be for one year, with the option to renew for four additional oneyear periods (up to $\$ 50,000$ annually), totaling $\$ 250,000$ if all extensions are exercised (Reviewed by the Finance \& Government Committee on 04/02/2024)
13. Annual contract for electrical services from Fort Worth Electric, LP through a Master Cooperative contract with The Cooperative Purchasing System (TIPS). This contract will be for one year (up to $\$ 500,000.00$ annually) ending April 30, 2025, with the option to renew for three additional one-year periods (up to $\$ 500,000.00$ annually), totaling $\$ 2,000,000.00$ if all extensions are exercised (Reviewed by the Finance and Government Committee on 04/02/2024)
14. Contract for the replacement of the existing HVAC system at Fire Station 7 from Trane U.S., Inc. for $\$ 99,557.85$ through a Master Cooperative contract with OMNIA Partners (Reviewed by the Finance and Government Committee on 04/02/2024)
15. Award bid for the completion of one residential reconstruction project as part of the HOME Reconstruction Program to Johnson Construction Services, in the amount of $\$ 166,735.00$ (Reviewed by the Finance and Government Committee on 04/02/2024)
16. Discussion and consideration of all matters related to the defeasance of $\$ 5.7 \mathrm{M}$ of the "City of Grand Prairie, Texas, Combination Tax and Revenue Notes, Series 2019", including the adoption of a resolution authorizing the execution of an escrow agreement, municipal advisor agreement, bidding agent agreement, and purchase of securities in the open market (Reviewed by the Council Finance and Government Committee on 04/02/2024)
17. Discussion and consideration of all matters related to the substitution of investments within the Escrow account for "City of Grand Prairie, Texas, Sales Tax Refunding Bonds, Series 2022", including the adoption of a resolution authorizing the execution of an escrow agreement, municipal advisor agreement, bidding agent agreement, and purchase of securities in the open market (Reviewed by the Council Finance and Government Committee on 04/02/2024
18. Contract for the purchase of furniture, fixtures and equipment (FF\&E) for City Hall East Level 2 Public Health \& Environmental Quality Office Renovations in the total amount of $\$ 344,171.82$ which will be divided into two contracts. The first contract in the amount of $\$ 99,982.06$ will be with Interior Resources Group through a national interlocal agreement with OMNIA Partners Cooperative. The second contract in the amount of $\$ 244,189.76$ will be with Wilson Bauhaus Interiors through national interlocal agreements with both NCPA and OMNIA Partners Cooperative (Reviewed by Finance and Government Committee on 04/02/2024)
19. Approve grant submittal to the Department of Energy Efficiency and Conservation Block Grant for $\$ 220,600$ for two mobile solar charging stations and one electric vehicle
20. Resolution Accepting a Petition to Create the River Central Public Improvement District (Reviewed by the Finance and Government Committee on 04/02/2024)
21. Resolution Consenting to the Creation of Prairie Ridge Municipal Management District Number 1, a Legislatively Created Municipal Management District, and the Inclusion of 768.746 Acres of Land Therein
22. Resolution Designating Land Located in the Extra-Territorial Jurisdiction of the City of Grand Prairie as an Industrial District Known as Grand Prairie Business Park No. 1
23. Resolution Authorizing the City Manager to Execute a Reimbursement Agreement Using TIF Funds from TIRZ \#1 with Mediajuice Studios, LLC for 610-612 E. Main Street (Reviewed by TIRZ \#1 Board on March 19, 2024)
24. A resolution of the City of Grand Prairie, Texas, providing authorization to submit applications for the Internal Revenue Service (IRS) Commercial Clean Vehicle Tax Credit to obtain a rebate up to $\$ 7,500$ per purchase of eligible vehicle(s) under the Inflation Reduction Act of 2022 (Reviewed by the Finance and Government Committee on 04/02/2024)
25. Resolution of Support for an affordable housing development at 1217 S Carrier Pkwy (Reviewed by the City Council Development Committee on 04/16/2024)
26. Ordinance amending the FY2023/2024 Prairie Lights Operating Fund; change order with Josh Barnett Productions (Lightasmic) not to exceed 650,000 for new displays at Prairie Lights (Reviewed by the Finance \& Government Committee on 04/02/2024)
27. Ordinance amending the FY 2023/2024 Pooled Investments Fund to allocate $\$ 320,000$ from the unobligated fund balance for the repair of Pond \#2 and Pond \#8 in Peninsula PID (Reviewed by the Finance and Government Committee on 04/02/2024 and the Peninsula PID Board on 03/19/24)
28. Ordinance amending the FY 2023/2024 Capital Improvement Projects budget in the Economic Development CIP Fund and Capital Reserve Fund for the FY 2022/2023 General Fund sales tax in accordance with the City's Financial Management Policies (Reviewed by the Finance and Government Committee on 04/02/2024)
29. Ordinance amending the FY 2023/2024 Capital Improvements Projects budget in the Capital Reserve Fund and Economic Development CIP Fund to transfer the remaining appropriations from two projects in the Municipal Facilities CIP Fund to other funds that better align with the projects (Reviewed by the Finance and Government Committee on 04/02/2024)
30. Ordinance amending the FY 2023/2024 Capital Improvements Projects budget in the Municipal Facilities CIP Fund; Fire Station 11 independent third-party owner construction testing contract with CMJ Engineering in the amount of $\$ 98,592.55$; low voltage direct contract allowance in the amount of $\$ 140,050.04$ and an owner-controlled construction contingency in the amount of $\$ 161,357.41$ for a total added funding request of $\$ 400,000.00$ (Reviewed by Public Safety, Health, and Environment Committee on 04/09/2024)

## ITEMS FOR INDIVIDUAL CONSIDERATION

31. Public Hearing and Ordinance Amending TIRZ \#3 to Extend the Term and Expand the Boundaries to Create and Include Area Development Zone \#9A
32. Ordinance Approving an Amended Project Financing Plan for Tax Increment Reinvestment Number Three (Reviewed by the Tax Increment Reinvestment Zone \#3 Board on 04/16/2024)
33. Development Agreement with Provident Realty Advisors, Inc. on Behalf of Affiliated Entities and Prairie Ridge Municipal Management District No. 1 to Establish Development Standards
and Authorize Reimbursement for Public Improvements from Area Development Zones 9, 9A, and 10 of Tax Increment Reinvestment Zone \#3 for 30 Years Per Area in an Amount Not to Exceed $70 \%$ of the Captured Appraised Value (Reviewed by the Tax Increment Reinvestment Zone \#3 Board and City Council Development Committee on 04/16/2024)

## PLANNING AND ZONING FOR INDIVIDUAL CONSIDERATION

34. STP-24-02-0006 - Site Plan Amendment - RCCG Church at 1775 W Bardin (City Council District 6). Site Plan Amendment to revise building elevations for the proposed church on 9.12 acres. Lot 1, Block 1, RCCG House on the Rock Addition, City of Grand Prairie, Dallas County, Texas, zoned Single Family-One (SF-1) and addressed as 1775 W Bardin Rd (On March 25, 2024, the Planning and Zoning Commission recommended approval by a vote of 8$0)$

## PUBLIC HEARING ZONING APPLICATIONS

35. CPA-24-02-0004 - Comprehensive Plan Amendment - WE Roberts Flex Office Warehouse (City Council District 1). Comprehensive Plan Amendment to change the Future Land Use Map from Mixed Use to Light Industrial on 7.05 acres. Tract 5, Tapley Holland Survey, Abstract 750, City of Grand Prairie, Tarrant County, Texas, zoned Hospital District (HD) with an approximate address of 2601 WE Roberts St (On March 25, 2024, the Planning and Zoning Commission recommended approval by a vote of 8-0)
36. ZON-24-02-0004 - Zoning Change/Concept Plan - WE Roberts Flex Office Warehouse (City Council District 1). Zone Change from Hospital District (HD) to Planned Development for Light Industrial Use and a Concept Plan for Office/Warehouses on 7.05 acres. Tract 5, Tapley Holland Survey, Abstract 750, City of Grand Prairie, Tarrant County, Texas, zoned Hospital District (HD) with an approximate address of 2601 WE Roberts St (On March 25, 2024, the Planning and Zoning Commission recommended approval by a vote of 8-0)
37. SUP-24-01-0003 - Specific Use Permit - Adonis Auto Group (City Council District 1). Specific Use Permit Amendment to allow auto sales (non-franchise used) at an existing auto repair (major) and auto body shop located at 1908 110TH Street. Site 3, Block 6, Parcel II, Third Installment, Industrial Community No. 5, GSID COMM Addition, City of Grand Prairie, Tarrant County, Texas, zoned Light Industrial (LI), and addressed as $1908110^{\mathrm{TH}} \mathrm{St}$ (On March 25, 2024, the Planning and Zoning Commission recommended approval by a vote of 8-0)
38. ZON-24-02-0005 - Zoning Change/Concept Plan - Southgate Mixed Use (City Council District 6). An amendment to PD-414A and PD-322A; Zoning Change from Planned Development 322A for mixed-use to Planned Development 414A for Multi-Family, Townhome, Commercial and Office Uses on 3.31 acres, and amendment to certain development standards for PD-414A on 52.793 acres. Being a portion of Property ID 291248, J. Lawrence Survey, Abstract No. 616, and Property ID 242969, J. Lawrence Survey, Abstract No. 616 and Lots 1-3, 4R, 5 and 6, Block A, and Lot 1, Block B, Hanover Southgate Addition, City of Grand Prairie, Ellis County, Texas, zoned PD-414A and PD-322A, and generally located east of State Highway 360 and north of US Highway 287 (On April 08, 2024, the Planning and Zoning Commission recommended approval by a vote of 8-0)

## CITIZEN COMMENTS

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

## ADJOURNMENT

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

## Certification

In accordance with Chapter 551, Subchapter C of the Government Code, V.T.C.A, the City Council meeting agenda was prepared and posted April 12, 2024.

## MomOtna Narcia

## Mona Lisa Galicia, City Secretary

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

CITY OF GRAND PRAIRIE
COMMUNICATION

MEETING DATE:
PRESENTER:
TITLE:
REVIEWING
COMMITTEE:

04/16/2024
Dr. Patricia Redfearn, Solid Waste and Recycling Director
Community Garden Open House

## SUMMARY:

A Community Garden Open House will be available in Grand Prairie for the seven local community gardens on April 20, 2024 from 8:00 a.m. to noon. This presentation will identify the locations of those gardens and will include an invitation to attend the open house.

# ${ }^{\circ}$ <br> . Grand Prairie <br> Community Garden Open House 

Saturday, April 20, 8 a.m.-Noon

Bush Neighborhood Community Garden 600 Parkvale

Community of Christ Community Garden Affiliate 2211 N Carrier Pkwy

Crosspoint Church of Christ Community Garden 2807 W IH 20

First Presbyterian Community Garden 310 SW 3 ${ }^{\text {rd }}$ St

Gateway Grand Prairie Community Garden and Orchard 2404 N Carrier Pkwy

The HAVEN Community Garden 1513 S Belt Line Rd

Luckett Community Garden
1037 Manning
Keep Grand Prairie Beautitu



## CITY OF GRAND PRAIRIE <br> COMMUNICATION

MEETING DATE: 04/16/2024

PRESENTER:
TITLE:

REVIEWING
COMMITTEE:

CITY OF GRAND PRAIRIE
COMMUNICATION

MEETING DATE: 04/16/2024
PRESENTER: Mona Lisa Galicia, City Secretary
TITLE: $\quad$ Minutes of the April 2, 2024, City Council Meeting
REVIEWING
COMMITTEE:

## SUMMARY:

| Department: | City Secretary's Office |
| :--- | :--- |
| Recommended Action: | Approve |

CITY OF GRAND PRAIRIE
City Hall
300 W. Main Street
Grand Prairie, Texas

## CALL TO ORDER

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

## PRESENT

Mayor Ron Jensen
Mayor Pro Tem John Lopez
Deputy Mayor Pro Tem Jorja Clemson
Council Member District 2 Jacquin Headen
Council Member District 3 Mike Del Bosque
Council Member District 5 Cole Humphreys
Council Member District 6 Kurt Johnson
Council Member At Large Place 7 Bessye Adams
Council Member At Large Place 8 Junior Ezeonu

## STAFF PRESENTATIONS

1. The City-wide Preparation Plan for the April 8, 2024, Total Eclipse

Fire Chief Robert Fite introduced Emergency Management Coordinator Chase Wheeler who presented an executive overview and event timetable for the upcoming eclipse. He provided information on the Epic Central watch party, four major regional destinations with visitation estimated at six hundred thousand to 1 million people and information on sold out hotels in the metroplex including five in Grand Prairie. Mr. Wheeler discussed possible state and regional threats and hazards, 911 calls, public safety issues, travel impacts, communications disruptions and increased water traffic at the lake which could result in watercraft accidents. He discussed operational objectives, a temporary Emergency Operations Center which will be activated and discussed their Event Action Plan to coordinate with schools, increasing Public Safety Staffing, a communication plan, traffic management, a 911 emergency rollover plan, current GETS/WPS Cards, and regional and state collaboration with Texas Department of Transportation.
Tourism Manager Sara Dedeluk discussed the solar eclipse packet and events guide provided to Council.

## PRESENTED

2. Main Street Fest 2024

Parks, Arts and Recreation Director Ray Cerda discussed their evaluation of the previous year's event noting they considered Council's recommendations for improvements to the event. He introduced Administration \& Community Engagement Manager Kelly Eddlemon, Special Events Manager Emily Linares and Public Relations Specialist Jonathan Thompson. Mr.

Eddlemon provide the event planning updates, reviewed a layout map of the event space, and discussed the receiving input from event contractor B-Weiss Entertainment Group. He noted various changes to the event, including fifty percent more rides at the carnival with two Ferris wheels, increased number of ticket booths, a Grand Prairie resident discount coupon valid for any of the three days at twenty-five dollars for unlimited rides, increased food vendors with ten trucks and six tents, and increased artisan vendors. Ms. Linares reviewed the Main Stage lineup to include artists Mark Chestnutt, Michael Salgado and George Clinton. She discussed opening acts, the community stage lineup noting their work with the Grand Prairie Arts Council at Market Square and the Kid Zone. Ms. Linares reviewed sponsorships with current commitments at one hundred two thousand dollars and said they are currently in discussion with other potential sponsors. She reviewed VIP accommodations, parking, tent placement, lanyards, guest passes, food \& beverage accommodations and a VIP pit with chairs near the stage. Mr. Eddlemon reviewed the festival layout with designated entry gates, expanded VIP areas and improved lighting. Mr. Thompson discussed the advertising and media plan, with paid media bites on various country, Spanish, Rhythm and Blues and general audience radio channels. He discussed personality appearances, targeted streaming on iHeart Radio throughout various channels, two television features on Good Morning Texas and Despierta America. Mr. Thompson reviewed targeted web advertising and social media promotions, city owned billboards, a press release and local news media. Council Member Johnson said he liked that it is inclusive of all and inquired about the school district's participation. Ms. Linares said they had other events already scheduled but advised would stay in contact for future events. There was discussion regarding additional billboard and marquis sign displays, and a link that council could send to homeowner's associations and public improvement districts. There was discussion on the size of the tent, parking concerns for surrounding neighborhood and seating in the proposed pit in front of the stage.

## PRESENTED

## 3. Lake Ridge Community Center Location Discussion

City Manager William A. Hills advised review of this item was requested by Council Member Ezeonu who noted various sites have been reviewed he would like to consider removing the item from the Peninsula location. Council Member Del Bosque asked if this item could be considered in June. Council Member Johnson said staff was scheduled to conduct another survey and bring the item back to council in July or August. Council Member Headen inquired about the conduct of the survey. Deputy City Manager Megan Mahan advised the survey is in progress and is set for June, July and August and would be conducted various ways - in person, and through multiple outreach opportunities, noting an architect is hired and will conduct a market analysis. Council Member Johnson asked to vote now to remove the Peninsula as an option. Mayor Jensen noted it is a hot topic. Council Member Johnson advised he and Mayor Pro Tem Lopez have attended a recent meeting where other options were proposed and they are receptive to it, but confirmed the people need to have an opportunity to voice their desires. Mayor Pro Tem Lopez said staff made presentation at a recent town hall meeting and noted once the location is determined, it will be part of the master plan. He said meetings have reflected that the community's desire is split and said there is a lot of miscommunication or misinformation about a recreation center bringing criminal activity. Mayor Jensen said the city owns this site and another site north of that location. Council Member Humphreys said he recalls this being a direction led by Council Member Johnson and Mayor Pro Tem Lopez to moved forward in having a community center. Council Member Johnson said Council Member

Ezeonu was also included. Mayor Jensen advised Council Member Johnson desired that location due to the ice storm. Council Member Ezeonu said residents want a community center but not at that location. Council Member Johnson said he hopes it will be tabled so the process can play out to allow the community to have their voices heard. There was discussion on adding a friendly amendment to a motion. Council Member Headen asked to clarify how the previous vote was determined. Ms Mahan reviewed the process and noted the survey is not ready yet. There was discussion on how different information is obtained, what questions would be on the survey and to what areas the survey would reach. Mayor Jensen noted we can get more information from the survey.

## PRESENTED

4. Discussion of Cesar Chavez / Dolores Huerta Holiday

Mr. Hills noted Council Member Del Bosque requested this item. He said staff conducted a survey and found no cities in metroplex observe this holiday, but it is a state designation for March $31^{s t}$. Mr. Hills said staff recommends we include it on the holiday list but allow staff to use their current personal holiday should they choose to do so. There was discussion on an additional floating holiday. Mayor Jensen advised adding a day would cost an additional two hundred fifty thousand in the budget. Deputy Mayor Pro Tem Clemson said this acknowledges this group of people on March 31st. Mayor Pro Tem Lopez advised Fort Worth ISD recognizes the day and encourages their employees to do community service projects on that day. He also noted the Tarrant County Commissioners court voted to include this day as a holiday. There was discussion To show respect, call it what the day is and not a personal holiday. There was discussion on combining a floating holiday and this holiday or an option to choose any day as the floating day. Mr. Hills confirmed it would cost an additional two hundred fifty thousand to three hundred thousand dollars.

## PRESENTED

## AGENDA REVIEW

Mayor Pro Tem Lopez asked if there were any questions regarding consent agenda items. He advised topics in item twenty-five will be reviewed by council members who brought them forward. Deputy Mayor Pro Tem Clemson asked for clarification regarding item fourteen. Engineering and Utilities Service Director Noreen Housewright indicated it is for repair or replacement of mailboxes should Utilities crews need to remove and replace mailboxes as a result of line repairs.

## EXECUTIVE SESSION

Mayor Jensen called a closed session at 5:48 p.m. pursuant to Chapter 551, Subchapter D of the Government Code, V.T.C.A., to discuss Section 551.072 "Deliberation Regarding Real Property" and Section 551.087 "Deliberations Regarding Economic Development Negotiations."

## RECESS MEETING

Mayor Jensen adjourned the closed session, opened the regular meeting and called a recess at 6:08 p.m.

## 6:30 PM Council Chambers

## RECONVENE MEETING

Invocation led by Dr. Roderick Williams of Infinite House of Praise.
Pledge of Allegiance to the US Flag and Texas Flag led by Council Member Adams.

## PRESENTATIONS

5. Proclamation Acknowledging Child Abuse Prevention Month

Council Member Humphreys read the proclamation and Mayor Jensen along with Police Chief Daniel Scesney presented it to Alliance for Children.

## PRESENTED

6. Proclamation Acknowledging Autism Awareness Month

Council Member Headen read the proclamation and Mayor Jensen presented it to two groups: Esmeralda Rodrigues with the Grand Prairie Lions Club and Dr. Crowder.

## PRESENTED

7. Certificate of Recognition for Shop with a Cop

Chief Scesney discussed the children positively affected by Harvest Family Life Ministries and showed a video of the event. He and Assistant Chief Sliva presented the certificate to Bishop Blake and Harvest Family Life Ministries and discussed Grand Prairie Church partners involved. Mayor Jensen presented the certificate.

## PRESENTED

8. Certificate of Recognition for Gold Award Girl Scouts Tracie Tillman and Jaliyah Abrams

Mayor Jensen read the certificates, then he and Council Member Adams presented them to Tracie Tillman and Jaliyah Abrams.

## PRESENTED

## CONSENT AGENDA

Mayor Pro Tem Lopez moved, seconded by Deputy Mayor Pro Tem Member Clemson, to approve items nine through twenty-four as presented. The motion carried unanimously.
9. Minutes of the March 19, 2024, City Council Meeting

## APPROVED

10. Peninsula PID Change Order/Amendment No. 1 for LandCare for Irrigation Installation in the Median on Coastal Boulevard in the total amount of $\$ 69,460.08$ in Peninsula PID (Council Districts 4 and 6) Reviewed by the Peninsula PID Board on 3/19/24

## APPROVED

11. Lake Parks PID contract with Harlin Construction for removal of brick walls and installation of Rhino Rock walls located at Camp Wisdom and Sand River for one year in the amount of \$69,144 in Lake Parks PID (Council Districts 4 and 6) Approved by the Lake Parks PID Advisory Board on 2/22/2024

## APPROVED

12. Ratification of a construction contract with North Texas Contracting, Inc., for an emergency sewer line repair at Robinson Road Service Center in the total amount of $\$ 59,012.00$ (Reviewed by the City Council Development Committee on 03/19/2024)

Kate Deremo, 4365 Ashley Ln, spoke in support.

## APPROVED

13. Contract Amendment \#01 to Professional engineering services contract with Halff Associates, Inc. in the maximum amount of $\$ 296,143.00$ for the Henry Branch Slope Repair Project (Reviewed by the City Council Development Committee on 03/19/2024)

## APPROVED

14. Annual Contract for masonry mailbox repair \& replacement from Olariche Construction Services up to $\$ 60,000.00$ annually. This contract will be for one year with the option to renew for four additional one-year periods totaling $\$ 300,000.00$ if all extensions are exercised (Reviewed by the City Council Development on 03/19/2024)

Harold Willis, 538 Lindly, spoke in opposition.

## APPROVED

15. Annual Contract for Water \& Wastewater Repair and Replacement Services from North Texas Contracting as primary and Lopez Utilities Contractor, LLC as secondary for up to $\$ 4,000,000.00$ annually each with the option to renew for four additional one-year periods totaling $\$ 20,000,000.00$ if all extensions are exercised (Reviewed by the City Council Development Committee on 03/19/2024)

Harold Willis, 538 Lindly, spoke in support.

## APPROVED

16. Ratification in support of the City of Grand Prairie, Texas to submit for a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant to expand a roadway bridge crossing along the Lake Ridge Parkway corridor (North Bridge) for a total project cost of $\$ 19,623,000$ (Reviewed by the City Council Development Committee on 03/19/2024)

Harold Willis, 538 Lindly, spoke in support.

## APPROVED

17. Annual Contract for the purchase of Hot-Mix Asphaltic Concrete from Reynolds Asphalt \& Construction Company (up to $\$ 450,000.00$ annually) through a Master Interlocal Agreement with the City of Arlington. This contract will be for one year with the option to renew for two additional one-year periods totaling $\$ 1,350,000.00$ if all extensions are exercised (Reviewed by the City Council Development Committee on 03/19/2024)

## APPROVED

18. Appoint Beegee Maddux to the Capital Improvement Advisory Committee

Harold Willis, 538 Lindly, spoke in opposition.

## APPROVED

19. Resolution approving the Grand Prairie Local Government Corporation FY 2023-2024

Budget (Reviewed by the Grand Prairie Local Government Corporation on 03/18/2024)
Kate Deremo, 4365 Ashley Ln, spoke in opposition.
Harold Willis, 538 Lindly, spoke in opposition.

## ADOPTED

RES 5397-2024
20. Resolution authorizing the City Manager to enter into an Advance Funding Agreement (AFA) Amendment \#1 with the Texas Department of Transportation (TxDOT) for the installation of Dynamic Message Signs (DMS) and Closed-circuit TV (CCTV) cameras along IH 30 from MacArthur Boulevard to SH 161 increasing the amount by $\$ 366,102.00$ (Reviewed by the City Council Development Committee on 03/19/2024)

Harold Willis, 538 Lindly, spoke in opposition.

## ADOPTED

## RES 5398-2024

21. Resolution authorizing the City Manager to enter into an Advance Funding Agreement (AFA) with the State of Texas, through the Texas Department of Transportation (TxDOT), in which the City agrees to construct a roundabout at the intersection of SH 180/E Main Street and E Jefferson Street for an estimated project amount of $\$ 4,115,940$ which will be reimbursed through State and Federal Funds (Reviewed by the City Council Development Committee on 03/19/2024)

Harold Willis, 538 Lindly, spoke in opposition.

## ADOPTED

RES 5399-2024
22. Resolution authorizing the City Manager to enter into an Advance Funding Agreement (AFA) with the State of Texas, through the Texas Department of Transportation (TxDOT), in which the City agrees to reconstruct the 6-lane asphalt road to a 6-lane concrete roadway on Jefferson Boulevard from SH 161 to Cimarron Trace for an estimated project amount of \$5,325,400 which will be reimbursed through State and Federal Funds (Reviewed by the City Council Development Committee on 03/19/2024)

Harold Willis, 538 Lindly, spoke in opposition.

## ADOPTED

RES 5400-2024
23. Ordinance for funding the Retail Redevelopment Program Chapter 380 Agreement with $R$ Cornelius East, LLC for total funding request of $\$ 100,000.00$ (Reviewed by the City Council Development Committee on 03/19/2024)

Harold Willis, 538 Lindly, spoke in opposition.

## ADOPTED

ORD 11522-2024
24. Resolution Authorizing the City Manager to Execute a Chapter 380 Agreement for economic development incentives with R Cornelius East, LLC pursuant to the City of Grand Prairie Retail Redevelopment Program for 1602 N. SH 161 in an amount not to exceed $\$ 100,000$ (Reviewed by the City Council Development Committee on 03/19/2024)

Kate Deremo, 4365 Ashley Ln, spoke in opposition.
Harold Willis, 538 Lindly, spoke in opposition.

## ADOPTED

RES 5401-2024

## ITEMS FOR INDIVIDUAL CONSIDERATION

25. Action Items Resulting from Staff Presentations:
1) Consider removing the Peninsula as an option for the Lake Ridge Community Center and begin the process of reviewing other options
2) Consideration of Cesar Chavez / Dolores Huerta Holiday
3) Consider removing the Peninsula as an option for the Lake Ridge Community Center and begin the process of reviewing other options

Kevin Toth, 7064 Surfside Lane, recorded his support and noted there were several community meetings with leaders and no survey nor community outreach to gauge how citizens feel and is unclear how access or use of the center would be. He would prefer to keep it a green space.

Vandella Menefee, 5431 Childress Drive, recorded her support and said she serves as president of the Lake Parks HOA, noting her support of this item for a location other than in the Peninsula and asked that other sites be reviewed.

Anita Harriss, 2459 Beachview Drive, recorded her opposition and said she is a resident of the Peninsula for over 20 years and advised she has a petition of four hundred fifty-two signatures in opposition to the center in the Peninsula.

Debbie Self, 2935 Almansa, recorded her opposition, noting she is concerned and feels other locations would be better served by a community center.

Elder William Earl Horton, 2650 Winslow Drive, recorded his opposition and said he would love for it to be located in the southern area, as this would give an opportunity to schedule events. He asked to consider to Oak Hollow Sheffield area.

Kip Brown, 7316 Estela, recorded his opposition and asked the city to leave Lake Ridge on the list, noting he has lived there since 2009, feels it is a great location for a community center and loves the city's desire to put a well maintained center there. He noted he is cub master of a pack in that area and finds the current community centers in the area are often booked and added that for sports and hiking they have to travel to Mansfield or Cedar Hill and requested the city have public meetings to provide true information to the city because there is a lot of misinformation

Sara Wilhite, 7031 Flamencia, recorded her opposition of a community center in Mira Lagos/Peninsuala, noting her concerns with traffic congestion. She said they do not need warming center nor mobile library and is concerned with who will fund the maintenance, instead would like to see green space, a dog park and walking trails.

Harold Willis, 538 Lindly, recorded his opposition and discussed the former public safety bond committee and Interstate 20 being the center of Grand Prairie. He inquired what Grand Prairie paid for the land. Council Member Ezeonu confirmed $\$ 2.7 M$ for nine acres with seven usable.

City Attorney Maleshia McGinnis noted the following who did not wish to speak: In opposition: Ken Self, 2935 Almansa; Teresa L. Williams, 2647 Costa Verde; I support: K. Slatyton, 2804 Pescadero; Tishia Jordan, 6853 Shoreway Drive.

Council Member Ezeonu thanked all who came out to speak on this item and said council supports a community center, and he hopes the vote will be in favor of the community and consider putting the community center in a different location. He then moved, seconded by Council Member Humphreys, to approve removing the Peninsula as an option for the Lake Ridge Community Center and begin the process of reviewing other options. Council Member Johnson asked to amend the motion. He then moved, seconded by Council Member Del Bosque, to substitute the motion, he moved to table the item until staff has time to research and conduct the survey previously requested by Council and keep the word given to the community that the city will conduct a survey to find out what they want and present more accurate information.

He said he has told the community if they do not want a community center there, with accurate information, the city will not put one there. Council Member Ezeonu requested a point of order to inquire if a date on which to table is necessary. Mayor Jensen confirmed it can be tabled exactly as he said. Ms. McGinnis confirmed. Mayor Jensen explained what was discussed at Briefing. He said he was originally going to vote in favor of original motion but changed his mind when he was reminded earlier at Briefing that council had directed staff to gather more information, and noted he will vote to table today.

Voting Yea: Mayor Jensen, Mayor Pro Tem Lopez, Deputy Mayor Pro Tem Clemson, Council Member District 2 Headen, Council Member District 3 Del Bosque, Council Member District 6 Johnson, Council Member At Large Place 7 Adams
Voting Nay: Council Member District 5 Humphreys, Council Member At Large Place 8 Ezeonu
Motion to table carried 7-2.
3) Consideration of Cesar Chavez / Dolores Huerta Holiday

Former State Rep Terry Meza, Irving, spoke in support noting her parents came from a farming background and has friends and family members who were migrant farm workers. She believes it is important because farm workers still have to fight for good working conditions.

Gloria Carrillo, 4536 Friars, spoke in support noting they are heroes to her and said her husband and his family were migrant workers. She discussed the renaming of a street in Grand Prairie recently to Dolores Huerta and said in 2018 a resolution was passed in Grand Prairie ISD to observe a day of service learning projects.

Harold Willis, 538 Lindly, recorded his support and discussed United Farm Workers and asked council to approve because Grand Prairie is a minority majority city.

Citizens who recorded their support but who did not wish to speak:
Griselda Mora, 1113 NW 14 ${ }^{\text {th }}$; Julie Huerta, 4515 Valvern Hill Rd; Frank and Eloisa Del Bosque, 3702 Lemon Dr; Amjad and Nadia Bhular, 2752 Explorador; Isabel Cruz, 2116 Oryx Ln; Mary Anne Prado, 2702 Charon Ct; Rachel Prado, 2934 Nueva Tierra; Rosa Alamos, 1609 Rue; Esmeralda Rodriguez, 1322 Clark Dr; Natalie Torres, 4205 Amherst Ln; Ana Coca, 5312 Throckmorton Dr; Myriam Harwell, 1738 Avenue F; Elida Mendez, 905 NE 33 ${ }^{\text {rd }}$ St; Paula Gonzalez, 1022 Las Palmas; Jennie E. Sullivan, 1818 Wildwood Dr.

Council Member Del Bosque noted his support of this item and said he had a conversation with Representative Marc Veasey highlighting immigrants working in the community. Council Member Del Bosque noted his father immigrated from Mexico and was a cotton picker. He then moved, seconded by by Mayor Pro Tem Lopez, to approve an amendment to the city calendar to acknowledge March 31st as Cesar Chavez / Dolores Huerta Day, a recognized city holiday adding a 12th holiday in fiscal year 2025 for city employees. The motion carried unanimously. Mayor Pro Tem Lopez said this is a great example of who we are as a city.

## PLANNING AND ZONING ITEMS TO BE TABLED

Mayor Pro Tem Lopez moved, seconded by Council Member Headen, to table items twenty-six and twenty-seven. The motion carried unanimously.
26. SUP-24-01-0003 - Specific Use Permit - Adonis Auto Group (City Council District 1). Specific Use Permit Amendment to allow auto sales (non-franchise used) at an existing auto repair (major) and auto body shop located at 1908 110TH Street. Site 3, Block 6, Parcel II, Third Installment, Industrial Community No. 5, GSID COMM Addition, City of Grand Prairie, Tarrant County, Texas, zoned Light Industrial (LI), and addressed as $1908110^{\mathrm{TH}} \mathrm{St}$

## TABLED

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

## TABLED

## PUBLIC HEARING ZONING APPLICATIONS

28. CPA-24-01-0003 - Comprehensive Plan Amendment - 821 MacArthur (City Council District 5). Comprehensive Plan Amendment to change the Future Land Use Map from Low Density Residential to Commercial/Retail/Office on 0.6 acres. Lot 261, a portion of the adjoining Southern tract, and a portion of Lots 168 and 169, Burbank Garden Addition, City of Grand Prairie, Dallas County, Texas, zoned Single Family-Six (SF-6) Residential District and Commercial (C) District, and with an approximate address of 821 MacArthur Blvd (On March 11, 2024, the Planning and Zoning Commission recommended approval by a vote of 5-0)

Chief City Planner Savannah Ware presented items twenty-eight and twenty-nine together. She reviewed the proposed location map, currently zoned commercial. She discussed current zoning and noted the Planning and Zoning (P\&Z) approved this item, but staff is unable to recommend approval of this request since the single-family use is inconsistent with the Future Land Use Map (FLUM) and surrounding land use; however, staff does note that proposed zoning request is consistent with the land uses of abutting properties; There was discussion on the current use. Council Member Humphreys said he desires low density homes. There was discussion regarding the cemetery in the area immediately south and of the expansion. Planning Director Rashad Jackson said they are cleaning it up to continue to do business. Mayor Jensen confirmed the specific use permit (SUP) would give them the expansion. Ms. Ware confirmed they desire to do minor auto repair which requires the SUP.

Miguel Guevara, 7127 Hardwood Trail, Dallas, applicant discussed not doing anything different than how they are currently operating.

Mayor Jensen asked if there were any other speakers and there were none. Council Member Humphreys moved, seconded by Deputy Mayor Pro Tem Clemson, to close the public hearing and approve this item. The motion carried unanimously.

## ADOPTED

ORD 11523-2024
29. ZON-24-01-0002 - Zoning Change - 821 MacArthur (City Council District 5). Zoning Change from Single Family-6 (SF-6) and Commercial (C) to Commercial (C) on 0.6 acres. Lot 261, a portion of the adjoining Southern tract, and a portion of Lots 168 and 169, Burbank Garden Addition, City of Grand Prairie, Dallas County, Texas, zoned Single Family-Six (SF-6) Residential District and Commercial (C) District, and with an approximate address of 821 MacArthur Blvd (On March 11, 2024, the Planning and Zoning Commission recommended approval by a vote of 5-0)

## ADOPTED

## ORD 11524-2024

30. TAM-24-02-0003 - Text Amendment - Article 4: Permissible Uses. An Ordinance of the City of Grand Prairie, Texas, Amending Article 4: Permissible Uses of the Unified Development Code to change the listed use TV Station to TV Station/Media Studio and allow it by right in the Central Area zoning district; Repealing all Ordinances or Parts of Ordinances in Conflict Herewith; Containing a Savings Clause and a Severability Clause; and to become effective upon its passage and approval (On March 25, 2024, the Planning and Zoning Commission recommended approval by a vote of 8-0)

Ms. Ware presented this item to update the use category to better align with the land use designation. Mediajuice acquired the building and are looking to expand and relocate their production facilities. She advised P\&Z and the Development Review Committee approved.

Harold Willis, asked to clarify who the Mediajuice is and if it would be near the Uptown Theater. Council discussion the location and Ms. Ware noted the company is a media studio company from Dallas. Council Member Humphreys advised the TIF Board/TIRZ meeting where they discussed there would be two phases before they open. Mr. Jackson discussed rehabilitation of the building and the benefits of them coming to Grand Prairie.

Mayor Jensen called for additional speaker and there were none.
Council Member Humphreys moved, seconded by Council Member Headen, to close the public hearing and approve this item. The motion carried unanimously.

## ADOPTED

ORD 11525-2024

## CITIZEN COMMENTS

Kate Deremo, 4365 Ashley Ln, asked council to pass a cease fire resolution, said she works as an electrical engineer, discussed feedback loops and the war in Israel.

Harold Willis, 538 Lindly, discussed coupons received in the mail for Trinity Basin Academy, his opposition of charter schools and questioned Grand Prairie Chamber of Commerce's support of charter schools.

## ADJOURNMENT

Mayor Jensen adjourned the meeting at 8:17 p.m.
These minutes were approved at the April 16, 2024, City Council meeting.

[^0]CITY OF GRAND PRAIRIE
COMMUNICATION

## MEETING DATE:

PRESENTER:
TITLE:

4/16/2024
Lee Harriss, Special District Administrator, Finance
Lake Parks PID Contract with Site Landscape Development for landscape maintenance in the total amount of $\$ 254,100.62$, including landscape maintenance $\$ 147,100.62$, beautification $\$ 85,000$, and irrigation system maintenance services $\$ 22,000$, for a one-year term (Council Districts 4 and 6)

## REVIEWING <br> COMMITTEE:

SUMMARY:

| Vendor Name | Annual Cost | Total Cost |
| :--- | :--- | :--- |
| Site Landscape Development | $\$ 254,100.62$ | $\$ 254,100.62$ |

## PURPOSE OF REQUEST:

The PID Board recommended that Site Landscape Development be awarded a contract for landscape maintenance. The term extends from May 1, 2024 through April 30, 2025. Site Landscape Development had the contract last year and performed satisfactorily.

Texas Local Government Code, Chapter 252.022 (a) (9) exempts public improvement districts from competitive bidding requirements. Per that statute, the PID Advisory Board is empowered to enter into contracts such as the ones with Site Landscape Development following approval by the City Council.

FINANCIAL CONSIDERATION:

| Budgeted? | $\boxtimes$ | Fund Name: | Lake Parks PID Fund |
| :--- | :--- | :--- | :--- |

## ATTACHMENTS / SUPPORTING DOCUMENTS:

1- Budget

# Exhibit A <br> GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 7 Lake Parks <br> Five Year Service Plan 2024-2028 BUDGET 

Income based on Assessment Rate of $\$ 0.11$ per $\$ 100$ of appraised value.
The FY 2023 rate was $\$ 0.11$ per $\$ 100$ of appraised value
Service Plan projects a 10\% increase in assessed value per year.

| INCOME: <br> Appraised Value |  | Value$\$ 520,013,188$ |  | Assess Rate <br> \$ 0.11 |  | Revenue |  |  |  | 2028 |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | \$ | 572,015 |  |  |  |  |  |  |
| Description | Account |  |  | 2024 |  | 2025 |  | 2026 |  |  |  | 2027 |  |
| Beginning Balance (Projected) |  | \$ | 169,000 | \$ | 91,744 | \$ | 257,135 | \$ | 470,168 | \$ | 736,369 |
| P.I.D. Assessment | 42620 | \$ | 572,015 | \$ | 629,216 | \$ | 692,138 | \$ | 761,351 | \$ | 837,486 |
| City Contribution | 49780 |  | 21,269 |  | 21,269 |  | 21,269 |  | 21,269 |  | 21,269 |
| TOTAL INCOME |  | \$ | 593,284 | \$ | 650,485 | \$ | 713,407 | \$ | 782,620 | \$ | 858,755 |
| Amount Available |  | \$ | 762,284 | \$ | 742,228 | \$ | 970,542 | \$ | 1,252,788 |  | ,595,124 |
| EXPENSES: |  |  |  |  |  |  |  |  |  |  |  |
| Description |  | 2024 |  | 2025 |  | 2026 |  | 2027 |  | 2028 |  |
| Office Supplies | 60020 | \$ | 2,000 | \$ | 2,000 | \$ | 2,000 | \$ | 2,000 |  | \$ 2,000 |
| Decorations | 60132 |  | 42,000 |  | 42,000 |  | 42,000 |  | 42,000 |  | 42,000 |
| Beautification | 60490 |  | 85,000 |  | 85,000 |  | 85,000 |  | 85,000 |  | 85,000 |
| Wall Maintenance | 60776 |  | 5,000 |  | 5,000 |  | 5,000 |  | 5,000 |  | 5,000 |
| Mowing Contractor | 61225 |  | 139,875 |  | 146,869 |  | 154,212 |  | 161,923 |  | 170,019 |
| Collection Service | 61380 |  | 3,865 |  | 3,865 |  | 3,865 |  | 3,865 |  | 3,865 |
| Misc. | 61485 |  | 1,400 |  | 1,400 |  | 1,400 |  | 1,400 |  | 1,400 |
| Admin./Management | 61510 |  | 20,790 |  | 21,830 |  | 22,921 |  | 24,067 |  | 25,270 |
| Postage | 61520 |  | 50 |  | 50 |  | 50 |  | 50 |  | 50 |
| Electric Power | 62030 |  | 16,000 |  | 16,800 |  | 17,640 |  | 18,522 |  | 19,448 |
| Water Utility | 62035 |  | 66,000 |  | 69,300 |  | 72,765 |  | 76,403 |  | 80,223 |
| Pond/Canal Maintenance-Aquatic | 63038 |  | 36,000 |  | 37,800 |  | 39,690 |  | 41,675 |  | 43,758 |
| Pond/Canal Maintenance-Equip | 63039 |  | 10,000 |  | 10,500 |  | 11,025 |  | 11,576 |  | 12,155 |
| Irrigation System Maint. | 63065 |  | 22,000 |  | 22,000 |  | 22,000 |  | 22,000 |  | 22,000 |
| Playground/Picnic Area Maintenanc | 63135 |  | 8,160 |  | 8,160 |  | 8,160 |  | 8,160 |  | 8,160 |
| Decorative Lighting Maintenance | 63146 |  | 10,000 |  | 10,000 |  | 10,000 |  | 10,000 |  | 10,000 |
| Property Insurance Premium | 64080 |  | 1,200 |  | 1,260 |  | 1,323 |  | 1,389 |  | 1,459 |
| Liability Insurance Premium | 64090 |  | 1,200 |  | 1,260 |  | 1,323 |  | 1,389 |  | 1,459 |
| Fencing | 68061 |  | - |  | - |  | - |  | - |  | - |
| Irrigation around Pond |  |  | - |  | - |  | - |  | - |  | - |
| Construction Miscellaneous | 68151 |  | - |  | - |  | - |  | - |  | - |
| Pond Improvement | 68206 |  | 200,000 |  |  |  |  |  |  |  |  |
| Construction | 68540 |  | - |  | - |  | - |  | - |  | - |
| TOTAL EXPENSES |  | \$ | 670,540 | \$ | 485,093 | \$ | 500,374 | \$ | 516,419 | \$ 533,266 |  |
| Ending Balance* |  | \$ | 91,744 | \$ | 257,135 | \$ | 470,168 | \$ | 736,369 |  | ,061,858 |

Avg. Annual Assessment by Home Value:

| Value | Yrly Assmnt. |
| :---: | ---: |
| $\$ 100,000$ | $\$ 110$ |
| $\$ 200,000$ | $\$ 220$ |
| $\$ 300,000$ | $\$ 330$ |
| $\$ 400,000$ | $\$ 440$ |
| $\$ 500,000$ | $\$ 550$ |
| $\$ 600,000$ | $\$ 660$ |

Avg. Property Value: \$ 407,215
Avg. Property Assessment: \$ 448 No. of Properties: $\quad 1,277$
*Pond dredging, brick wall replacements (Matthew, Doryn, entrances)

CITY OF GRAND PRAIRIE
COMMUNICATION

## MEETING DATE:

PRESENTER:
TITLE:

04/16/2024
Lee Harriss, Special District Administrator, Finance
Westchester PID Change Order/Amendment No. 3 with Site Landscape Development for Tree Services (Pruning on Morningside and Polo from Carrier to Robinson, from Powerline Field to Sandra, and along Westchester Parkway from Salem to Dechman to I-20) for one year in the amount of \$94,473.38 in Westchester PID (Council Districts 2 and 6)

Approved by the Westchester PID Advisory Board on 3/26/24

## REVIEWING <br> COMMITTEE:

## SUMMARY:

| Vendor Name | $\underline{\text { Annual Cost }}$ | $\underline{\text { Total } \text { Cost }}$ |
| :--- | :--- | :--- |
| Site Landscape Development | $\$ 94,473.38$ | $\$ 94,473.38$ |

## PURPOSE OF REQUEST:

The PID Board recommended that Site Landscape Development be awarded a contract for tree care services. The term extends from December 1, 2023 through November 30, 2024.

Texas Local Government Code, Chapter 252.022 (a) (9) exempts public improvement districts from competitive bidding requirements. Per that statute, the PID Advisory Board is empowered to enter into contracts such as the ones with Site Landscape Development following approval by the City Council.

EXPENDITURE HISTORY ( 2 to 3 yrs info):

|  | $\underline{\text { Amount }}$ | $\underline{\text { Approval Date }}$ | Reason |
| :--- | :--- | :--- | :--- |
| Original Contract: | $102,621.81$ | $12 / 12 / 23$ | Tree Care |
| Change Order \#1 | $\$ 3,000.00$ | $1 / 25 / 24$ | Tree Care |
| Change Order \#2 | $\$ 68,550.41$ | $3 / 5 / 24$ | Tree Pruning |
| Change Order \#3 | $\$ 94,473.38$ | $3 / 26 / 24$ | Tree Pruning |
| TOTAL: | $\$ 268,645.60$ |  |  |

FINANCIAL CONSIDERATION:

| Budgeted? | $\boxtimes$ | Fund Name: Westchester PID | Account Unit or Activity* - 321192 |
| :--- | :--- | :--- | :--- |

[^1]
## ATTACHMENTS / SUPPORTING DOCUMENTS:

1- Budget

Exhibit A-1
GRAND PRAIRIE PUBLIC IMPROVEMENT DISTRICT NO. 1
Westchester
Five Year Service Plan 2024-2028 BUDGET
Income based on Assessment Rate of $\$ 0.09$ per $\$ 100$ of appraised value.
The FY 2023 rate was $\$ 0.09$ per $\$ 100$ of appraised value
Service Plan projects a $10 \%$ increase in assessed value per year.

| INCOME: <br> Appraised Value |  | \$1,410,725,470 |  | Assess Rate <br> \$ 0.09 | Revenue \$ 1,269,653 |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Description | Account |  | 2024 | 2025 | 2026 | 2027 | 2028 |
| Beginning Balance (Projected) |  | \$ | 809,000 | \$ 595,910 | \$ 583,371 | \$ 707,759 | \$ 1,156,653 |
| P.I.D. Assessment | 42620 | \$ | 1,269,653 | \$ 1,396,618 | \$ 1,536,280 | \$ 1,689,908 | \$ 1,858,899 |
| City Contribution | 49780 |  | 58,256 | 58,256 | 58,256 | 58,256 | 58,256 |
| TOTAL INCOME |  | \$ | 1,327,909 | \$ 1,454,874 | \$ 1,594,536 | \$ 1,748,164 | \$ 1,917,155 |
| Amount Available |  | \$ | 2,136,909 | \$ 2,050,785 | \$ 2,177,907 | \$ 2,455,923 | \$ 3,073,808 |
| EXPENSES: |  |  |  |  |  |  |  |
| Description |  |  | 2024 | 2025 | 2026 | 2027 | 2028 |
| Office Supplies | 60020 | \$ | 1,800 | \$ 1,800 | \$ 1,800 | \$ 1,800 | \$ 1,800 |
| Decorations | 60132 |  | 40,000 | 40,000 | 40,000 | 40,000 | 40,000 |
| Beautification | 60490 |  | 200,000 | 200,000 | 200,000 | 200,000 | 200,000 |
| Wall Maintenance | 60776 |  | 75,000 | 75,000 | 50,000 | 50,000 | 50,000 |
| Professional Engineering Services | 61041 |  | 12,000 | 12,000 | 12,000 | 12,000 | 12,000 |
| Mowing Contractor | 61225 |  | 307,789 | 323,178 | 339,337 | 356,304 | 374,119 |
| Tree Services | 61226 |  | 80,000 | 80,000 | 80,000 | 80,000 | 80,000 |
| Collection Service (\$2.90/Acct) | 61380 |  | 9,860 | 9,860 | 9,860 | 9,860 | 9,860 |
| Misc. | 61485 |  | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 |
| Admin./Management | 61510 |  | 29,700 | 31,185 | 32,744 | 34,381 | 36,101 |
| Postage | 61520 |  | 50 | 50 | 50 | 50 | 50 |
| Electric Power | 62030 |  | 6,300 | 6,615 | 6,946 | 7,293 | 7,658 |
| Water Utility | 62035 |  | 175,000 | 183,750 | 192,938 | 202,584 | 212,714 |
| Irrigation System Maint. | 63065 |  | 75,000 | 75,000 | 75,000 | 75,000 | 75,000 |
| Decorative Lighting Maintenance | 63146 |  | 18,000 | 18,000 | 18,000 | 18,000 | 18,000 |
| Property Insurance Premium | 64080 |  | 6,000 | 6,300 | 6,615 | 6,946 | 7,293 |
| Liability Insurance Premium | 64090 |  | 3,500 | 3,675 | 3,859 | 4,052 | 4,254 |
| Fencing* | 68061 |  | 500,000 | 400,000 | 400,000 | 200,000 | 200,000 |
| Construction | 68540 |  | - | - | - | - | - |
|  |  |  | - | - | - | - |  |
| TOTAL EXPENSES |  | \$ | 1,540,999 | \$ 1,467,413 | \$ 1,470,148 | \$ 1,299,270 | \$ 1,329,848 |
| Ending Balance* |  | \$ | 595,910 | \$ 583,371 | \$ 707,759 | \$ 1,156,653 | \$ 1,743,959 |

Avg. Annual Assessment by Home Value:
Value
$\$ 100,000$
$\$ 200,000$
$\$ 300,000$
$\$ 400,000$
$\$ 500,000$
$\$ 600,000$
Yrly Assmnt.
$\$ 90$
$\$ 180$
$\$ 270$
$\$ 360$
$\$ 450$
$\$ 540$

Avg. Property Value: \$ 414,919
Avg. Property Assessment: \$ 373 No. of Properties: $\quad 3,400$

CITY OF GRAND PRAIRIE
COMMUNICATION

MEETING DATE: 04/16/2024
PRESENTER: Chase Wheeler, Assistant Director - Fire
Annual maintenance agreement with Mass Notification Services, a sole source provider, in the amount of $\$ 19,500.00$ in year one for a six-month contract and $\$ 39,000.00$ in years two through five for maintenance of the city Outdoor Warning Siren network. The annual maintenance agreement with Mass Notification Services will be $\$ 19,500.00$ for six months and $\$ 39,000.00$ for Years two through five, totaling $\$ 175,500.00$ if all extensions are exercised

## REVIEWING (Reviewed by the Public Safety, Health, and Environmental Committee on COMMITTEE:

## SUMMARY:

| Vendor Name | $\underline{\text { Annual Cost }}$ |
| :--- | :--- |
| Mass Notification Services | $\$ 19,500.00(\mathrm{six}$ <br> months $) / \$ 39,000.00 ~(1 \mathrm{yr})$. |

## PURPOSE OF REQUEST:

This contract is for the general preventive maintenance and minor repairs to the Outdoor Warning Siren network. Our current Outdoor Warning Siren system is crucial in providing prompt emergency warnings to the public who are outdoors during an emergency. Currently, the City has twenty-nine (29) Outdoor Warning Sirens within city limits which provide coverage for all major outdoor-related event areas and neighborhoods. The Office of Emergency Management manages this system, which helps provide enhanced emergency "Outdoor Warning" capabilities to those outside needing to seek shelter during an emergency.

## PROCUREMENT DETAILS:

Procurement Method: $\boxtimes$ Sole Source

## FINANCIAL CONSIDERATION:

| Budgeted? | $\boxtimes$ | Fund Name | General Fund |
| :--- | :--- | :--- | :--- |

## ATTACHMENTS / SUPPORTING DOCUMENTS:

1- Sole Source Letter

March 13, 2024

Re: Mass Notification Services, Inc. is the sole source for American Signal Corporation service and support in Texas.

Dear Chase Wheeler, Grand Prairie Emergency Management and Fire Department,

In our ongoing effort to provide American Signal equipment and factory certified support to our customers in your region, American Signal Corporation identifies Mass Notification Services, Inc. as the sole source for factory equipment and authorized service and repair, including warranty determination and support.

In addition to certifying Mass Notification Services as the factory supplier and authorized service center for a American Signal Corporation's products and solutions, we continuously work in conjunction with Mass Notification Services to ensure the highest level of service and support to our customers.

Together American Signal Corporation and Mass Notification Services look forward to providing you with the best-in-class \& state of the art equipment and service and support for your life safety system.


CITY OF GRAND PRAIRIE
COMMUNICATION

MEETING DATE:
PRESENTER:
TITLE:

04/16/2024 bunker gear from Gear Cleaning Solutions, LLC ( $\$ 75,000$ annually) through a master interlocal agreement with the City of Allen. This agreement is for one year with the option to renew for four additional one-year periods totaling $\$ 375,000$ if all extensions are exercised
(Reviewed by the Public Safety, Health, and Environment Committee

Robert Fite, Fire Chief, Fire Department

Annual contract for inspection, cleaning, and repair of firefighter on 04/09/2024)
-

## REVIEWING <br> COMMITTEE:

SUMMARY:

| Vendor Name | Annual Cost | Total Cost |
| :--- | :--- | :--- |
| Gear Cleaning Solutions, LLC | $\$ 75,000$ | $\$ 375,000$ |

## PURPOSE OF REQUEST:

The Texas Commission on Fire Protection mandates that all fire gear worn by firefighters must be cleaned, tested, inspected, and repaired by a fully verified Independent Service Provider. This price agreement with Gear Cleaning Solutions, LLC, allows the Fire Department to meet the state requirement. Since Gear Cleaning Solutions is based in Dallas, they will pick up and deliver the gear within 36 hours.

EXPENDITURE HISTORY ( 2 to 3 yrs info):

|  | Amount | $\underline{\text { Approval Date }}$ | Reason |
| :--- | :--- | :--- | :--- |
| Original Contract: | $\$ 140,000$ | $02 / 01 / 2022$ | Two-one year agreements |
| Change Order \# |  |  |  |
|  |  |  |  |
| TOTAL: | $\$ 140,000$ |  |  |

## PROCUREMENT DETAILS:

Procurement Method: $\boxtimes$ Interlocal - City of Allen

## FINANCIAL CONSIDERATION:

| Budgeted? | $\boxtimes$ | Fund Name: | General Fund |
| :--- | :--- | :--- | :--- |

## ATTACHMENTS / SUPPORTING DOCUMENTS:

1- Bid Summary
2- Allen

February 5, 2024
Gear Cleaning Solutions
Rick Johnson
Subject: Notice to Proceed City of Allen Bid Number 2024-11-19; PPE Inspections
Contract Term: February $8^{\text {th }}, 2024$ through February $8^{\text {th }}, 2025$
Renewal Option Year 1: February $8^{\text {th }}, 2025$ through February $8^{\text {th }}, 2026$
Renewal Option Year 2: February $8^{\text {th }}, 2026$ through February $8^{\text {th }}, 2027$
Renewal Option Year 3: February $8^{\text {th }}, 2027$ through February $8^{\text {th }}, 2028$
Renewal Option Year 4: February $8^{\text {th }}, 2028$ through February $8^{\text {th }}, 2029$

## Dear Vendor:

Please allow this letter to serve as notice to proceed on the above-mentioned contract Gear Cleaning Solutions. This is a fixed price contract for the item or service being purchased. The initial term will be for one-year period, with four additional one-year renewal option, with said options to be exercised solely at the City's discretion.

This agreement will automatically renew annually through the final expiration date, with the exception of either party exercising the "Termination" clause as provided in II General Terms and Conditions, section 2.5 , of the solicitation.

All invoices submitted shall be at the contracted rate. Invoices may also be submitted electronically at accountspayable@cityofallen.org. The Purchase Order number must appear on each invoice.

Please acknowledge receipt and acceptance of this notice by signing below, and faxing to 214-509-4643 or email to tim.massey @cityofallen.org.


If you have any questions concerning this award, please contact me immediately at 214-509-4643
Respectfully,

Tim Massey
Purchasing Analyst

CITY OF GRAND PRAIRIE
COMMUNICATION

## MEETING DATE:

PRESENTER:
TITLE:

04/16/2024
Robert Fite, Fire Chief, Fire Department
Purchase of two Pentheon battery-operated rescue tools including ram, spreader, and cutter and all accessories from Siddons-Martin Emergency Group, LLC for the price of $\$ 93,850.22$ through a Master Cooperative contract with Buyboard
(Reviewed by the Public Safety, Health, and Environment Committee on 04/09/2024)

## SUMMARY:

| Vendor Name | Total Cost |
| :--- | :--- |
| Siddons-Martin Emergency <br> Group, LLC | $\$ 93,850.22$ |

## PURPOSE OF REQUEST:

Traditional fire rescue tools are hydraulic, operated by a gasoline-powered motor/power plant using hydraulic oil. The current set of rescue tools is over 12 years old, and the new technology rescue tools are battery-operated. This purchase will replace two sets of old rescue tools on Truck 1 and Truck 5.

## PROCUREMENT DETAILS:

Procurement Method: $\boxtimes$ Cooperative - Buyboard

FINANCIAL CONSIDERATION:

| Budgeted? | $\boxtimes$ | Fund Name: | Fire-State Supp Funds (TASPP) |
| :--- | :--- | :--- | :--- |

## ATTACHMENTS / SUPPORTING DOCUMENTS:

1- Quote

Siddons-Martin Emergency Group
ESTIMATE 3500 Shelby Lane
Denton, TX, 76207
USA
Phone: (940) 315-4948
DO NOT PAY
Customer Info:
GRAND PRAIRIE FD
510 WEST MAIN STREET
Grand Prairie, TX, 75050
USA

Document Info:
Quote \#: 700-0009920
Taken By: Jacob Ventrca
Expiration Date: 04/15/2024

| Item \# | Description | Quantity / Unit | Unit Price | Amount |
| :---: | :---: | :---: | :---: | :---: |
| 161249 | PENTHEON PSP50 SPREADER HOL-159.000.181 | 2.00 / EA | 14,623.09 | 29,246.18 |
| 161223 | PENTHEON PCU50 CUTTER HOL-159.000.063 | 2.00 / EA | 12,775.24 | 25,550.48 |
| 161257 | PTR50 TELESCOPIC RAM HOL-159.000.207 | 2.00 / EA | 10,704.03 | 21,408.06 |
| 161031 | EXTENSION PIPE TRE05 HOL-151.001.902 | 2.00 / EA | 990.33 | 1,980.66 |
| 161027 | EXTENSION PIPE- TREO4 HOL-151.001.771 | 2.00 / EA | 818.70 | 1,637.40 |
| 160978 | CHARGER PBCH2 115 VOLT | 4.00 / EA | 579.64 | 2,318.56 |

HOL-151.000.742

| 160972 | PBPA287 BATTERY <br> HOL-151.000.583 | $8.00 / E A$ | 875.00 | $7,000.00$ |
| :--- | :--- | :--- | :--- | :--- |
|  |  | DAISY CHAIN POWER CORD- <br> DCPC1 <br> HOL-151.000.503 | $4.00 / E A$ | 12.92 |

HOL-159.000.212

| 300056 | FREIGHT | 1.00 / EA | 500.00 | 500.00 |
| :---: | :---: | :---: | :---: | :---: |
|  | FREIGHT |  |  |  |
| 300042 | TRADE-IN CREDIT: HOLMATRO | -1.00 / EA | 3,500.00 | -3,500.00 |
|  | COMPLETE SET: POWER |  |  |  |
|  | PLANT, SPREADER, CUTTER, |  |  |  |
|  | RAM, 2X HOSES |  |  |  |
|  | STOCK DISCOUNT |  |  |  |
| 141624 | CONTRACT 698-23 | 1.00 / EA | 0.00 | 0.00 |
|  | BUYBOARD |  |  |  |

Page 1 of 2 For complete terms and conditions please visit our website :
https://www.siddons-martin.com
Link

Siddons-Martin Emergency Group ESTIMATE
Denton, TX, 76207
USA
$\qquad$

Total of All Services

| Total of All Services |  |  |  |
| :--- | ---: | :--- | ---: |
| Labor total | $\$ 0.00$ | Shop supplies | $\$ 0.00$ |
| Parts total | $\$ 93,350.22$ | Sublet total | $\$ 0.00$ |
| Freight total | $\$ 500.00$ | Core charges | $\$ 0.00$ |
|  |  | Sales tax | $\$ 0$ |
|  |  | Total: $\$ 93,850$ |  |

CITY OF GRAND PRAIRIE
COMMUNICATION

MEETING DATE:
PRESENTER:
TITLE:

04/16/2024
Ray Cerda, Director Parks Department
Annual contract with Carruthers Landscape Management Inc. for landscape maintenance at multiple Park locations including all cityowned medians and rights-of-way. This contract will be for $\$ 720,000.00$ for one year with the option to renew for four additional one-year periods totaling $\$ 3,600,000.00$ if all extensions are exercised

REVIEWING
COMMITTEE:
(Reviewed by the Finance \& Government Committee on 04/02/2024)

## SUMMARY:

| Vendor Name | $\underline{\text { Annual Cost }}$ | Total Cost |
| :--- | :--- | :--- |
| Carruthers Landscape <br> Management Inc. | $\$ 720,000.00$ | $\$ 3,600,000.00$ |

## PURPOSE OF REQUEST:

This contract is for the landscape maintenance services to include mowing, edging, blowing, trimming, pruning, integrated pest management, fertilization, mulching, seasonal color rotations, tree maintenance, litter removal, irrigation maintenance, and repairs, and other landscape-related services for approximately 367 acres of medians, rights-of-way, and other City-owned properties. Such properties include the Tourist Information Center, The Betty Warmack Library, the City Service Center, and a few other locations.

## PROCUREMENT DETAILS:

Procurement Method: $\boxtimes$ RFB
Number of Responses: Eight RFB \#: 24073

Selection Details: $\square$ Low Bid $\boxtimes$ Best Value
FINANCIAL CONSIDERATION:

| Budgeted? | $\boxtimes$ | Fund Name: | Parks Venue Fund |
| :--- | :--- | :--- | :--- |

## ATTACHMENTS / SUPPORTING DOCUMENTS:

1- Bid Tabulation and Scorecard

## Landscape Maintenance for Parks Locations

RFB \#24073
TABULATION



## SCORECARD

|  |  | WO-NCTRCA | Al- Not Certified |
| :--- | :---: | :---: | :---: | :---: | :---: |


|  |  |  | HI-Not Certified |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| GRand Drairte | Evaluation Score Card <br> Landscape Maintenance for Park Locations RFB\#: 24073 | Superscaptes OpCo, LLC | Landscapes of Fort Worth | Yellowstone Landscape | BrightView <br> Landscape Services, Inc. |
|  |  | Carrollton, Texas | Fort Worth, Texas | Keller, Texas | Dallas, Texas |
| Evaluation Criteria | Maximum Score | Score | Score | Score | Score |
| Price | 50.00 | 28.72 | 36.49 | 47.90 | 28.65 |
| Qualifications | 25.00 | 15.00 | 11.67 | 20.00 | 25.00 |
| Past Experience with the City or another municipality | 15.00 | 8.00 | 5.00 | 10.00 | 14.00 |
| Reference Surveys | 10.00 | 6.67 | 3.33 | 0.00 | 2.78 |
| Total | 100.00 | 58.39 | 56.49 | 77.90 | 70.43 |

MEETING DATE:
04/16/2024

PRESENTER:
TITLE:

## CITY OF GRAND PRAIRIE COMMUNICATION

REVIEWING
COMMITTEE:

Ray Cerda, Director of Parks, Arts and Recreation

Professional Design Services contract with LJA in the amount of \$214,750 for Master Planning and Phase I construction documentation and construction administration services for Prairie Park (Current location of Cricket and Rugby fields)
(Reviewed by Finance and Government Committee on April 2, 2024)

## SUMMARY:

| Vendor Name | Total Cost |
| :--- | :--- |
| LJA, Inc. | $\$ 214,750$ |

## ANALYSIS:

The Purchasing Department sent out a Request for Qualification Proposal advertisement (RFQ 24026) for professional architectural services in connection with the Prairie Park Master Planning, Phase I construction documentation and construction administration. On December 18, 2023, the Purchasing Department received a total of five submittals in response to this RFQ. A committee of Parks, Arts and Recreation staff evaluated the submittals and selected the consulting firm of LJA, Inc., as the finalist for the project.

The firm will evaluate the existing conditions of the park, manage the public input process, develop a conceptual master plan, cost estimation of improvements for Prairie Park and Phase I construction documentation and construction administration. The consultant has submitted a fee of 214,750 for the project. Service will include park master plan, construction drawings for Phase 1 improvements to include a new restroom, concrete parking lot, an additional cricket field, spectator seating and shade, park sign, fencing, landscape and irrigation.

## FINANCIAL CONSIDERATION:

| .$B u d g e t e d ?$ | $\boxtimes$ | Fund Name: | Park CIP - (\$200,000) $02405803 \&(\$ 14,750)$ <br> 02405603 |
| :--- | :--- | :--- | :--- |


|  |  |  |  |  |  | Item 10. |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Evaluation Score Card <br> Professional Landscape Architectural/Engineering Services for Prairie Park RFQ \# 24026 | HALFF ASSOCIATES, INC. <br> Richardson, TX | DUNAWAY ASSOCIATES, LLC <br> Fort Worth, TX | LJA <br> ENGINEERING, INC. <br> Dallas, TX | OLSSON, INC. <br> Plano, TX | WESTWOOD PROFESIONAL SERVICES, INC <br> Dallas, TX |
| Evaluation Criteria | Maximum Score | Score | Score | Score | Score | Score |
| Project Team - Directly Involved Day to Day | 20.00 | 17.60 | 20.00 | 19.20 | 18.00 | 19.20 |
| Project Team - Team Subconsultants | 10.00 | 8.40 | 9.00 | 9.20 | 8.60 | 9.40 |
| Firm Capabilities | 25.00 | 23.00 | 25.00 | 25.00 | 21.00 | 23.00 |
| Performance Ability | 15.00 | 12.90 | 13.80 | 14.10 | 12.60 | 12.60 |
| Project Approach | 10.00 | 8.40 | 9.20 | 10.00 | 9.20 | 8.40 |
| Pre-interview Sub-totals |  | 70.30 | 77.00 | 77.50 | 69.40 | 72.60 |
| Interview* | 20.00 |  | 16.00 | 20.00 |  | 15.20 |
| Total | 100.00 | 70.30 | 93.00 | 97.50 | 69.40 | 87.80 |
| Complete and accurate bid |  | $\checkmark$ | $\checkmark$ | $\checkmark$ | $\checkmark$ | $\checkmark$ |
| Notes |  |  |  |  |  |  |

Bid Tabulator:
Chantel L. Winfield
18-Dec-2023

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

MEETING DATE:
04/16/2024
PRESENTER:
Ray Cerda, Parks, Arts and Recreation Director
TITLE:

REVIEWING
CITY OF GRAND PRAIRIE
COMMUNICATION

Contract with Falkenberg Construction Co., Inc in the amount of $\$ 88,792.13$, with a contingency of $\$ 6,207.87$ for a total of $\$ 95,000$ for additional fencing and gates at the EPIC Recreation Center turfed area through a Master Cooperative contract with Buyboard
(Reviewed by the Finance and Government Committee on 04/02/2024)

## SUMMARY:

| Vendor Name | $\underline{\text { Total Cost }}$ |
| :--- | :--- |
| Falkenberg Construction Co., <br> Inc. | $\$ 88,792.13$ |

## PURPOSE OF REQUEST:

In order to enhance security, member experience and provide rental opportunities, it was determined that additional gates and fencing on the southeast corner of the facility were needed at the EPIC Recreation Center. This fencing and gates will help to secure artificially turfed areas intended for programmable space for Epic members. Staff received a proposal from Falkenberg Construction Co. in the amount of $\$ 88,792.13$ for fabrication and installation of fencing and gates to match existing construction through their BuyBoard contract \#581-19. A contingency of $\$ 6,207.87$ has been added to cover fluctuating material costs making the total project cost $\$ 95,000$.

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

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

## PROCUREMENT DETAILS:

Procurement Method: $\boxtimes$ Cooperative - Buyboard
FINANCIAL CONSIDERATION:

| Budgeted? | $\boxed{ }$ | Fund Name: | Epic CIP Fund |
| :--- | :--- | :--- | :--- |


| If Capital Improvement: |  |  |  |  |  |
| :--- | :--- | :--- | :--- | :--- | :--- |
| Total <br> Project <br> Budget | $\$ 1,665,000$ | Proposed <br> New <br> Funding: | $\$ 0$ | Remaining <br> Funding: | $\$ 1,570,000$ |

CITY OF GRAND PRAIRIE
COMMUNICATION

## MEETING DATE:

PRESENTER:
TITLE:

04/16/2024
Colby Frantz, Manager of Fleet Services
Annual contract for Fleet Tire Repair Services from Rick's Tire Service, Inc. (up to $\$ 50,000$ annually). This contract will be for one year, with the option to renew for four additional one-year periods (up to $\$ 50,000$ annually), totaling $\$ 250,000$ if all extensions are exercised

REVIEWING COMMITTEE:
(Reviewed by the Finance \& Government Committee on 04/02/2024)

## SUMMARY:

| Vendor Name | $\underline{\text { Annual Cost }}$ | $\underline{\text { Total Cost }}$ |
| :--- | :---: | :---: |
| Ricks Tire Service, Inc. | $\$ 50,000$ | $\$ 250,000$ |

## PURPOSE OF REQUEST:

This annual contract will be used by General Services - Fleet Services for tire repair and/or replacement services on City owned vehicles and equipment. Rick's Tire Service, Inc. of Arlington TX, will be utilized on an "as-needed basis", up to $\$ 50,000$ annually, however expenditures will likely stay under this amount as reflected in the funding history.

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

|  | Amount | Approval Date | Reason |
| ---: | ---: | :---: | :--- |
| May 2019 - Apr 2020 | $\$ 29,422$ | $4 / 4 / 2019$ | Initial Contract |
| May 2020 - Apr 2021 | $\$ 18,811$ |  |  |
| May 2021 - Apr 2022 | $\$ 19,514$ |  |  |
| May 2022 - Apr 2023 | $\$ 21,320$ |  |  |
| May 2023 - Apr 2024 | $\$ 19,455$ |  |  |
| TOTAL: | $\$ 108,522$ |  |  |

## PROCUREMENT DETAILS:

Procurement Method: $\boxtimes$ RFB

Number of Responses: Two
RFB \#: 24086
Selection Details: $\boxtimes$ Low Bid $\square$ Best Value
FINANCIAL CONSIDERATION:

| Budgeted? | $\boxtimes$ | Fund Name: | Fleet Services Fund |
| :--- | :--- | :--- | :--- |

## ATTACHMENTS / SUPPORTING DOCUMENTS:

1- Bid Summary

City of Grand Prairie, TX
RFB No. 24086
Tire Repair Service
Closing Date:3/5/24

|  |  |  |  | Rick's Tire Service | Southern Tire Mart, LLC |
| :---: | :---: | :---: | :---: | :---: | :---: |
| ITEM | DESCRIPTION | QTY | UOM | UNIT PRICE |  |
| 1 | Service Call Regular Service Call | 1 | EA | \$50.00 | \$65.00 |
| 2 | Service Call Emergency Service Call | 1 | EA | \$60.00 | \$95.00 |
| 3 | Flat Repair Per Tire - Sedans | 1 | EA | \$25.00 | \$15.00 |
| 4 | Flat Repair Per Tire - Backhoes Front | 1 | EA | \$25.00 | \$45.00 |
| 5 | Flat Repair Per Tire - Backhoes Rear | 1 | EA | \$65.00 | \$45.00 |
| 6 | Flat Repair Per Tire - Dump Trucks | 1 | EA | \$25.00 | \$40.00 |
| 7 | Flat Repair Per Tire - Fire Apparatus | 1 | EA | \$25.00 | \$40.00 |
| 8 | Flat Repair Per Tire - Motor Graders | 1 | EA | \$65.00 | \$65.00 |
| 9 | Flat Repair Per Tire - Wheel Loaders | 1 | EA | \$85.00 | \$85.00 |
| 10 | Flat Repair Per Tire - Dump Trucks | 1 | EA | \$25.00 | \$40.00 |
| 11 | Flat Repair Per Tire - Construction Equipment | 1 | EA | \$25 (see supplemental catalog) | \$40.00 |
| 12 | Flat Repair - Lock Ring/Split Rim Tires | 1 | EA | \$55.00 | \$40.00 |
| 13 | Flat Repair Double Lock Ring Loaders | 1 | EA | \$135.00 | \$95.00 |
| 14 | Flat Repair - 12" to 18" Tire | 1 | EA | \$25.00 | \$15.00 |
| 15 | Flat Repair - 19.5" to 22.5" Tire | 1 | EA | \$25.00 | \$40.00 |
| 16 | Tire Balance - Fire Apparatus/Tires 19.5" or above | 1 | EA | \$35.00 | \$35.00 |


| 17 | Tire Balance Regular Tire/below 19.5" | 1 | EA | \$6.00 | \$15.00 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 18 | Tube Reconstruction | 1 | EA | Removed this line item via Addendum No. 1 | Removed this line item via Addendum No. 1 |
| 19 | $\begin{aligned} & \text { Tubes on tires < } \\ & 20^{\prime \prime} \\ & \hline \end{aligned}$ | 1 | EA | \$35.00 | \$20.00 |
| 20 | Bent Wheel Rim Repair | 1 | EA | \$25.00 | \$25.00 |
| 21 | Valve Stem Replacement less than 19.5" Rubber | 1 | EA | \$5.00 | \$2.95 |
| 22 | Valve Stem Replacement less than 19.5" Metal | 1 | EA | \$11.00 | \$4.95 |
| 23 | Valve Stem Replacement 19.5" or above Rubber | 1 | EA | \$11.00 (See supplemental catalog) | \$6.95 |
| 24 | Tire Rotation | 1 | Vehicle being Repaired | \$12.50 | \$10.00 |
| 25 | Tire Disposal | 1 | Tire | $\$ 5.00$ see Supplemental catalog | see attached sheet for list of disposal prices |
| 26 | Out of City Limit Service Call Fee | 1 | Ea | \$3.50 per mile | \$0.00 |
| 27 | $\begin{aligned} & \text { Discount on Tires } \\ & \text { (\%) } \end{aligned}$ | 5000* | DISC. | 50.00\% | See attached sheet |
| SCENARIO PRICING |  |  |  |  |  |
| 28 | Scenairo\#1 |  |  | \$124.00 | \$99.43 |
|  | Scenario\#2 |  |  | \$100.00 | \$111.24 |
|  | Scenario\#3 |  |  | \$115.00 | \$211.09 |
| TOTAL |  |  |  | \$339.00 | \$421.76 |

City of Grand Prairie, TX
RFB No. 24086
Tire Repair Service
Closing Date:3/5/24

## SOUTHERN TIRE MART CATALOG

Firestone Brand Discount Structures

| Discount | Factor |  |
| :--- | ---: | ---: |
|  |  | $20 \%$ |
|  |  | 0.7475 |
|  |  | 0.5105 |
|  |  | 0.7845 |
| PS/LT/PRST |  | 0.793 |
|  |  | 0.8126 |
|  |  | 0.8625 |
|  |  | 0.9052 |
|  |  | 0.9775 |
|  |  | $36 \%$ |
| TBR | $37 \%$ | 0.64 |
| OTR | $23 \%$ | 0.63 |
| Farm |  | 0.77 |

Bridgestone

|  | $20 \%$ | 0.866 |
| :--- | ---: | ---: |
| PS/LT/PRST |  | 0.8978 |
|  |  | 0.9089 |
| TBR | $39 \%$ | 0.9438 |
| OTR | $37 \%$ | 0.61 |

Tire Disposal Structure
Tire Type
Disposal Price

| Light Truck/Passenger | $\$ 5.00$ |
| :--- | :---: |
| Medium Truck | $\$ 10.00$ |
| OTR/Agricultural | $\$ 30.00$ |

City of Grand Prairie, TX
RFB No. 24086
Tire Repair Service
Closing Date:3/5/24

## RICKS TIRE SUPPLEMENTAL CATALOG

Line\#11- Prices for Flat Repairs on Construction Equipment vary. Below is the price list

| Any tubeless construction tire 15" | $\$ 25.00$ |
| :--- | :--- |
| and under | $\$ 25.00$ |
| 11 L 15 | $\$ 25.00$ |
| 11 L 16 | $\$ 25.00$ |
| $12.50 / 80 \mathrm{R} 18$ | $\$ 25.00$ |
| Front backhoes | $\$ 65.00$ |
| Back backhoes | $\$ 65.00$ |
| Motor graders | $\$ 85.00$ |

Line\#23 - Prices for Valve Stems 19.5 and larger vary. Below is the price list

| 225/70R19.5 chrome | $\$ 13.00$ |
| :--- | :--- |
| 11R22.5 brass | $\$ 11.00$ |
| Front backhoes | $\$ 13.00$ |
| Back backhoes | $\$ 25.00$ |
| Motor graders | $\$ 25.00$ |
| Loaders | $\$ 25.00$ |

Line\#25 - Tire Disposal costs vary with tire size. Below is the price list

| 19 and under | $\$ 5.00$ |
| :--- | :---: |
| 19.5 to 12R22.5 | $\$ 10.00$ |
| 315/80R22.5 to 425/65R22.5 | $\$ 15.00$ |
| Front backhoes | $\$ 10.00$ |
| Rear backhoes | $\$ 65.00$ |
| Motor graders | $\$ 85.00$ |
| Loaders | $\$ 100.00$ |

CITY OF GRAND PRAIRIE
COMMUNICATION

MEETING DATE:
PRESENTER:
TITLE:

04/16/2024

Ray Riedinger, Facility Services Manager, General Services

Annual contract for electrical services from Fort Worth Electric, LP through a Master Cooperative contract with The Cooperative Purchasing System (TIPS). This contract will be for one year (up to $\$ 500,000.00$ annually) ending April 30, 2025, with the option to renew for three additional one-year periods (up to $\$ 500,000.00$ annually), totaling $\$ 2,000,000.00$ if all extensions are exercised
(Reviewed by the Finance and Government Committee on 04/02/2024)

## SUMMARY:

| Vendor Name | $\underline{\text { Annual Cost }}$ | $\underline{\text { Total Cost }}$ |
| :--- | :---: | :---: |
| Fort Worth Electric | $\$ 500,000.00$ | $\$ 2,000,000.00$ |

## PURPOSE OF REQUEST:

Due to the growing demands of the City, a secondary vendor is needed to provide electrical trades labor and materials on an "as-needed basis" for the maintenance and repair of city-owned facilities. The annual cost of up to $\$ 500,000$ considers increased maintenance expenses, repairs, and new installation requests associated with keeping facilities in service as reflected in the funding history.

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

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

FUNDING HISTORY ( 2 to 3 yrs. info):

|  | Amount | Approval Date | Reason |
| ---: | :---: | :--- | :--- |
| July 2021-2022 | $\$ 194,498.00$ |  |  |
| July 2022-2023 | $\$ 272,389.00$ |  |  |
| July 2023-present | $\$ 361,173.00$ |  |  |
| TOTAL: | $\$ 828,060.00$ |  |  |

## PROCUREMENT DETAILS:

Procurement Method: $\boxtimes$ Cooperative - TIPS

## $\boxtimes$ HUB Vendor

FINANCIAL CONSIDERATION:

| Budgeted? | $\boxtimes$ | Fund Name: | All Departments Operating Funds |
| :--- | :--- | :--- | :--- |

CITY OF GRAND PRAIRIE
COMMUNICATION

## MEETING DATE:

PRESENTER:
TITLE:

REVIEWING COMMITTEE:

04/16/2024
Ray Riedinger, Facility Services Manager
Contract for the replacement of the existing HVAC system at Fire Station 7 from Trane U.S., Inc. for $\$ 99,557.85$ through a Master Cooperative contract with OMNIA Partners
(Reviewed by the Finance and Government Committee on 04/02/2024)

## SUMMARY:

| Vendor Name | $\underline{\text { Total Cost }}$ |
| :--- | :---: |
| Trane U.S., Inc. | $\$ 99,557.85$ |

## PURPOSE OF REQUEST:

The original HVAC equipment at Fire Station 7 has been in place and operational for over 10 years. The units are starting to fail with decreased reliability and increased maintenance expenses. Trane has submitted a proposal through their OMNIA Partners contract \#3341 to replace the existing indoor \& outdoor units with (1) 1.5-ton Unitary Split System, (1) 2-ton Unitary Split System, (2) 2.5-ton Unitary Split Systems and (1) Heat Pump Outdoor Unit.

The project(s) consist of:

- Equipment \& Labor - \$93,416.00
- Bond Fee - \$1,401.00
- Contingency of 5\% - \$4,740.85

Total - \$99,557.85
State Purchasing laws, Government Code, Chapter 271.102 authorize local governments to enter joining contracts and cooperative agreements for the performance of governmental functions normally associated with the operation of government such as purchasing necessary materials and supplies.

The City approved a Master Cooperative contract with OMNIA Partners; whereby, the City could make use of all that entity's agreement(s).

## PROCUREMENT DETAILS:

Procurement Method: $\boxtimes$ Cooperative - OMNIA Partners

FINANCIAL CONSIDERATION:

| Budgeted? | $\boxtimes$ | Fund Name: | MFAC CIP Fund |
| :--- | :--- | :--- | :--- |


| If Capital Improvement: |  |  |  |  |  |
| :--- | :--- | :--- | :--- | :--- | :--- |
| Total <br> Project <br> Budget | $\$ 99,557.85$ | Proposed <br> New <br> Funding: | $\$ 0$ | Remaining <br> Funding: | $\$$ |

MEETING DATE:
04/16/2024

PRESENTER:

REVIEWING COMMITTEE:

## TITLE:

## CITY OF GRAND PRAIRIE COMMUNICATION

## SUMMARY:

The family residing at the location in attachment A , has met all the eligibility requirements of the HOME Reconstruct Program as described below; therefore, the City Council is requested to award the bid for one residential reconstruction project as part of the HOME Reconstruct Program to the most reasonable bidder for the project, Johnson Construction Services in the amount of \$166,735.00.

The Housing and Neighborhood Services Department, as part of the Housing rehabilitation program, takes applications from citizens of Grand Prairie for assistance in the rehabilitation of their homes. All HNS rehabilitation programs are federally funded, with the reconstruction program being the most comprehensive rehabilitation effort. The detailed procedures and guidelines for the reconstruction program can be found in attachment B.

The HOME Reconstruct Program has specific eligibility requirements. The applicant must be 60 years of age or older, or have a long-term disability supported statement; the home must be owner occupied with a valid Deed of Trust; the property must be located in the city limits of Grand Prairie; the applicant must have owned the property at least 3 years; the current taxes must be paid (county, city, and schools); the insurance must be current (minimum value of the home); and the property must be more than $75 \%$ deteriorated from its appraised value, as provided by the appropriate appraisal district. To qualify for the program, the applicant's income must not exceed $80 \%$ of the median income for the City of Grand Prairie, as determined by the U.S. Department of Housing and Urban Development (HUD). This program is a Deferred Payment Loan (DPL), not a grant, and a lien is placed on the property for the total amount of reconstruction with a $0 \%$ to $3 \%$ interest rate, based on the applicant's income.

## FINANCIAL CONSIDERATION:

The Bid sheet for the project is attached (Attachment A). We received three (3) competitive bids from our contractors after sending the bid packet to all 5 eligible bidders. Sufficient funding is available and was approved in the PY22 CDBG/HOME Program Budget to complete the projects using 302392 HOME Grant Funding.

## HOUSING AND NEIGHBORHOOD SERVICES

## CONTRACTOR BID REVIEW

PROPERTY: 2205 Varsity Dr - Lopez (32253)

Bid Date: 3/6/2024 Bid Deadline: 3/18/2024 $\qquad$ Bid Opening: 3/19/2024

No. of Bids Faxed or Emailed: 5
No. of Bids Returned: $\underline{3}$

Department Estimate: $\qquad$ 15\% High: $\qquad$ 15\% Low: $\qquad$

BIDDING CONTRACTORS
Brickman Homes
P \& P Construction Services
Ridgewood Solutions LLC
REKJ Builders, LLC
$\checkmark$ Johnson Construction Services

BID AMOUNT
\$180,000.00
No Bid
\$193,750.00
No Bid
\$166,735.00

ELIGIBILITY
Eligible Ineligible
Eligible
Ineligible
Eligible

I. Potential clients fill out the qualification questions form.

Property must be owner occupied and client must fall in the income range.
II. When client comes up on waiting list, client fills out application and provides qualifying documents.
III. We determine income and whether rehab will be paid back or not.
IV. Rehab Coordinator does the Work Write Up (WWUP) and determines if the property is more than 75\% deteriorated.
V. If the property is more than $75 \%$ deteriorated, will need to be reconstructed.
VI. Obtain Land Records

Property must be in owner's name. If any liens were found, they will need to be cleared before demolition.
VII. Obtain Survey

Determine if building over the common lot line and if house will be over, we need to obtain paperwork from zoning and get it signed before demolition.
VIII. Check zoning to determine the square footage of the house.
IX. Obtain site plan
X. Obtain foundation letter.
XI. Obtain MEC check.
XII. Project out for bid (5-10 days).
a. Site Plans
b. Building Materials List
c. Floor Plans
d. 3 elevations
XIII. Award Bid to winning contractor.
XIV. Client moves out to a relocation house, apartment or relatives.

## CITY OF GRAND PRAIRIE RESOLUTION

## MEETING DATE:

PRESENTER:
TITLE:

04/16/2024

Thao Vo, Director of Management Services

Discussion and consideration of all matters related to the defeasance of $\$ 5.7 \mathrm{M}$ of the "City of Grand Prairie, Texas, Combination Tax and Revenue Notes, Series 2019", including the adoption of a resolution authorizing the execution of an escrow agreement, municipal advisor agreement, bidding agent agreement, and purchase of securities in the open market
(Reviewed by the Council Finance and Government Committee on 04/02/2024)

## PURPOSE OF REQUEST:

On July 19, 2019, the City Council approved ORD\#10680-2019, authorizing the issuance of \$62.5 million in tax notes (Combination Tax \& Revenue Bonds, Series 2019). The City issued the original debt to fund the hotel and facilities ancillary to the hotel, including the convention center and entertainment-related facilities.

Per the original amortization schedule, the City's debt service payments are \$5,705,000 (principal portion) plus $\$ 242,900$ (borrowing interest) for a total of $\$ 5,947,900$ (principal and interest). Per the original schedule, payments would be made via the amortization schedule with a maturity date of 02/15/2026.

If the Council approves the defeasance transaction, the City will provide a cash contribution of $\$ 5,521,685$. This amount includes both the estimated cash needed to purchase securities that will be placed in escrow $(\$ 5,493,435)$, effectively retiring a portion of the debt early, plus an additional estimated $(\$ 28,250)$ that will be used to cover associated defeasance costs.

The estimated gain from interest earnings from the escrowed securities is $\$ 183,315$, plus $\$ 242,900$ in interest savings earned due to the early defeasance. The total estimated savings by the City for completing this transaction is $\$ 426,215$.

Staff requests F\&G review and then City Council consideration on April 16 to defease \$5,705,000 in debt principal early.

This Resolution, if approved, will:

- Authorize the staff to perform administrative actions resulting in the defeasance and redemption of the debt.
- Provide flexibility by allowing staff to authorize the bidding agent to conduct a competitive sale of securities in the open market on April 23rd or at a later, more favorable date.
- Authorize the staff to enter into an escrow agreement, bidding agent agreement, and verification agreement, as well as to pay redemption fees and other associated fees related to the transaction that total approximately $\$ 28,250$.


## PROCUREMENT DETAILS:

Procurement Method: $\square$ Cooperative/Interlocal $\square$ RFB/RFP $\square$ Sole Source $\square$ Professional Services $\boxtimes$ ExemptLocal VendorHUB Vendor

Number of Responses: RFP/RFB \#:

Selection Details:Low BidBest Value

FINANCIAL CONSIDERATION:

| Budgeted? | $\boxtimes$ | Fund Name: | Debt Service Fund |
| :--- | :--- | :--- | :--- |

The council is committing to paying all related escrow fees, bidding agent fees, bond counsel fees, verification agent fees, and all other applicable fees related to the transaction, estimated to be less than $\$ 30,000$. The savings to the City are approximately $\$ 426,215$ net of the related transaction fees.

## ATTACHMENTS / SUPPORTING DOCUMENTS:

1- Defeasance Estimation
2- Resolution (will be provided by the Financial Advisor after approval by Bond Counsel)

## City of Grand Prairie, Texas

Preliminary; for discussion purposes only
Cash Defeasance of Combination Tax \& Revenue Tax Notes, Taxable Series 2019

| Indication Date ${ }^{(1)}$ | 3/18/2024 |
| :---: | :---: |
| Bid Date. | 4/23/2024 |
| Settlement Date. | 5/2/2024 |


| Escrow to the Call Date (2/15/2025) |  |
| :---: | :---: |
| Sources of Funds |  |
| City Cash Contribution | \$5,626,070 |
| Total Sources of Funds |  |
| Uses of Funds |  |
| Purchase Price of Escrow Securities | \$5,597,820 |
| Budgeted Defeasance Costs ${ }^{(2)}$ | \$28,250 |
| Total Uses of Funds | \$5,626,070 |
| Par Amount of Bonds Defeased. | \$5,705,000 |
| Projected Interest Savings on 2019 Tax Note. | \$321,830 |


| Escrow to Maturity (2/15/2026) |  |
| :---: | :---: |
| Sources of Funds |  |
| City Cash Contribution | \$5,521,685 |
| Total Sources of Funds |  |
| Uses of Funds |  |
| Purchase Price of Escrow Securities | \$5,493,435 |
| Budgeted Defeasance Costs ${ }^{(2)}$ | \$28,250 |
| Total Uses of Funds | \$5,521,685 |
| Par Amount of Bonds Defeased. | \$5,705,000 |
| Projected Interest Savings on 2019 Tax | \$426,215 |

## Notes:

(1) Cost of escrow based on indication only and subject to change. Based upon market data available as of Indication Date.
(2) Includes financial advisor, bidding agent, bond counsel, verification agent, redemption fees, CUSIP fees, escrow agent fees. Subject to change.

CITY OF GRAND PRAIRIE, TEXAS

Schedule of Events* as of 2/29/2024


## RESOLUTION NO.


#### Abstract

A RESOLUTION AUTHORIZING THE DEFEASANCE OF THE OUTSTANDING "CITY OF GRAND PRAIRIE, TEXAS, COMBINATION TAX AND REVENUE NOTES, TAXABLE SERIES 2019"; APPROVING AND AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT FOR THE DEPOSIT OF FUNDS IN AN AMOUNT SUFFICIENT TO DEFEASE SUCH NOTES; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE.


WHEREAS, pursuant to an ordinance passed and adopted by the City Council (the "City Council") of the City of Grand Prairie, Texas (the "City") on August 6, 2019 (the "Ordinance"), the City has heretofore issued and there is currently outstanding certain obligations more particularly described as follows: "City of Grand Prairie, Texas, Combination Tax and Revenue Notes, Taxable Series 2019," dated August 15, 2019 (the "Notes"); and

WHEREAS, the Notes are currently outstanding in the principal amount of \$5,705,000, are scheduled to mature on February 15 in each of the years 2025 and 2026, and the Notes maturing on February 15, 2026, are subject to redemption on February 15, 2025, or any date thereafter, at the option of the City; and

WHEREAS, in accordance with the provisions of Texas Government Code, Chapter 1207, as amended (""Chapter 1207"), the City is authorized and empowered to deposit funds and/or securities directly with the place of payment for the Notes, or other authorized depository, and enter into an escrow or similar agreement with such place of payment for the safekeeping, investment, reinvestment, administration, and disbursement of such deposit of funds, and such deposit, when made in accordance with Chapter 1207, shall constitute the making of firm banking and financial arrangements for the discharge and full payment of the Notes; and

WHEREAS, an Escrow Agreement (the "Agreement"), in substantially the form attached hereto as Exhibit A and incorporated herein by reference as a part of this Resolution for all purposes, has been prepared for the deposit of funds with The Bank of New York Mellon Trust Company, N.A., the current paying agent/registrar for the Notes (the "Paying Agent/Registrar"), to provide for the full payment and discharge of the Defeased Notes (as hereinafter defined); and

WHEREAS, the City Council of the City hereby finds and determines that the Agreement for the payment, defeasance, and, if applicable, redemption of the Defeased Notes should be approved and authorization for its execution provided; and

WHEREAS, the City Council of the City further finds and determines that it is in the best interest of the City and its residents to defease and/or redeem the Defeased Notes as herein provided in order to reduce the City's aggregate debt service requirements on such Defeased Notes; now therefore,

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

SECTION 1: All or a portion of the Notes stated to mature on February 15 in each of the years and in the principal amount(s) identified in the Escrow Agreement shall be defeased to their
maturity or prior redemption date, as set forth in this Section 1. The City Council hereby authorizes and directs the Mayor or Mayor Pro Tem, City Manager, any Deputy City Manager, or Chief Financial Officer (each, an "Authorized Official") to ultimately determine the exact principal amount of Notes to be defeased and/or redeemed (the "Defeased Notes") on the basis of the availability of funds for such purpose. As directed by an Authorized Official, the City shall transfer lawfully available funds of the City to The Bank of New York Mellon Trust Company, N.A., or such other entity as determined by such Authorized Official (the "Escrow Agent"), in an amount sufficient (when combined with investment earnings on such initial deposit) to pay (i) all interest due and owing on the Defeased Notes from the time of such deposit through the Defeased Notes' respective maturity or redemption date, as applicable, (ii) the principal amount of the Defeased Notes due and owing at maturity or redemption, as applicable, and (iii) the associated costs and expenses of such defeasance. Upon the making of such deposit, the Defeased Notes will be determined to have been defeased and, as a result, discharged and no longer considered outstanding as an obligation of the City in accordance with applicable Texas law.

SECTION 2: The Escrow Agreement, attached hereto as Exhibit A and incorporated herein by reference as part of this Resolution for all purposes, is hereby approved as to form and content, and the Agreement in substantially the form and substance attached hereto, is hereby authorized to be executed by an Authorized Official for and on behalf of the City and as the act and deed of the City Council; and the Agreement as executed by one of such officials shall be deemed the Agreement approved by the City Council.

Furthermore, each Authorized Official is hereby authorized and directed to finalize the terms of the Escrow Agreement and to make the necessary arrangements for the purchase of the escrowed securities to be acquired and deposited to the credit of the "SPECIAL CITY OF GRAND PRAIRIE, TEXAS, DEFEASANCE 2024 ESCROW FUND" (referred to herein as the "Escrow Fund"), or such other designation as provided for in the Escrow Agreement, and such other arrangements as may be necessary for the deposit of moneys in accordance with the terms of the Escrow Agreement for the final payment and discharge of the Defeased Notes on their maturity and/or redemption date. Each Authorized Official is hereby authorized and directed to transfer lawfully available funds to the Escrow Agent to accomplish the defeasance and/or redemption of the Defeased Notes in accordance with the terms of the Escrow Agreement.

SECTION 3: The City Council hereby authorizes each Authorized Official to select a firm of independent certified public accountants or other qualified professional services firm permitted by the terms of the Ordinance (the "Verification Agent") to verify the sufficiency of the deposit to the Escrow Fund to accomplish the defeasance of the Defeased Notes, to the extent such appointment is necessary or desired and in the event of the establishment of a net defeasance Escrow Fund; provided, however, that in the event of a gross defeasance of the Defeased Notes, the sufficiency of the deposit to the Escrow Fund to accomplish such defeasance shall be certified to the City by the City's financial advisor, the Paying Agent/Registrar, or another qualified financial institution.

SECTION 4: In the event an Authorized Official determines any of the Defeased Notes shall be defeased to their redemption date, as permitted by the terms of the Ordinance and in accordance with the Escrow Agreement, such Defeased Notes shall be called for redemption on February 15, 2025, at the price of par and accrued interest to the date of redemption. The City Secretary or any Authorized Official is hereby authorized and directed to file a copy of this Resolution, together with a suggested form of notice of redemption to be sent to Noteholders, with the Paying Agent/Registrar, in accordance with the redemption provisions applicable to such

Defeased Notes; such suggested form of notice of redemption being attached hereto as Exhibit B and incorporated herein by reference as a part of this Resolution for all purposes.

SECTION 5: Each Authorized Official is authorized to provide certifications or other evidence of adoption of this Resolution and to do any and all things necessary or convenient to effect the defeasance described herein and otherwise give effect to the intent and purpose hereof, including the selection of an escrow agent, any verification agent, and the execution of the Escrow Agreement.

SECTION 6: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 7: Though such parties may be identified, and the entry into a particular form of contract may be authorized herein, the City Council hereby delegates to the Mayor or Mayor Pro Tem, City Manager, any Deputy City Manager, and Chief Financial Officer the authority to independently select the counterparty to any agreement with the Escrow Agent, Verification Agent or any other contract that is determined by the Mayor or Mayor Pro Tem, City Manager, a Deputy City Manager, Chief Financial Officer, the City's Financial Advisor, or Bond Counsel to be necessary or incidental to carry out the provisions of this Resolution, as long as each of such contracts has a value of less than the amount referenced in Section 2252.908 of the Texas Government Code (collectively, the "Ancillary Contracts"); and, as necessary, to execute the Ancillary Contracts on behalf and as the act and deed of the City Council. The City Council has not participated in the selection of any of the business entities which are counterparties to the Ancillary Contracts.

SECTION 8: If any provision of this Resolution or the application thereof to any person or circumstance shall be held invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 9: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 10:This Resolution shall be in force and effect from and after its passage on the date shown below.
[Remainder of page intentionally left blank]

PASSED AND APPROVED, this the $16^{\text {th }}$ day of April, 2024. CITY OF GRAND PRAIRIE, TEXAS

Mayor

## ATTEST:

City Secretary

## APPROVED:

City Attorney
(City Seal)

## EXHIBIT A

## ESCROW AGREEMENT

## EXHIBIT B

NOTICE OF REDEMPTION<br>CITY OF GRAND PRAIRIE, TEXAS<br>COMBINATION TAX AND REVENUE NOTES, TAXABLE SERIES 2019<br>Dated August 15, 2019

NOTICE IS HEREBY GIVEN that [all][a portion] of the notes of the above series maturing on February 15, 2026, and aggregating in principal amount $\$$ $\qquad$ have been called for redemption on February 15, 2025 (the "Redemption Date"), at the redemption price of par and accrued interest to the date of redemption, such notes being identified as follows:

| Maturity Date | Outstanding <br> Principal Amount (\$) | Principal Amount to <br> be Redeemed (\$) | CUSIP <br> No. |
| :---: | :---: | :---: | :---: |
| February 15, 2026 | $5,220,000$ | - | 386138 ZR5 |

[A lot selection resulting in a pro rata selection among the outstanding maturity of the notes has been made and your note has been selected for redemption.] All of such notes shall become due and payable on the Redemption Date, and interest thereon shall cease to accrue from and after the Redemption Date, and payment of the redemption price of such notes shall be paid to the registered owners of the notes only upon presentation and surrender of such notes to The Bank of New York Mellon Trust Company, N.A. at its designated offices at the following address:

| First Class/Registered/Certified |  | Express Delivery/Courier |  |
| :--- | :--- | :--- | :--- |
| The Bank of New York Mellon Ond Only |  |  |  |
| Trust Company, N.A. |  | The Bank of New York Mellon | The Bank of New York Mellon Trust |
| Global Corporate Trust |  | Trust Company, N.A. | Company, N.A. |
| Global Corporate Trust | Global Corporate Trust |  |  |
| P.O. Box 396 |  | 111 Sanders Creek Pkwy. | Corporate Trust Window |
| East Syracuse, NY 13057 | East Syracuse, NY 13057 | 101 Barclay Street, 1st Floor East |  |
|  |  | New York, NY 10286 |  |

THIS NOTICE is issued and given pursuant to the terms and conditions prescribed for the redemption of such notes and pursuant to a resolution by the City Council of the City of Grand Prairie, Texas.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
2001 Bryan Street, $10{ }^{\text {th }}$ Floor
Dallas, Texas 75201

## SPECIAL ESCROW AGREEMENT

THIS SPECIAL ESCROW AGREEMENT (the "Agreement"), made and entered into as of [ $\qquad$ ], 2024, by and between the City of Grand Prairie, Texas (the "City"), and [The Bank of New York Mellon Trust Company, N.A.], a banking association organized and existing under the laws of the United States of America, or its successors or assigns hereunder, as escrow agent (the "Escrow Agent").

## WITNESSETH:

WHEREAS, the City has heretofore issued, sold, and delivered, and there is currently outstanding obligations of the following issue or series (hereinafter called the "Defeased Notes"), to wit: "City of Grand Prairie, Texas, Combination Tax and Revenue Notes, Taxable Series 2019," dated August 15, 2019, being such notes scheduled to mature on February 15 in each of the years 2025 and 2026, and aggregating in the principal amount of \$5,705,000; and

WHEREAS, in accordance with the provisions of Texas Government Code, Chapter 1207, as amended (the "Act"), the City is authorized to deposit funds with the place of payment for the Defeased Notes, or other authorized depository, and enter into an escrow or similar agreement with such place of payment for the safekeeping, investment, reinvestment, administration and disposition of such deposit, upon such terms and conditions as the parties may agree, provided such deposits may be invested only in (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent (hereinafter called "Governmental Securities") that mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment of the Defeased Notes; and

WHEREAS, the Defeased Notes are scheduled to mature and interest thereon is payable on the dates and in the manner set forth in Exhibit A attached hereto and incorporated herein by reference as a part of this Agreement for all purposes; and

WHEREAS, pursuant to a resolution adopted by the City Council of the City on April 16, 2024 (the "Resolution"), the City authorized the Mayor or Mayor Pro Tem, City Manager, any Deputy City Manager, or Chief Financial Officer to transfer and deposit at the time specified therein of certain lawfully available funds identified in such Resolution in an amount sufficient to pay, redeem, discharge, and make final payment of the principal of and premium, if any, on the Defeased Notes at their respective stated maturity and interest thereon to such dates; and

WHEREAS, the City will cause funds to be deposited to the credit of the Escrow Fund (as defined below) in an amount sufficient to purchase the Governmental Securities listed and identified in the verification report prepared by $\qquad$ ], attached hereto as Exhibit B (the "Verification Report") (together with substituted securities therefor in accordance with the provisions of Section 11 hereof hereinafter referred to as the "Escrowed Securities"); and

WHEREAS, the Escrowed Securities shall be held and deposited to the credit of the "Escrow Fund" to be established and maintained by the Escrow Agent in accordance with this Agreement; and

WHEREAS, the Escrowed Securities, together with the beginning cash balance in the Escrow Fund, shall mature and the interest thereon shall be payable at such times to insure the existence of monies sufficient to pay the principal amount of the Defeased Notes and the accrued interest thereon, as the same shall become due in accordance with the terms of the ordinance authorizing the issuance of the Defeased Notes and as set forth in Exhibit A attached hereto; and

WHEREAS, the City has completed all arrangements for the purchase of the Escrowed Securities listed in the Verification Report and the deposit and credit of the same to the Escrow Fund as provided herein; and

WHEREAS, the Escrow Agent is a banking association with trust powers duly organized and existing under the laws of the United States of America and authorized to do business in the State of Texas; and

WHEREAS, in Section 2 of the Resolution, the City Council duly approved and authorized the execution of this Agreement; and

WHEREAS, the City and the Escrow Agent, as the case may be, shall take all action necessary to pay and retire the Defeased Notes in accordance with the provisions thereof, including, without limitation, all actions required by the ordinance authorizing the Defeased Notes, the Act, the Resolution and this Agreement;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and to secure the payment of the principal of and the interest on the Defeased Notes as the same shall become due, the City and the Escrow Agent hereby mutually undertake, promise and agree as follows:

SECTION 1: Receipt of Defeased Notes Ordinance and Resolution. Receipt of true and correct copies of the ordinance authorizing the issuance of the Defeased Notes and the Resolution are hereby acknowledged by the Escrow Agent. Reference herein to or citation herein of any provision of such documents shall be deemed an incorporation of such provision as a part hereof in the same manner and with the same effect as if it were fully set forth herein.

SECTION 2: Escrow Fund Creation/Funding. There is hereby created by the City with the Escrow Agent a special segregated and irrevocable trust fund designated "SPECIAL CITY OF GRAND PRAIRIE, TEXAS, DEFEASANCE 2024 ESCROW FUND " (hereinafter called the "Escrow Fund") for the benefit of the holders of the Defeased Notes, and the City agrees and covenants to cause to be deposited with the Escrow Agent the following:
\$ $\qquad$
\$ $\qquad$ for deposit in the Escrow Fund as a beginning cash balance. Verification Report to be held for the account of the Escrow Fund; and
$\square$

The Escrow Agent hereby accepts the Escrow Fund and further agrees to receive such moneys, apply the same as set forth herein, and to hold the cash and Escrowed Securities deposited and credited to the Escrow Fund for application and disbursement for the purposes and in the manner provided in this Agreement.

SECTION 3: Escrow Fund Sufficiency/Warranty. The City hereby represents that the cash and Escrowed Securities, together with the interest to be earned thereon, deposited to the credit of the Escrow Fund will be sufficient to pay the principal of and premium and interest on the Defeased Notes as the same shall become due and payable, and such Defeased Notes, and the interest thereon, are to mature and shall be paid at the times and in the amounts set forth and identified in the Verification Report.

SECTION 4: Pledge of Escrow. The Escrow Agent agrees that all cash and Escrowed Securities, together with any income or interest earned thereon, held in the Escrow Fund shall be and is hereby irrevocably pledged to the payment of the principal of and interest on the Defeased Notes which will mature and become due on and after the date of this Agreement, and such funds initially deposited and to be received from maturing principal and interest on the Escrowed Securities in the Escrow Fund shall be applied solely in accordance with the provisions of this Agreement.

SECTION 5: Escrow Insufficiency. If, for any reason, at any time, the funds on hand in the Escrow Fund shall be insufficient to make the payments set forth in Exhibit A attached hereto, as the same becomes due and payable, notice of any such insufficiency shall be immediately given by the Escrow Agent to the City by the fastest means possible, but neither the Escrow Agent nor the City shall in no manner be responsible for any insufficiency of funds in the Escrow Fund.

SECTION 6: Escrow Fund Securities/Segregation. The Escrow Agent shall hold such Escrowed Securities and moneys in the Escrow Fund at all times as a special and separate trust fund for the benefit of the holders of the Defeased Notes, wholly segregated from other moneys and securities on deposit with the Escrow Agent; shall never commingle such Escrowed Securities and moneys with other moneys or securities of the Escrow Agent; and shall hold and dispose of the assets therein only as set forth herein. Nothing herein contained shall be construed as requiring the Escrow Agent to keep the identical moneys, or any part thereof, in such Escrow Fund, if it is impractical, but moneys of an equal amount, except to the extent such are represented by the Escrowed Securities, shall always be maintained on deposit in the Escrow Fund by the Escrow Agent and a special account evidencing such facts shall at all times be maintained on the books of the Escrow Agent.

SECTION 7: Escrow Fund Collections/Payments. The Escrow Agent shall from time to time collect and receive the principal of and interest on the Escrowed Securities as they respectively mature and become due and credit the same to the Escrow Fund. On or before each principal and/or interest payment date, as the case may be, for the Defeased Notes shown in Exhibit A attached hereto, the Escrow Agent, without further direction from anyone, including the City, shall cause to be withdrawn from the Escrow Fund the amount required to pay the accrued interest on the Defeased Notes due and payable on such payment date and the principal of the Defeased Notes due and payable on such payment date, and the amount withdrawn from the Escrow Fund shall be immediately transmitted and deposited with the paying agent for the Defeased Notes to be paid with such amount. [The paying agent for the Defeased Notes is the Escrow Agent.] The Escrow Agent does not act as a depository for the City.

If any Defeased Note or interest coupon thereon shall not be presented for payment when the principal thereof or interest thereon shall have become due, and if cash shall at such times be held by the Escrow Agent in trust for that purpose sufficient and available to pay the principal of such Defeased Note and interest thereon it shall be the duty of the Escrow Agent to hold such cash without liability to the holder of such Defeased Note for interest thereon after such maturity date, in trust for the benefit of the holder of such Defeased Note, who shall thereafter be restricted exclusively to such cash for any claim of whatever nature on his part on or with respect to such Defeased Note, including for any claim for the payment thereof and interest thereon. All cash required by the provisions hereof to be set aside or held in trust for the payment of the Defeased Notes, including interest thereon, shall be applied to and used solely for the payment of the Defeased Notes and interest thereon with respect to which such cash has been so set aside in trust.

Subject to the provisions of the last sentence of Section 25 hereof, cash held by the Escrow Agent in trust for the payment and discharge of any of the Defeased Notes and interest thereon which remains unclaimed for a period of three (3) years after the stated maturity date of such Defeased Notes shall be returned to the City. Notwithstanding the above and foregoing, any remittance of funds from the Escrow Agent to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 8: Disposal of Defeased Notes. All Defeased Notes cancelled on account of payment by the Escrow Agent shall be cremated or otherwise destroyed by the Escrow Agent, and an appropriate certificate of destruction furnished the City.

SECTION 9: Escrow Fund Encumbrance. The escrow created hereby shall be irrevocable and the holders of the Defeased Notes shall have an express lien on all moneys and Escrowed Securities in the Escrow Fund until paid out, used and applied in accordance with this Agreement.

Unless disbursed in payment of the Defeased Notes, all funds and the Escrowed Securities received by the Escrow Agent for the account of the City hereunder shall be and remain the property of the Escrow Fund and the City and the owners of the Defeased Notes shall be entitled to a preferred claim and shall have a first lien upon such funds and Escrowed Securities enjoyed by a trust beneficiary. The funds and Escrowed Securities received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City and the Escrow Agent and the City shall have no right or title with respect thereto, except as otherwise provided herein. Such funds and Escrowed Securities shall not be subject to checks or drafts drawn by the City.

SECTION 10: Absence of Claim/Lien on Escrow Fund. The Escrow Agent shall have no lien whatsoever upon any of the moneys or Escrowed Securities in the Escrow Fund for payment of services rendered hereunder, services rendered as paying agent/registrar for the Defeased Notes, or for any costs or expenses incurred hereunder and reimbursable from the City.

SECTION 11: Substitution/Reinvestments. The Escrow Agent shall be authorized to accept initially and temporarily cash and/or substituted Governmental Securities pending the delivery of the Escrowed Securities identified in the Verification Report, or shall be authorized to redeem the Escrowed Securities and reinvest the proceeds thereof, together with other moneys held in the Escrow Fund in Governmental Securities, provided such early redemption and
reinvestment of proceeds does not change the repayment schedule of the Defeased Notes appearing in Exhibit A and the Escrow Agent receives the following:
(1) an opinion by an independent certified public accountant to the effect that (i) the initial and/or temporary substitution of cash and/or securities for one or more of the Escrowed Securities identified in the Verification Report pending the receipt and delivery thereof to the Escrow Agent or (ii) the redemption of one or more of the Escrowed Securities and the reinvestment of such funds in one or more substituted Governmental Securities, together with the interest thereon and other available moneys then held in the Escrow Fund, will, in either case, be sufficient without reinvestment to pay, as the same become due in accordance with Exhibit A, the principal of, and interest on, the Defeased Notes which have not previously been paid, and
(2) with respect to an early redemption of Escrowed Securities and the reinvestment of the proceeds thereof, an unqualified opinion of nationally recognized municipal bond counsel to the effect that such reinvestment complies with the Constitution and laws of the State of Texas and with all relevant documents relating to the issuance of the Defeased Notes.
(b) If on the date and in the amount shown in Exhibit C attached hereto there exists cash in the Escrow Fund, the Escrow Agent and the City agree at least fifteen (15) days prior to such date, to subscribe for the purchase of United States Treasury Securities - State and Local Government Series (SLGS) bearing zero interest (0\%) and on such date, in the amount and scheduled to mature as provided in Exhibit C and subscription forms prepared therefor as may be then required by the United States Department of the Treasury; provided that the thenexisting rules and regulations and policy of United States Department of the Treasury permit and authorize such investments. Should the policy, rules and regulations of the United States Department of Treasury not permit or authorize the purchase of such SLGS at such time or times, such cash balance or balances shall remain uninvested and held in trust for the benefit of the holders of the Defeased Notes and used for the payment of the Defeased Notes on the dates and in the amount such moneys would have been expended had such SLGS been acquired and matured.

SECTION 12: Restriction Re: Escrow Fund Investments/Re-investment. Except as provided in Section 11 hereof, moneys in the Escrow Fund will be invested only in the Escrowed Securities listed in the Verification Report and neither the City nor the Escrow Agent shall reinvest any moneys deposited in the Escrow Fund except as specifically provided by this Agreement.

SECTION 13: Excess Funds. If at any time through cancellation of the Defeased Notes there exists or will exist excesses of interest on or maturing principal of the Escrowed Securities in excess of the amounts necessary hereunder for the Defeased Notes, the Escrow Agent may transfer such excess amounts to or on the order of the City, provided that the City delivers to the Escrow Agent the following:
(1) an opinion by an independent certified public accountant that after the transfer of such excess, the principal amount of securities in the Escrow Fund, together with the interest thereon and other available monies then held in the Escrow Fund, will be sufficient to pay, as the same become due, in
accordance with Exhibit A, the principal of, and interest on, the Defeased Notes which have not previously been paid, and
(2) an unqualified opinion of nationally recognized municipal bond counsel to the effect that such transfer complies with the Constitution and laws of the State of Texas and with all relevant documents relating to the issuance of the Defeased Notes.

SECTION 14: Collateralization. The Escrow Agent represents that the deposit covered by this Agreement shall constitute firm banking arrangements to insure payment of the Defeased Notes and, to the extent not invested in Escrowed Securities, such deposit is collateralized to insure against any loss or diminution by virtue of any action of the Escrow Agent or as a result of its lack of financial integrity and such deposit, if not invested in the Escrowed Securities, will be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation.

SECTION 15: Absence of Escrow Agent's Liability Re: Investments. The Escrow Agent shall not be liable or responsible for any loss resulting from any investment made in the Escrowed Securities or substitute securities as provided in Section 11 hereof.

SECTION 16: Escrow Agent's Compensation - Escrow Administration - Settlement of Paying Agents' Charges. The City agrees to pay the Escrow Agent for the performance of services hereunder and as reimbursement for anticipated expenses to be incurred hereunder the amount of \$[ ] and, except for reimbursement of costs and expenses incurred by the Escrow Agent pursuant to Sections 3, 11, and 19 hereof, the Escrow Agent hereby agrees such amount is full and complete payment for the administration of this Agreement.

In the event that the Escrow Agent is requested by the City to perform any extraordinary services beyond those required by this Agreement, the City hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all reasonable expenses incurred by the Escrow Agent in performing such extraordinary services. The Escrow Agent shall not be required to risk or expend its own funds before taking any action under this Agreement.

SECTION 17: Escrow Agent's Duties/Responsibilities/Liability. The Escrow Agent shall not be responsible for any recital herein, except with respect to its organization and its powers and authority. As to the existence or nonexistence of any fact relating to the City or as to the sufficiency or validity of any instrument, paper or proceedings relating to the City, the Escrow Agent shall be entitled to rely upon a certificate signed on behalf of the City by the City Secretary as sufficient evidence of the facts therein contained. The Escrow Agent may accept a certificate of the City Secretary under the City's seal, to the effect that a resolution or other instrument in the form therein set forth has been adopted by the City Council of the City, as conclusive evidence that such resolution or other instrument has been duly adopted and is in full force and effect.

The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Agreement and the Escrow Agent shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Escrow Agent.

In the absence of bad faith on the part of the Escrow Agent, the Escrow Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificate or opinion furnished to the Escrow Agent, conforming to the requirements of this Agreement; but notwithstanding any provision of this Agreement to the contrary, in the case of any such certificate or opinion or any evidence which by any provision hereof is specifically required to be furnished to the Escrow Agent, the Escrow Agent shall be under a duty to examine the same to determine whether it conforms to the requirements of this Agreement.

The Escrow Agent shall not be liable for any error of judgment made in good faith by a Responsible Officer or Officers of the Escrow Agent unless it shall be proven that the Escrow Agent was negligent in ascertaining or acting upon the pertinent facts.

The Escrow Agent shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the holders of not less than a majority in aggregate principal amount of all such Defeased Notes at the time outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Escrow Agent not in conflict with the intent and purpose of this Agreement. For the purposes of determining whether the holders of the required principal amount of such Defeased Notes have concurred in any such direction, Defeased Notes owned by any obligor upon the Defeased Notes, or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with such obligor, shall be disregarded, except that for the purposes of determining whether the Escrow Agent shall be protected in relying on any such direction only Defeased Notes which the Escrow Agent knows are so owned shall be so disregarded.

The term "Responsible Officers" of the Escrow Agent, as used in this Agreement, shall mean and include the Chairman of the Board of Directors, the President, any Vice President and any Second Vice President, the Secretary and any Assistant Secretary, the Treasurer and any Assistant Treasurer, and every other officer and assistant officer of the Escrow Agent customarily performing functions similar to those performed by the persons who at the time shall be officers, respectively, or to whom any corporate trust matter is referred, because of his or her knowledge of and familiarity with a particular subject; and the term "Responsible Officer" of the Escrow Agent, as used in this Agreement, shall mean and include any of such officers or persons.

SECTION 18: Limitation Re: Escrow Agent's Duties/Responsibilities/Liabilities to Third Parties. The Escrow Agent shall not be responsible or liable to any person in any manner whatever for the sufficiency, correctness, genuineness, effectiveness, or validity of this Agreement with respect to the City, or for the identity or authority of any person making or executing this Agreement for and on behalf of the City. The Escrow Agent is authorized by the City to rely upon the representations of the City with respect to this Agreement and the deposits made pursuant hereto and as to the City's right and power to execute and deliver this Agreement, and the Escrow Agent shall not be liable in any manner as a result of such reliance. The duty of the Escrow Agent hereunder shall only be to the City and the holders of the Defeased Notes. Neither the City nor the Escrow Agent shall assign or attempt to assign or transfer any interest hereunder or any portion of any such interest. Any such assignment or attempted assignment shall be in direct conflict with this Agreement and be without effect.

SECTION 19: Interpleader. In the event conflicting demands or notices are made upon the Escrow Agent growing out of or relating to this Agreement or the Escrow Agent in good faith
is in doubt as to what action should be taken hereunder, the Escrow Agent shall have the right at its election to:
(a) Withhold and stop all further proceedings in, and performance of, this Agreement with respect to the issue in question and of all instructions received hereunder in regard to such issue; and
(b) File a suit in interpleader and obtain an order from a court of appropriate jurisdiction in the State of Texas requiring all persons involved to interplead and litigate in such court their several claims and rights among themselves.

In the event the Escrow Agent becomes involved in litigation in connection with this Section, the City, to the extent permitted by law, agrees to indemnify and save the Escrow Agent harmless from all loss, cost, damages, expenses and attorney fees suffered or incurred by the Escrow Agent as a result thereof. The obligations of the Escrow Agent under this Agreement shall be performable at the principal corporate office of the Escrow Agent in the City of Dallas, Texas. To the extent permitted by law, and subject to any applicable statutes of limitation, the foregoing indemnification shall survive the resignation or removal of the Escrow Agent or the termination of this Agreement.

The Escrow Agent may advise with legal counsel in the event of any dispute or question regarding the construction of any of the provisions hereof or its duties hereunder, and in the absence of negligence or bad faith on the part of the Escrow Agent, no liability shall be incurred by the Escrow Agent for any action taken pursuant to this Section and the Escrow Agent shall be fully protected in acting in accordance with the opinion and instructions of legal counsel that is knowledgeable and has expertise in the field of law addressed in any such legal opinion or with respect to the instructions given.

SECTION 20: Accounting - Annual Report. Promptly after September 30 of each year, commencing with the year 2024, so long as the Escrow Fund is maintained under this Agreement, the Escrow Agent shall forward by letter to the City, to the attention of the Chief Financial Officer, or other designated official of the City, a statement in detail of the Governmental Securities, if any, and monies held, and the current income and maturities thereof, and the withdrawals of money from the Escrow Fund for the preceding 12 month period ending June $30^{\text {th }}$ of each year.

SECTION 21: Notices. Any notice, authorization, request or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid addressed as follows:

CITY OF GRAND PRAIRIE, TEXAS<br>300 W. Main Street<br>Grand Prairie, Texas 75050<br>Attention: Chief Financial Officer<br>THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.<br>2001 Bryan Street, 10 ${ }^{\text {th }}$ Floor<br>Dallas, Texas 75201<br>Attention: Corporate Trust

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery.

Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) days prior notice thereof.

SECTION 22: Performance Date. Whenever under the terms of this Agreement the performance date of any provision hereof, including the date of maturity of interest on or principal of the Defeased Notes, shall be a Sunday or a legal holiday or a day on which the Escrow Agent is authorized by law to close, then the performance thereof, including the payment of the principal of and interest on the Defeased Notes, need not be made on such date but may be performed or paid, as the case may be, on the next succeeding business day of the Escrow Agent with the same force and effect as if made on the date of performance or payment and with respect to a payment, no interest shall accrue for the period after such date.

SECTION 23: Warranty of Parties Re: Power to Execute and Deliver Escrow Agreement. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Agreement, in any and every such Defeased Note as executed, authenticated and delivered and in all proceedings pertaining thereto as such Defeased Notes shall have been modified as provided in this Agreement. The City covenants that it is duly authorized under the Constitution and laws of the State of Texas to execute and deliver this Agreement, that all actions on its part for the payment of such Defeased Notes as provided herein and the execution and delivery of this Agreement have been duly and effectively taken and that such Defeased Notes and coupons in the hands of the holders and owners thereof are and will be valid and enforceable obligations of the City according to the import thereof as provided in this Agreement.

SECTION 24: Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the parties to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement. In the event any covenant or agreement contained in this Agreement is declared to be severable from the other provisions of this Agreement, written notice of such event shall immediately be given to each national rating service (Moody's Investors Service, Standard \& Poor's Corporation or Fitch Investors Service) which has rated the Defeased Notes on the basis of this Agreement.

SECTION 25: Termination. This Agreement shall terminate when the Defeased Notes, including interest due thereon, have been paid and discharged in accordance with the provisions of this Agreement. If any Defeased Notes are not presented for payment when due and payable, the nonpayment thereof shall not prevent the termination of this Agreement. Funds for the payment of any nonpresented Defeased Notes and accrued interest thereon shall upon termination of this Agreement be held by the Escrow Agent for such purpose in accordance with Section 7 hereof. Any moneys or Escrowed Securities held in the Escrow Fund at termination and not needed for the payment of the principal of or interest on any of the Defeased Notes shall be paid or transferred to the City.

SECTION 26: Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Agreement.

SECTION 27: Successors/Assigns. (a) Should the Escrow Agent not be able to legally serve or perform the duties and obligations under this Agreement, or should the Escrow Agent be declared to be insolvent or closed for any reason by federal or state regulatory authorities or a court of competent jurisdiction, the City, upon being notified or discovering the Escrow Agent's inability or disqualification to serve hereunder, shall forthwith appoint a successor to replace the Escrow Agent, and upon being notified of such appointment, the Escrow Agent shall (i) transfer all funds and securities held hereunder, together with all books, records and accounts relating to the Escrow Fund and the Defeased Notes, to such successor and (ii) assign all rights, duties and obligations under this Agreement to such successor. If the City should fail to appoint such a successor within ninety (90) days from the date the City discovers, or is notified of, the event or circumstance causing the Escrow Agent's inability or disqualification to serve hereunder, the Escrow Agent, or a noteholder of the Defeased Notes, may apply, at the expense of the City, to a court of competent jurisdiction to appoint a successor or assigns of the Escrow Agent and such court, upon determining the Escrow Agent is unable to continue to serve, shall appoint a successor to serve under this Agreement and the amount of compensation, if any, to be paid to such successor for the remainder of the term of this Agreement for services to be rendered for administering the Escrow Fund.
(b) Furthermore, the Escrow Agent may resign and be discharged from performing its duties and responsibilities under this Agreement upon notifying the City in writing of its intention to resign and requesting the City to appoint a successor. No such resignation shall take effect until a successor has been appointed by the City and such successor has accepted such appointment and agreed to perform all duties and obligations hereunder for a total compensation equal to the unearned proportional amount paid the Escrow Agent under Section 16 hereof for the administration of this Agreement.

Any successor to the Escrow Agent shall be a bank, trust company or other financial institution that is duly qualified under applicable law (the Act, or other appropriate statute) to serve as escrow agent hereunder and authorized and empowered to perform the duties and obligations contemplated by this Agreement and organized and doing business under the laws of the United States or the State of Texas, having its principal office and place of business in the State of Texas, having a combined capital and surplus of at least $\$ 50,000,000$ and be subject to the supervision or examination by Federal or State authority.

Any successor or assigns to the Escrow Agent shall execute, acknowledge and deliver to the City and the Escrow Agent, or its successor or assigns, an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor, subject to the terms of this Agreement, all the rights, powers and trusts created and established and to be performed under this Agreement. Upon the request of any such successor Escrow Agent, the City shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties. The term "Escrow Agent" as used herein shall be the Escrow Agent and its legal assigns and successor hereunder.

SECTION 28: Escrow Agreement - Amendment/Modification. This Agreement shall be binding upon the City and the Escrow Agent and their respective successors and legal representatives and shall inure solely to the benefit of the holders of the Defeased Notes, the City, the Escrow Agent and their respective successors and legal representatives. Furthermore, no alteration, amendment or modification of any provision of this Agreement (1) shall alter the firm financial arrangements made for the payment of the Defeased Notes or (2) shall be effective unless (i) prior written consent of such alteration, amendment or modification shall
have been obtained from the holders of all Defeased Notes outstanding at the time of such alteration, amendment or modification and (ii) such alteration, amendment or modification is in writing and signed by the parties hereto; provided, however, the City and the Escrow Agent may, without the consent of the holders of the Defeased Notes, amend or modify the terms and provisions of this Agreement to cure in a manner not adverse to the holders of the Defeased Notes any ambiguity, formal defect or omission in this Agreement. If the parties hereto agree to any amendment or modification to this Agreement, prior written notice of such amendment or proposed modification, together with the legal documents amending or modifying this Agreement, shall be furnished to each national rating service (Standard \& Poor's Corporation, Moody's Investors Service or Fitch Investors Service) which has rated the Defeased Notes on the basis of this Agreement, prior to such amendment or modification being executed.

SECTION 29: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 30: Executed Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

SECTION 31: Verifications of Statutory Representations and Covenants. The Escrow Agent makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Escrow Agent within the meaning of SEC Rule 405, 17 C.F.R. § 230.405 , and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.
(a) Not a Sanctioned Company. The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Escrow Agent and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.
(b) No Boycott of Israel. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and shall not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.
(c) No Discrimination Against Firearm Entities. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and shall not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.
(d) No Boycott of Energy Companies. The Escrow Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and shall not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

SECTION 32: Power to Transfer Funds at Closing. The Escrow Agent is authorized to transfer funds relating to the closing in the manner disclosed in the closing memorandum as prepared by the City's financial advisor, bond counsel, or other agent. The Escrow Agent may act on a facsimile or email transmission of the closing memorandum acknowledged by the financial advisor, bond counsel, or the City as the final closing memorandum. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions.

SECTION 33: Governing Law. This Agreement shall be governed by the laws of the State of Texas and shall be effective as of the date first above written.
[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF GRAND PRAIRIE, TEXAS

Authorized Official

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., Dallas, Texas, as Escrow Agent
$B y$ : $\qquad$

Title: $\qquad$

## EXHIBIT A

DEBT SERVICE REQUIREMENTS FOR DEFEASED NOTES

## EXHIBIT B

## VERIFICATION REPORT

## EXHIBIT C

## ZERO REINVESTMENTS

04/16/2024

## CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE:

PRESENTER:
TITLE:

REVIEWING
COMMITTEE:

Thao Vo, Director of Management Services

Discussion and consideration of all matters related to the substitution of investments within the Escrow account for "City of Grand Prairie, Texas, Sales Tax Refunding Bonds, Series 2022", including the adoption of a resolution authorizing the execution of an escrow agreement, municipal advisor agreement, bidding agent agreement, and purchase of securities in the open market
(Reviewed by the Council Finance and Government Committee on 04/02/2024

## PURPOSE OF REQUEST:

On December 14, 2021, the City Council approved ORD\#11137-2021, authorizing refunding $\$ 62.5$ million in sales tax revenue bonds (Sales Tax Revenue Bonds, Series 2015). The debt was issued to improve the City's parks and recreation systems. Hilltop Securities acted as the Municipal Advisor and Bidding Agent, which resulted in an escrow account with securities that will mature on 12/13/2024. The original escrow requirement date was $01 / 01 / 2025$. Staff requests F\&G review and Council consideration on April $16^{\text {th }}$ to authorize the substitution of current investments with new securities that will earn interest from $12 / 13 / 2024$ to $01 / 01 / 2025$. The purchase would only be executed after a pricing analysis if the new investments can be purchased for less than the proceeds of the current investments when sold.

If action is not taken, the funds will be uninvested for 19 days between $12 / 13 / 2024$ and $01 / 01 / 2025$, resulting in a lost opportunity for earnings. The resulting action would yield approximately $\$ 100 \mathrm{~K}$ after all related sale/repurchase fees.

This Resolution, if approved, will:

- Provide flexibility by allowing staff to authorize the bidding agent to conduct a competitive sale of securities in the open market on April 23rd or at a later, more favorable date. If results are unfavorable on a particular date, staff can disengage and withdraw from the sale entirely with no fees charged.

FINANCIAL CONSIDERATION:

| Budgeted? | $\boxtimes$ | Fund Name: | Debt Service Fund |
| :--- | :--- | :--- | :--- |

The Council is committing to paying all related escrow fees, bidding agent fees, bond counsel fees, and verification agent fees, if applicable, which are estimated to be less than $\$ 31,000$. The benefit to the City is approximately $\$ 100,000$ net of the related transaction fees.

## ATTACHMENTS / SUPPORTING DOCUMENTS:

1- Escrow Substitution Overview
2- Resolution (will be provided by the Financial Advisor after approval by Bond Counsel)

# Escrow Substitution 

Grand Prairie - Taxable Series 2022 Escrow

March 2024

## What is an Escrow Substitution?

## Opportunities to modify and optimize existing escrow

- An escrow is created for the legal defeasance of an issuers outstanding bonds.
- A defeasance escrow must contain cash or eligible securities that sufficiently pay future debt service, either to a specific date or to the maturity date of the bonds.
- Eligible securities to fund the escrow are often acquired via a competitive bid process.
- Typical eligible securities include US Treasury obligations and Agency obligations.
- The bid process determines the cheapest portfolio that will provide the most efficient escrow at the time of the bid.
- If the bid does not result in the savings desired, there is no obligation to execute.
- An escrow substitution or escrow restructuring optimizes inefficiencies in the original escrow that are now eliminated due to the universe of current available eligible securities.
- Securities mature prior to the date that funds are needed, creates periods of idle cash
- Eligible securities can be purchased at a cheaper price
- Most escrow agreements include language that permits the substitution of securities.
- Discuss eligibility with bond counsel and/or tax counsel.


## Steps to Determine Restructuring Candidates

## Review through settlement process can be completed within one week

## Step 1: Review Escrow Agreement

- Most escrow agreements are publicly available.
- Determine if open market securities were purchased.
- If SLGS were used, most likely not a candidate.
- Look for periods of time in which funds are available prior to a debt service payment date.
- i.e., security matures days or months prior to the principal or interest requirement date


## Step 3: Conduct Bid

- Create bid specifications that detail the securities to be sold and the escrow requirements that must be met on the new portfolio.
- Bid specifications will be reviewed by counsel.
- Set bid date and time, solicit providers.
- Exact same process as other escrow bids.
- Providers bid will be the total savings
- Review offers with issuer and award if desired.
- Send the portfolios to the verification to ensure the new escrow will meet the sufficiency test.
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## Step 2: Perform Analysis of Potential Benefit

- The benefit arises when an issuer can sell the current portfolio or specific securities and use those proceeds to purchase a new portfolio or securities at a cheaper cost.
- Using our security pricing tools, we can determine the potential savings.
- If the indicative savings is great enough to move forward, our group can help coordinate with trustee, bond counsel and verification agent.


## Step 4: Settlement and Transcript

- Since the award will be with one provider, the settlement process will be the with a single dealer.
- Coordinate settlement with escrow agent who will deliver securities to be sold and receive the new securities.
- With a legal opinion and verification report, the escrow agent can release funds to the issuer.
- The funds released will equal the provider's quote minus other associated fees.
- Create a transcript that contains all the relevant documents.


## Escrow Substitution Opportunity for Grand Prairie

## Sales Tax Revenue Refunding Bonds, Taxable Series 2022

## Current Escrow Inefficiency

- In 2022, Grand Prairie issued the aforementioned bonds to provide for the refunding of the Sales Tax Revenue Bonds, Taxable Series 2015.
- Hilltop Securities acted as the Municipal Advisor and Bidding Agent to Grand Prairie on this transaction.
- Grand Prairie purchased a portfolio consisting of United States Treasury and Agency obligations.
- Our analysis resulted in the potential for Grand Prairie to release approximately \$100,000 from the escrow.


## Series 2022 Analysis

- The current escrow contains two securities, one US Treasury obligation that matures on 6/30/2024 and a Federal Home Loan Bank obligation that matures on 12/13/2024.
- The final escrow requirement date is $1 / 1 / 2025$.
- When the FHLB obligation matures, $\$ 56,656,915.85$ will be remaining in escrow for 19 days.
- If no action is taken, these funds will remain uninvested, resulting in a lost opportunity.

Full details of the analysis available on the following page.

## Escrow Substitution Indication

## Potential Cash Release $=\$ 131,044$ (not inclusive of transactional fees)



Source: Bloomberg. Indication based upon market date as of February 27, 2024.

## RESOLUTION NO.


#### Abstract

A RESOLUTION AUTHORIZING THE SUBSTITUTION OF SECURITIES HELD IN THE ESCROW FUND SECURING THE PAYMENT OF THE DEBT SERVICE REQUIREMENTS ON CERTAIN "CITY OF GRAND PRAIRIE, TEXAS, SALES TAX REVENUE BONDS, TAXABLE SERIES 2015"; DELEGATING MATTERS RELATING TO THE SUBSTITUTION OF SUCH ESCROWED SECURITIES; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.


WHEREAS, pursuant to an ordinance passed and adopted by the City Council (the "City Council") of the City of Grand Prairie, Texas (the "City") on December 14, 2021, the City issued its "City of Grand Prairie, Texas, Sales Tax Revenue Refunding Bonds, Taxable Series 2021," dated February 15, 2022 (the "Refunding Bonds"), to defease, refund, and make final payment of the principal of and interest on the "City of Grand Prairie, Texas, Sales Tax Revenue Bonds, Taxable Series 2015," dated November 1, 2015, maturing on January 1 in each of the years 2027 through 2030, 2035, and 2040, and aggregating in the principal amount of $\$ 55,345,000$ (the "Refunded Bonds"); and

WHEREAS, in connection with the defeasance of the Refunded Bonds, the City entered into an escrow agreement (the "Escrow Agreement"), dated February 1, 2022, with The Bank of New York Mellon Trust Company, N.A., as escrow agent (the "Escrow Agent"); and

WHEREAS, pursuant to the Escrow Agreement, the City created a special segregated and irrevocable trust fund designated "CITY OF GRAND PRAIRIE, TEXAS, SALES TAX REVENUE REFUNDING BONDS TAXABLE SERIES 2022 ESCROW FUND" (the "Escrow Fund") and caused to be deposited to the credit of such Escrow Fund cash and certain open market securities identified in Exhibit A hereto (the "Escrowed Securities") which, together with the interest to be earned on such Escrowed Securities, was sufficient to pay the principal of, premium, if any, and interest on the Refunded Bonds as the same becomes due and payable on their maturity or prior redemption date; and

WHEREAS, the Escrow Agreement provides that the Escrow Agent is authorized to redeem the Escrowed Securities and reinvest the proceeds thereof, together with other moneys held in the Escrow Fund, in Governmental Securities (as hereinafter defined) provided (i) such sale, early redemption and reinvestment of proceeds does not change the repayment schedule of the Refunded Bonds, (ii) the Escrow Agent receives an opinion (the "Verification Report") from an independent certified public accounting firm to the effect that the sale or redemption of the Escrowed Securities and the reinvestment of such funds in one or more substituted Governmental Securities, together with the interest thereon and other available moneys then held in the Escrow Fund, will, in either case, be sufficient without reinvestment to pay, as the same become due and payable on their maturity or prior redemption date, the principal of and interest on the Refunded Bonds which have not previously been paid, and (iii) the Escrow Agent receives an unqualified opinion of nationally recognized municipal bond counsel (the "Bond Counsel Opinion") to the effect that such sale or redemption and reinvestment complies with the Constitution and laws of the State of Texas and with all relevant documents relating to the issuance of the Refunded Bonds and the Refunding Bonds; and

WHEREAS, the City Council of the City hereby finds and determines that, provided certain conditions set forth herein are satisfied, it is in the best interest of the City and its residents to redeem or sell the Escrowed Securities identified in Exhibit A hereto (the "Substituted Securities") and use the proceeds of such sale to purchase, for the credit of the Escrow Fund, the substitute securities (the "Replacement Securities"), to be identified in a letter of direction from an Authorized Official (as hereinafter defined) of the City to the Escrow Agent, in order to provide the City with savings from the reinvestment of funds in the Replacement Securities; now therefore,

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

SECTION 1: The Mayor or Mayor Pro Tem, City Manager, any Deputy City Manager, or Chief Financial Officer (each, an "Authorized Official"), in consultation with the City's financial advisor, Hilltop Securities Inc. (the "Financial Advisor"), shall determine the sales price of the Substituted Securities identified in Exhibit A and the purchase price of the Replacement Securities, which Replacement Securities may consist of (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, or (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent (the "Governmental Securities"). Each Authorized Official is hereby authorized to direct the Escrow Agent to redeem or sell the Substituted Securities identified in Exhibit A hereto and use the proceeds thereof to purchase, for the credit of the Escrow Fund, the Replacement Securities, provided that:
(a) the early redemption or sale of the Substituted Securities and reinvestment of proceeds in the Replacement Securities shall not change the repayment schedule of the Refunded Bonds;
(b) a Verification Report shall be provided to the Escrow Agent;
(c) an Opinion of Bond Counsel shall be provided to the Escrow Agent; and
(d) the sale of the Substituted Securities and purchase of the Replacement Securities shall result in the City receiving an amount equal to at least $\$ 75,000$ in excess of the amounts necessary to pay the remaining debt service on the Refunded Bonds.

If the foregoing conditions are satisfied, an Authorized Official shall direct the Escrow Agent, in writing (the "Letter of Directions"), to simultaneously redeem or sell the Substituted Securities and use the proceeds thereof to purchase, for the credit of the Escrow Fund, the Replacement Securities identified in such Letter of Directions. Upon receipt, the Escrow Agent shall promptly deposit the Replacement Securities to the credit of the Escrow Fund for the benefit of the holders of the Refunded Bonds.

SECTION 2: The City Council hereby authorizes each Authorized Official to select the independent certified public accounting firm (the "Verification Agent") to provide the Verification Report. Norton Rose Fulbright US LLP, Dallas, Texas, the City's bond counsel ("Bond Counsel"),
is authorized to provide the Bond Counsel Opinion. The fees of the Verification Agent and Bond Counsel shall be paid from any lawfully available funds of the City, including moneys released from the Escrow Fund as a result of the savings realized from the substitution of the Substituted Securities.

SECTION 3: The City Secretary or any Authorized Official is hereby authorized and directed to provide notice of the substitution of the Substituted Securities in accordance with the ordinance authorizing the Refunded Bonds no later than ten (10) business days after the occurrence of such substitution.

SECTION 4: Each Authorized Official is authorized to provide certifications or other evidence of adoption of this Resolution and to do any and all things necessary or convenient to effect the substitution described herein and otherwise give effect to the intent and purpose hereof, including the selection of the Verification Agent and a bidding agent. The Financial Advisor is authorized to serve as bidding agent.

SECTION 5: The City Council hereby delegates to each Authorized Official the authority to independently select the counterparty to any agreement with the Verification Agent or any other contract that is determined by the Authorized Official, the Financial Advisor, or Bond Counsel to be necessary or incidental to carry out the provisions of this Resolution, as long as each of such contracts has a value of less than the amount referenced in Section 2252.908 of the Texas Government Code (collectively, the "Ancillary Contracts"); and, as necessary, to execute the Ancillary Contracts on behalf and as the act and deed of the City Council. The City Council has not participated in the selection of any of the business entities which are counterparties to the Ancillary Contracts.

SECTION 6: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 7: If any provision of this Resolution or the application thereof to any person or circumstance shall be held invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 8: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 9: This Resolution shall be in force and effect from and after its passage on the date shown below.
[Remainder of page intentionally left blank]

PASSED AND APPROVED, this the $16^{\text {th }}$ day of April, 2024. CITY OF GRAND PRAIRIE, TEXAS

Mayor

## ATTEST:

City Secretary

## APPROVED:

City Attorney
(City Seal)

## EXHIBIT A

## ESCROWED SECURITIES

| Type | $\begin{gathered} \text { Maturity } \\ \text { date } \\ \hline \end{gathered}$ | Principal amount | Interest rate |
| :---: | :---: | :---: | :---: |
| T-Notes | 06-30-22 | \$518,000 | 2.125\% |
| T-Notes | 12-31-22 | 523,000 | 2.125\% |
| T-Notes | 06-30-23 | 529,000 | 1.375\% |
| T-Notes | 12-31-23 | 532,000 | 2.625\% |
| T-Notes | 06-30-24 | 539,000 | 1.750\% |
| FHLB | 12-13-24 | 55,885,000 | 2.750\% |

## SUBSTITUTED SECURITIES

| TYPE | RATE |  | PRINCIPAL AMOUNT |
| :--- | :---: | :---: | :---: |$\quad$| MATURITY |
| :---: |
| FHLB |

CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE:
PRESENTER:
TITLE:

04/16/2024
Andy Henning, Director of Design + Construction
Contract for the purchase of furniture, fixtures and equipment (FF\&E) for City Hall East Level 2 Public Health \& Environmental Quality Office Renovations in the total amount of $\$ 344,171.82$ which will be divided into two contracts. The first contract in the amount of $\$ 99,982.06$ will be with Interior Resources Group through a national interlocal agreement with OMNIA Partners Cooperative. The second contract in the amount of $\$ 244,189.76$ will be with Wilson Bauhaus Interiors through national interlocal agreements with both NCPA and OMNIA Partners Cooperative
(Reviewed by Finance and Government Committee on 04/02/2024)

## REVIEWING COMMITTEE:

## SUMMARY:

| Vendor Name | $\underline{\text { FF\&E Contract Cost }}$ |
| :--- | :--- |
| Interior Resources Group | $\$ 99,982.06$ |
| Wilson Bauhaus Interiors | $\$ 244,189.76$ |

## PURPOSE OF REQUEST:

Approval of two contracts for the purchase of furniture, fixtures and equipment (FF\&E) for City Hall East Level 2 Public Health \& Environmental Quality Office Renovations in the total amount of \$344,171.82.

On December 12, 2023, the City Council awarded the Construction Manager at Risk (CMAR) Contract to Hill \& Wilkinson General Contractors for pre-construction services in the amount of $\$ 3,000.00$. This award provided for CMAR services including development of project construction cost estimates, preliminary construction schedules, value engineering proposals and constructability review during the design phase.

On March 19, 2024, the City Council approved Contract Amendment 1 in the amount of $\$ 1,650,508$ for the scope of work defined in the Rouch Architects Construction Documents package as competitively bid by subcontractors to Hill \& Wilkinson General Contractors per City and State procurement regulations. The $\$ 1,650,508$ Guaranteed Maximum Price (GMP) was achieved through a collaborative effort between Hill \& Wilkinson General Contractors, Rouch Architects, City staff and City construction
personnel to reduce project cost by over $\$ 175,000$ while maintaining the required overall quality level of the project. In addition, on March 19, 2024, the City Council also approved a city-controlled construction contingency in the amount of $\$ 108,775$.

## FUNDING HISTORY:

|  | $\underline{\text { Amount }}$ | $\underline{\text { Approval Date }}$ | Reason |
| :--- | :--- | :--- | :--- |
| Original Hill \& Wilkinson <br> General Contractors <br> Pre-Construction Contract Value: | $3,000.00$ | $12 / 12 / 2023$ | Pre-construction services |
| Amended Additional <br> Hill \& Wilkinson General <br> Contractors Construction <br> Contract Value: | $\$ 1,650,508.00$ | $03 / 19 / 2024$ | Overall construction scope of <br> work associated with City Hall <br> East Level 2 Office <br> Renovations |
| Siemens Industry <br> Contract Value: | $\$ 38,200.00$ | $03 / 15 / 2024$ | Security and door access <br> control scope of work |
| Cyson Contract Value: | $\$ 39,700.19$ | $03 / 15 / 2024$ | Network structured cabling <br> and internet technology <br> equipment scope of work |
| CMJ Engineering Allowance <br> Value: | $\$ 10,000.00$ | TBD | Independent third-party owner <br> construction testing services |
| Infinity Sound Contract Value: | $\$ 25,324.00$ | $03 / 15 / 2024$ | Audio/video cabling and <br> equipment scope of work |
| Wilson Bauhaus Interiors <br> FF\&E Contract Value: | $\$ 244,189.76$ | $04 / 16 / 2024$ | Office furniture, fixtures and <br> equipment provisions |
| Interior Resources Group <br> FF\&E Contract Value: | $\$ 99,982.06$ | $04 / 16 / 2024$ | Workstation furniture, fixtures <br> and equipment provisions |
| City of Grand Prairie <br> Contingency Value: | $\$ 108,775.00$ | $03 / 19 / 2024$ | Owner-controlled construction <br> contingency |
| TOTAL: | $\$ 2,219,679.01$ |  |  |

## PROCUREMENT DETAILS:

Procurement Method: $\boxtimes$ Cooperative/Interlocal $\boxtimes$ RFB/RFP $\square$ Sole Source $\square$ Professional Services $\square$ ExemptLocal VendorHUB Vendor

Number of Responses: 5
RFP/RFB \#: 24000

Selection Details: $\square$ Low Bid $\boxtimes$ Best Value

## FINANCIAL CONSIDERATION:

| Budgeted? | $\boxtimes$ | Fund Name: Capital <br> Reserves CIP Fund, <br> Municipal Facilities CIP <br> Fund | Account Unit \& Line: 402590-02400503, <br> $405090-02309903$ |
| :--- | :--- | :--- | :--- |


$\left.$| If Capital Improvement: |  |  |  |  |  |
| :--- | :--- | :--- | :--- | :--- | :--- |
| Total <br> Project <br> Budget | $\$ 2,219,679.01$ | Current <br> Funding <br> Approval: | $\$ 344,171.82$ | Remaining <br> Contingency <br> + | $\$ 118,775.00$ |
| Allowance |  |  |  |  |  |
| Funding: |  |  |  |  |  |$\quad \right\rvert\,$

CITY OF GRAND PRAIRIE
COMMUNICATION

## MEETING DATE:

PRESENTER:

## TITLE:

REVIEWING
COMMITTEE:

04/16/2024

Cindy Mendez, Public Health \& Environmental Quality Director

Approve grant submittal to the Department of Energy Efficiency and Conservation Block Grant for $\$ 220,600$ for two mobile solar charging stations and one electric vehicle
(Reviewed by the Public Safety, Health, and Environment Committee on 04/09/2024)

## PURPOSE OF REQUEST:

The Energy Efficiency and Conservation Block Grant (EECBG) Program is designed to assist states, local governments, and Tribes in implementing strategies to reduce energy use, to reduce fossil fuel emissions, and improve energy efficiency. This program was funded through the Infrastructure Investment and Jobs Act of 2021. On March 6, 2023, the Public Health \& Environmental Quality Department presented the grant pre-application request to the Public Health, Safety, and Environmental Committee and was subsequently approved by the City Council on March 21, 2023.

Under this grant program, the City of Grand Prairie was allocated $\$ 220,600$ based on population to implement strategies to reduce or improve energy efficiency in the transportation and building sectors. The application will include two mobile solar charging stations and one electric vehicle. The application for this project will be due on April 30,2024.

## FINANCIAL CONSIDERATION:

The $\$ 220,600$ spent pending reimbursement will be available in the FY2024 Capital Reserve Fund. Reimbursement is expected within six to twelve months of submittal of receipts.

## CITY OF GRAND PRAIRIE RESOLUTION

MEETING DATE:
04/16/2024

PRESENTER:
TITLE:

## REVIEWING COMMITTEE:

Rashad Jackson, Planning \& Development Director
Resolution Accepting a Petition to Create the River Central Public Improvement District
(Reviewed by the Finance and Government Committee on 04/02/2024)

## SUMMARY:

The City received a petition signed by the required number of property owners in River Central requesting that the City create a public improvement district (PID) for the neighborhood. The PID would consist of approximately 325.463 acres of land. The general boundaries of the assessment district are as follows: by the West Fork Trinity River north of the $114^{\text {th }}$ Street and east of North State Highway 360.

Improvements may include: (i) design, acquisition, construction, improvement, and other allowed costs related to street and roadway improvements, including related drainage, sidewalks, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) design, acquisition, construction, improvement, and other allowed costs related to storm drainage improvements, (iii) design, acquisition, construction, improvement, and other allowed costs related to water, wastewater and drainage (including detention) improvements and facilities, (iv) design, acquisition, construction, improvement, and other allowed costs related to parks, open space and recreational improvements including trails and landscaping related thereto; (v) design, construction and other allowed costs related to projects similar to those listed in sections (i) - (iv) above authorized by the Act, including similar offsite projects that provide a benefit to the Property within the District; (vi) acquisition of real property, interests in real property, or contract rights in connection with each Authorized Improvement (vii) payment of expenses incurred in the establishment, administration, and operation of the District; (viii) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with the issuance and sale of revenue bonds secured by assessments levied against the Property within the District; and (ix) maintenance and operation expenses of the Authorized Improvements (collectively, the "Authorized Improvements").

The law authorizing the creation of a PID requires that a public hearing be conducted to receive comment. Following the public hearing, the City Council will consider a resolution authorizing the establishment of Public Improvement District \#20. If PID \#20 is established, a public
hearing will be held in September 2024 on a 2024/25 budget, a five year service plan, and levying an assessment. The PID will not utilize an advisory board.

## FINANCIAL CONSIDERATION:

The City of Grand Prairie will provide administrative support to the PID and will prepare and mail assessment notices.

## ATTACHMENTS / SUPPORTING DOCUMENTS:

1- Petition
2- Notice of Public Hearing

## BODY

A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, ACCEPTING A PETITION TO CREATE THE RIVER CENTRAL PUBLIC IMPROVEMENT DISTRICT; SETTING A PUBLIC HEARING UNDER SEC. 372.009 OF THE TEXAS LOCAL GOVERNMENT CODE ON THE ADVISABILITY OF THE CREATION OF THE RIVER CENTRAL PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF GRAND PRAIRIE, TEXAS; AND AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF GRAND PRAIRIE, TEXAS REGARDING THE PUBLIC HEARING

WHEREAS, the City of Grand Prairie, Texas (the "City"), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the "Act"), to create a public improvement district within its corporate limits and its extraterritorial jurisdiction; and

WHEREAS, on March 20, 2024, Great Southwest 205 LLC, a Texas limited liability company, the owner of (1) taxable real property representing more than fifty percent (50\%) of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (2) record owner of real property liable for assessment under the proposal who: (A) constitutes more than fifty percent $(50 \%)$ of all record owners of property that is liable for assessment under the proposal; or (B) owns taxable real property that constitutes more than fifty percent ( $50 \%$ ) of the area of all taxable real property that is liable for assessment under the proposal, submitted and filed with the City Secretary of the City (the "City Secretary") a "Petition for Creation of the River Central Public Improvement District within the City of Grand Prairie, Texas" (the "Petition"), attached hereto as Exhibit A and incorporated herein for all purposes, requesting the establishment of the River Central Public Improvement District (the "District") for the property described in the Petition; and

WHEREAS, the Act states that the Petition is sufficient if signed by owners of more than fifty percent ( $50 \%$ ) of the taxable real property, according to appraised value, and either of the following: more than fifty percent ( $50 \%$ ) of the area of all taxable real property liable for assessment under the proposal, or more than fifty percent (50\%) of all record owners of property liable for assessment; and

WHEREAS, the Act further requires that prior to the adoption of the resolution creating the District, the City Council of the City (the "City Council") must hold a public hearing on the advisability of the improvements, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the costs between the District and the City; and

WHEREAS, the City Council will hold a public hearing in accordance with Section 372.009 of the Act regarding the advisability of establishing the District, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the costs; and

WHEREAS, in order to hold a public hearing for the creation of a public improvement district, notice must be: (i) published in a newspaper of general circulation in the City, and (ii) mailed to the address of each owner of property located in the proposed District, as reflected on the tax rolls, before the fifteenth $\left(15^{\text {th }}\right)$ day before the date of the hearing in accordance with the Act; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was considered was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

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

SECTION 1. The findings set forth in the recitals of this Resolution are found to be true and correct and are hereby approved and incorporated by reference as though fully set forth herein.

SECTION 2. City staff reviewed the Petition attached hereto as Exhibit A and determined that the same complied with the requirements of the Act, and the City Council accepts the Petition. The Petition is filed with the office of the City Secretary and is available for public inspection.

SECTION 3. The City Council calls a public hearing to be scheduled at or after $4: 30 \mathrm{p} . \mathrm{m}$. on May 7, 2024, to be held at Grand Prairie City Hall, City Council Chambers, 300 W. Main Street, Grand Prairie, Texas 75050 or such other location as designated by the City and issued pursuant to the form of the Notice (hereinafter defined) attached hereto as Exhibit B, for the purpose of hearing public testimony with respect to the advisability of establishing the District, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the costs.

SECTION 4: At such time and place the City Council will hear testimony regarding the creation of the proposed public improvement district and the City Council may, within its sole discretion, consider the adoption of a resolution authorizing the creation of the proposed public improvement district.

SECTION 5. Attached hereto as Exhibit B is a form of the Notice of Public Hearing (the "Notice"), the form and substance of which is hereby adopted and approved; provided that the Notice may be updated as determined necessary by the City to comply with the Act.

SECTION 6. The City Council hereby authorizes and directs the City Secretary or her designee, on or before April 20, 2024, in accordance with the Act, to: (a) publish notice of the public hearing in a newspaper of general circulation in the City; and, (b) mail notice of the public hearing to the owners of property located in the proposed District as reflected on the tax rolls.

SECTION 7. If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the City Council hereby determines that it would have adopted this resolution without the invalid provision.

SECTION 8. This Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 16 ${ }^{\text {th }}$ DAY OF APRIL 2024.

EXHIBIT A

# PETITION FOR CREATION OF THE RIVER CENTRAL PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF GRAND PRAIRIE, TEXAS 

THE STATE OF TEXAS

COUNTY OF TARRANT

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

COMES NOW Great Southwest 205 LLC, a Texas limited liability company ("Petitioner"), the owner of certain taxable real property, and pursuant to Chapter 372 of the Texas Local Government Code, as amended (the "Act"), hereby petitions the City of Grand Prairie, Texas ("City") to establish the River Central Public Improvement District (the "District") to include property owned by the Petitioner and located within the corporate limits of the City. In support of same, Petitioner would respectfully show the following:
I.

The boundaries of the proposed District are set forth in Exhibit $\mathbf{A}$ attached hereto and incorporated by reference herein (the "Property").
II.

The general nature of the proposed public improvements to be provided by the District that are necessary for the development of the Property within the District and which shall promote the interests of the City and confer a special benefit upon the Property, may include: (i) design, acquisition, construction, improvement, and other allowed costs related to street and roadway improvements, including related drainage, sidewalks, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) design, acquisition, construction, improvement, and other allowed costs related to storm drainage improvements, (iii) design, acquisition, construction, improvement, and other allowed costs related to water, wastewater and drainage (including detention) improvements and facilities, (iv) design, acquisition, construction, improvement, and other allowed costs related to parks, open space and recreational improvements including trails and landscaping related thereto; (v) design, construction and other allowed costs related to projects similar to those listed in sections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the Property within the District; (vi) acquisition of real property, interests in real
property, or contract rights in connection with each Authorized Improvement (vii) payment of expenses incurred in the establishment, administration, and operation of the District; (viii) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with the issuance and sale of revenue bonds secured by assessments levied against the Property within the District; and (ix) maintenance and operation expenses of the Authorized Improvements (collectively, the "Authorized Improvements").

## III.

The Petitioner estimates the cost to design, acquire and construct the Authorized Improvements is $\$ 400,000,000.00$.

## IV.

The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. Each assessment may be paid in part or in full at any time (including interest), and certain assessments may be paid in annual installments (including interest). If the City allows an assessment to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness on those Authorized Improvements (including interest).
V.

The City will not be obligated to provide any funding to finance the Authorized Improvements, other than from assessments levied in the District and possible tax increment reinvestment zone revenues. No City property in the District shall be assessed. The Petitioner may fund certain improvements from other funds available to the Petitioner.
VI.

The management of the District will be by the City, with the assistance of one or more consultants, who shall, from time to time, advise the City regarding certain operations of the District.

> VII.

The person or entity (through authorized representatives) signing this Petition for Creation of the River Central Public Improvement District Within the City of Grand Prairie, Texas (the "Petition") concurs with the establishment of the District and has the corporate authority to execute and deliver the Petition.

## VIII.

The Petitioner proposes the District be established and managed without the creation of an advisory board. However, if an advisory board is created, the Petitioner requests a representative of the Petitioner be appointed to the advisory board.
IX.

The person or entity (through authorized representatives) signing this Petition is also owner of taxable real property representing more than fifty percent ( $50 \%$ ) of the appraised value of taxable real property liable for assessment under the proposal as determined by the current roll of the appraisal district in which the Property is located; and the record owner of real property liable for assessment under the proposal who (a) constitutes more than fifty percent $(50 \%)$ of all record owners of property that is liable for assessment under the proposal, and (b) owns taxable real property that constitutes more than fifty percent $(50 \%)$ of the area of all taxable real property that is liable for assessment under the proposal.
X.

This Petition is hereby filed with the City Secretary, City of Grand Prairie, Texas, in support of the creation of the District by the City Council of the City as herein provided. The undersigned requests that the City Council grant its consent as above stated.

RESPECTFULLY SUBMITTED, on this 20th day of March, 2024.
[Signature on following page]

## PETITIONER

GREAT SOUTHWEST 205 LLC,
a Texas limited liability company

By:


Manager

## Maryland

§

This instrument was acknowledged before me on this the $20^{\text {th }}$ day of March, 2024, by David Hasenzahl, Manager of Great Southwest 205 LLC, a Texas limited liability company, on behalf of said entity.

(SEAL)


Notary Public in and for the
State of FEXAS Maryland

## EXHIBIT A Legal Description

Being a 325.463 acre tract of land situated in the John Burnett Survey, Abstract No. 178, John Childress Survey, Abstract No. 268, Norman Underwood Survey, Abstract no. 1582, W. P. Crocker Survey, Abstract No. 384, Thomas W. Croker Survey, Abstract No. 341 and the Jefferson Estill Survey, Abstract No. 491, Tarrant County, Texas, being a portion of a tract of land as described by deed to 360 Riverside LLC, as recorded in Instrument Number D220232122, Deed Records, Tarrant County, Texas (D.R.T.C.T.), being a portion of a tract of land described by deed to Total E\&P USA Real Estate LLC 3500 State Hwy 360, as recorded in Instrument Number D216266570, D.R.T.C.T., being a portion of a tract of land described by deed to Great Southwest 205, LLC., as recorded in Instrument Number D222132751, D.R.T.C.T., a portion of Lot 1, Block 1, River Park Addition, as recorded in Instrument Number D214111555, Plat Records, Tarrant County, Texas (P.R.T.C.T.), and being all of a tract of land described by deed to Great Southwest 205, LLC., as recorded in Instrument Number D220328260, D.R.T.C.T., and being more particularly described by the metes and bounds as follows:

BEGINNING at a found $1 / 2$ inch iron rod, being in the northern most corner of a corner clip for the northeast intersection corner of State Highway 360 (having a variable width Right-Of-Way) and Riverside Parkway (having a variable width Right-Of-Way), also being the beginning of a curve to the left having a radius of 5904.58 feet, a central angle of $29^{\circ} 48^{\prime} 53^{\prime \prime}$, and a long chord which bears North $15^{\circ} 18^{\prime} 58^{\prime \prime}$ West, 3037.99 feet;

THENCE along the existing east right-of-way line of said State Highway 360, along said curve to the left an arc distance of 3072.53 feet to a found $1 / 2$ inch iron rod for a point;

North $30^{\circ} 15^{\prime} 29^{\prime \prime}$ West, continuing along the said existing east right-of-way line of State Highway 360, a distance of 178.87 feet to a point;
leaving the said existing east right-of-way line of State Highway 360, and along the centerline of Trinity River the following bearings and distances:

North $46^{\circ} 08^{\prime} 17{ }^{\prime \prime}$ East, a distance of 50.45 feet to a point;

North $37^{\circ} 14^{\prime} 15^{\prime \prime}$ East, a distance of 354.90 feet to a point, for the beginning of a curve to the right having a radius of 497.70 feet, a central angle of $29^{\circ} 04^{\prime} 22^{\prime \prime}$, and a long chord which bears North $43^{\circ} 42^{\prime} 44^{\prime \prime}$ East, 249.84 feet;
along said curve to the right an arc distance of 252.54 feet to a point for the beginning of a curve to the right having a radius of 199.10 feet, a central angle of $85^{\circ} 46^{\prime} 14^{\prime \prime}$, and a long chord which bears South $59^{\circ} 17^{\prime} 12^{\prime \prime}$ East, 270.99 feet;
along said curve to the right, an arc distance of 298.06 feet to a point for the beginning of a curve to the right having a radius of 752.79 feet, a central angle of $29^{\circ} 48^{\prime} 50^{\prime \prime}$, and a long chord which bears South $05^{\circ} 47^{\prime} 29^{\prime \prime}$ East, 387.31 feet;
along said curve to the right, an arc distance of 391.72 feet to a point for the beginning of a curve to the left having a radius of 1756.85 feet, a central angle of $16^{\circ} 03^{\prime} 12^{\prime \prime}$, and a long chord which bears South $04^{\circ} 03^{\prime} 34^{\prime \prime}$ East, 490.63 feet;
along said curve to the left, an arc distance of 492.24 feet to a point for the beginning of a curve to the left having a radius of 282.78 feet, a central angle of $48^{\circ} 27^{\prime} 04^{\prime \prime}$, and a long chord which bears South $42^{\circ} 23^{\prime} 51^{\prime \prime}$ East, 232.07 feet;
along said curve to the left, an arc distance of 239.13 feet to a point;

South $72^{\circ} 28^{\prime} 38^{\prime \prime}$ East, a distance of 256.41 feet to a point for the beginning of a curve to the right having a radius of 3484.28 feet and a central angle of $12^{\circ} 02^{\prime} 09^{\prime \prime}$ and a long chord which bears South $66^{\circ} 38^{\prime} 42^{\prime \prime}$ East, 730.58 feet;
along said curve to the right an arc distance of 731.93 feet to a point for the beginning of a curve to the left having a radius of 369.63 feet, a central angle of $127^{\circ} 41^{\prime} 16^{\prime \prime}$, and a long chord which bears North $47^{\circ} 23^{\prime} 59^{\prime \prime}$ East, 663.55 feet;
along said curve to the left, an arc distance of 823.74 feet to a point;

North $25^{\circ} 40^{\prime} 21^{\prime \prime}$ West, a distance of 342.24 feet to a point for the beginning of a curve to the right having a radius of 746.30 feet, a central angle of $15^{\circ} 21^{\prime} 58^{\prime \prime}$, and a long chord which bears North $08^{\circ} 22^{\prime} 47^{\prime \prime}$ West, 199.55 feet;
along said curve to the right an arc distance of 200.15 feet to a point for the beginning of a curve to the right having a radius of 85.27 feet, a central angle of $97^{\circ} 07^{\prime} 25^{\prime \prime}$, and a long chord which bears North $40^{\circ} 27^{\prime} 34^{\prime \prime}$ East, 127.84 feet;
along said curve to the right, an arc distance of 144.54 feet to a point for the beginning of a curve to the right having a radius of 210.25 feet, a central angle of $32^{\circ} 44^{\prime} 07^{\prime \prime}$, and a long chord which bears South $63^{\circ} 42^{\prime} 21^{\prime \prime}$ East, 118.50 feet;
along said curve to the right, an arc distance of 120.12 feet to a point for the beginning of a curve to the right having a radius of 1458.32 feet, a central angle of $27^{\circ} 36^{\prime} 06^{\prime \prime}$, and a long chord which bears South $27^{\circ} 09^{\prime} 19^{\prime \prime}$ East, 695.76 feet;
along said curve to the right, an arc distance of 702.53 feet to a point;

South $20^{\circ} 22^{\prime} 27^{\prime \prime}$ East, a distance of 1087.55 feet to a point for the beginning of a curve to the left having a radius of 903.57 feet and a central angle of $45^{\circ} 32^{\prime} 01^{\prime \prime}$ and a long chord which bears South $41^{\circ} 00^{\prime} 56^{\prime \prime}$ East, 699.33 feet;
along said curve to the left an arc distance of 718.08 feet to a point for the beginning of a curve to the left having a radius of 169.67 feet, a central angle of $95^{\circ} 37^{\prime} 46^{\prime \prime}$, and a long chord which bears North 80049'26" East, 251.45 feet;
along said curve to the left, an arc distance of 283.19 feet to a point;

North $37^{\circ} 53^{\prime} 04^{\prime \prime}$ East, a distance of 512.30 feet to a point for the beginning of a curve to the right having a radius of 267.02 feet and a central angle of $108^{\circ} 53^{\prime} 53^{\prime \prime}$ and a long chord which bears South $76^{\circ} 02^{\prime} 32^{\prime \prime}$ East, 434.50 feet;
along said curve to the right an arc distance of 507.51 feet to a point;

South $09^{\circ} 36^{\prime} 26^{\prime \prime}$ East, a distance of 493.64 feet to a point for the beginning of a curve to the left having a radius of 62.27 feet and a central angle of $40^{\circ} 25^{\prime} 05^{\prime \prime}$ and a long chord which bears South $33^{\circ} 42^{\prime} 48^{\prime \prime}$ East, 43.02 feet;
along said curve to the left an arc distance of 43.93 feet to a point for the beginning of a curve to the left having a radius of 744.06 feet, a central angle of $36^{\circ} 37^{\prime} 01^{\prime \prime}$, and a long chord which bears South $75^{\circ} 44^{\prime} 08^{\prime \prime}$ East, 467.47 feet;
along said curve to the left, an arc distance of 475.52 feet to a point for the beginning of a curve to the right having a radius of 593.91 feet, a central angle of $22^{\circ} 33^{\prime} 50^{\prime \prime}$, and a long chord which bears North $89^{\circ} 37^{\prime} 16^{\prime \prime}$ East, 232.38 feet;
along said curve to the right, an arc distance of 233.89 feet to a point;

South $75^{\circ} 06^{\prime} 12^{\prime \prime}$ East, a distance of 367.67 feet to a point for the beginning of a curve to the right having a radius of 223.44 feet, a central angle of $58^{\circ} 29^{\prime} 01^{\prime \prime}$, and a long chord which bears South $46^{\circ} 05^{\prime} 23^{\prime \prime}$ East, 218.30 feet;

Along said curve to the right an arc distance of 228.07 feet to a point for the beginning of a curve to the right having a radius of 2560.89 feet, a central angle of $43^{\circ} 00^{\prime} 06^{\prime \prime}$, and a long chord which bears South $07^{\circ} 06^{\prime} 12^{\prime \prime}, 1877.21$ feet;
along said curve to the right, an arc distance of 1922.00 feet to a point for the beginning of a curve to the left having a radius of 3493.61 feet, a central angle of $18^{\circ} 52^{\prime} 09^{\prime \prime}$, and a long chord which bears South $03^{\circ} 26^{\prime} 27^{\prime \prime}$ West, 1145.36 feet;
along said curve to the left, an arc distance of 1150.55 feet to a point for the beginning of a curve to the left having a radius of 356.76 feet, a central angle of $52^{\circ} 34^{\prime} 38^{\prime \prime}$, and a long chord which bears South $36^{\circ} 11^{\prime} 00^{\prime \prime}$ East, 316.01 feet;
along said curve to the left, an arc distance of 327.38 feet to a point;

South $78^{\circ} 25^{\prime} 04^{\prime \prime}$ East, a distance of 262.06 feet to a point for the beginning of a curve to the right having a radius of 224.20 feet, a central angle of $74^{\circ} 33^{\prime} 24^{\prime \prime}$, and a long chord which bears South $48^{\circ} 42^{\prime} 30^{\prime \prime}$ East, 271.59 feet;
along said curve to the right an arc distance of 291.74 feet to a point;

South $08^{\circ} 05^{\prime} 30^{\prime \prime}$ East, a distance of 727.97 feet to a point for the beginning of a curve to the right having a radius of 3417.82 feet, a central angle of $6^{\circ} 17^{\prime} 59^{\prime \prime}$, and a long chord which bears South $05^{\circ} 14^{\prime} 07^{\prime \prime}$ West, 375.61 feet;
along said curve to the right an arc distance of 375.80 feet to a point;

South $13^{\circ} 38^{\prime} 18^{\prime \prime}$ West, a distance of 96.91 feet to a point, being the south line of a tract of land described by deed to Roy Orr Land LLC, as recorded in Instrument Number 202000238707, D.R.D.C.T., and Instrument Number D220222151, D.R.T.C.T., also being in the north line of a tract of land described by deed to Cynthia and Vance Smith, as recorded in Volume 2005061, Page 9, D.R.D.C.T., and Instrument Number D205083845, P.R.T.C.T.;;

THENCE leaving the centerline of Trinity River, and along the said north line of Smith tract the following bearings and distances:

South $89^{\circ} 40^{\prime} 56^{\prime \prime}$ West, a distance of 35.60 feet to a point;

South $12^{\circ} 30^{\prime} 06^{\prime \prime}$ West, leaving the said south line of Roy Orr Land LLC tract, a distance of 119.00 feet to a point;

South $64^{\circ} 26^{\prime} 40^{\prime \prime}$ West, a distance of 125.11 feet to a point;

North $64^{\circ} 49^{\prime} 09^{\prime \prime}$ West, a distance of 411.43 feet to a point;

South $60^{\circ} 24^{\prime} 57^{\prime \prime}$ West, a distance of 129.76 feet to a point;

THENCE South $89^{\circ} 37^{\prime} 12^{\prime \prime}$ West, a distance of 256.79 feet to a found $1 / 2$ inch iron rod with a cap stamped "ORANGE TRANSGLOBAL", being in the northwest corner of a tract of land described by deed to Trinity River Authority of TX, as recorded in Instrument Number D208309723, D.R.T.C.T., and being in the east line of a tract of land described by deed to Colfin 2015-2 Industrial Owner LLC, as recorded in Instrument Number D215081346, D.R.T.C.T.;

THENCE North $00^{\circ} 22^{\prime} 48^{\prime \prime}$ West, a distance of 100.00 feet to a found $1 / 2$ inch iron rod with a cap stamped "ORANGE TRANSGLOBAL", being in the southeast corner of a tract of land described by deed to Prologics Texas LP, as recorded in Instrument Number D206062209 D.R.T.C.T.;

THENCE along the east line of said Prologics tract the following bearings and distances:

North $12^{\circ} 37^{\prime} 12^{\prime \prime}$ East, a distance of 301.88 feet to a found $1 / 2$ inch iron rod with a cap stamped "ORANGE TRANSGLOBAL" for a point;

North $19^{\circ} 20^{\prime} 23^{\prime \prime}$ West, a distance of 1329.30 feet to a found $1 / 2$ inch iron rod with a yellow cap stamped "HALLF ASSOC" for a point;

North $32^{\circ} 40^{\prime} 13^{\prime \prime}$ West, a distance of 963.66 feet to a found Mag Nail in concrete, being in the south line of a Tract 2 described by deed to GSW Gateway LLC, as recorded in Instrument Number D217087262, D.R.D.C.T.;

THENCE North $57^{\circ} 15^{\prime} 56^{\prime \prime}$ East, leaving said east line of Prologics tract, and along the said south line of Tract 2 , a distance of 30.93 feet to a found T Post for a point;

THENCE North $27^{\circ} 01^{\prime} 44^{\prime \prime}$ West, leaving the said south line Tract 2 , a distance of 1388.73 feet to a found $1 / 2$ inch iron rod with a yellow cap stamped "HALLF ASSOC", being in the east line of said Tract 2;

THENCE North $49^{\circ} 18^{\prime} 38^{\prime \prime}$ West, a distance of 1243.86 feet to a found $1 / 2$ inch iron rod, being the northeast corner of Tract 1 of said GSW Gateway LLC tract;

THENCE South $40^{\circ} 41^{\prime} 27^{\prime \prime}$ West, along the north line of said Tract 1, a distance of 306.74 feet to a point, being in the existing north right-of-way line of said Riverside Parkway;

THENCE along the said existing north right-of-way line of Riverside Parkway the following bearings and distances:

South $89^{\circ} 25^{\prime} 46^{\prime \prime}$ West, a distance of 1051.82 feet to a point;

South $01^{\circ} 16^{\prime} 03^{\prime \prime}$ East, a distance of 48.53 feet to a point;

South $76^{\circ} 11^{\prime} 10^{\prime \prime}$ West, a distance of 52.69 feet to a point, for the beginning of a curve to the right having a radius of 1018.47 feet, a central angle of $12^{\circ} 56^{\prime} 16^{\prime \prime}$, and a long chord which bears South $82^{\circ} 57^{\prime} 07^{\prime \prime}$ West, 229.49 feet;
along said curve to the right an arc distance of 229.98 feet to a point, for the point of compound curvature of a curve to the right having a radius of 982.20 feet, a central angle of $13^{\circ} 25^{\prime} 04^{\prime \prime}$, and a long chord which bears North $83^{\circ} 52^{\prime} 13^{\prime \prime}$ West, 229.49 feet;
along said curve to the right an arc distance of 230.01 feet to a found $1 / 2$ inch iron rod for a point;

North $77^{\circ} 09^{\prime} 41^{\prime \prime}$ West, a distance of 173.58 feet to a found $1 / 2$ inch iron rod for a point;

North $49^{\circ} 11^{\prime} 21^{\prime \prime}$ West, a distance of 137.60 feet to a found $1 / 2$ inch iron rod for a point ;

North $77^{\circ} 10^{\prime} 52^{\prime \prime}$ West, a distance of 203.01 feet to a found $1 / 2$ inch iron rod for a point;

North $80^{\circ} 22^{\prime} 22^{\prime \prime}$ West, a distance of 112.42 feet to a found $1 / 2$ inch iron rod, being the eastern most corner of said corner clip for the northeast intersection of said State Highway 360 and said Riverside Parkway;

North $42^{\circ} 16^{\prime} 03^{\prime \prime}$ West, along said corner clip, a distance of 15.04 feet to the POINT OF BEGINNING and CONTAINING 14,177,191 square feet, 325.469 acres of land, more or less.

## Exhibit B

## Proposed River Central PID



## Exhibit B <br> CITY OF GRAND PRAIRIE, TEXAS NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended (the "Act"), notice is hereby given that the City Council of the City of Grand Prairie, Texas ("City"), will hold a public hearing to accept public comments and discuss the petition (the "Petition"), filed by Great Southwest 205 LLC, a Texas limited liability company (the "Owner"), requesting that the City create the River Central Public Improvement District (the "District") to include property owned by the Owner and further described herein (the "Property").

Time and Place of the Hearing. The public hearing will start at or after $4: 30$ p.m. on May 7, 2024, to be held at Grand Prairie City Hall, City Council Chambers, 300 W. Main Street, Grand Prairie, Texas 75050.

General Nature of the Proposed Authorized Improvements. The general nature of the proposed public improvements to be provided by the District that are necessary for the development of the Property within the District may include: (i) design, acquisition, construction, improvement, and other allowed costs related to street and roadway improvements, including related drainage, sidewalks, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) design, acquisition, construction, improvement, and other allowed costs related to storm drainage improvements, (iii) design, acquisition, construction, improvement, and other allowed costs related to water, wastewater and drainage (including detention) improvements and facilities, (iv) design, acquisition, construction, improvement, and other allowed costs related to parks, open space and recreational improvements including trails and landscaping related thereto; (v) design, construction and other allowed costs related to projects similar to those listed in sections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the Property within the District; (vi) acquisition of real property, interests in real property, or contract rights in connection with each Authorized Improvement (vii) payment of expenses incurred in the establishment, administration, and operation of the District; (viii) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with the issuance and sale of revenue bonds secured by assessments levied against the Property within the District; and (ix) maintenance and operation expenses of the Authorized Improvements (collectively, the "Authorized Improvements"). These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property within the District.

Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is not to exceed $\$ 400,000,000.00$.

Proposed District Boundaries. The District is proposed to include approximately 325.463 acres of land generally located along the West Fork Trinity River north of $114^{\text {th }}$ Street and east of North State Highway 360 , located within the corporate limits of the City and as more particularly described by a metes and bounds description available at Grand Prairie City Hall located at 300 W. Main Street, Grand Prairie, Texas 75050 and available for public inspection during regular business hours.

Proposed Method of Assessment. The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in
installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness issued to finance or refinance those Authorized Improvements (including interest).

Proposed Apportionment of Cost between the District and the City. The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on real property within the District and possible tax increment reinvestment zone revenues. No municipal property in the District shall be assessed. The Owner may also pay certain costs of the improvements from other funds available to it as developer of the District.

During the public hearing, any interested person may speak for or against the establishment of the District and the advisability of the improvements to be made for the benefit of the property within the District.

## CITY OF GRAND PRAIRIE RESOLUTION

## MEETING DATE:

PRESENTER:
TITLE:

04/16/2024

Tiffany Bull, Deputy City Attorney

Resolution Consenting to the Creation of Prairie Ridge Municipal Management District Number 1, a Legislatively Created Municipal Management District, and the Inclusion of 768.746 Acres of Land Therein

## REVIEWING <br> COMMITTEE:

## PURPOSE OF REQUEST:

Consent to the Creation of Prairie Ridge Municipal Management District Number 1 (MMD) and inclusion of land into the MMD including 2 acres of land which was not part of the original MMD boundaries.

## SUMMARY:

In 2017, the Texas Legislature created the MMD. Pursuant to the legislation, the MMD must hold a confirmation election before issuing debt, and the election cannot be held until the City has consented to the creation of the MMD and entered into a development agreement with the owners of the property within the MMD. The legislation included Ellis County Fresh Water Supply District land and an additional 766.746 acres of land in the MMD. This resolution will allow for the inclusion of the 766.746 acres of land and an additional two acres of adjacent land into the MMD. This resolution does not authorize the inclusion of Ellis County in the MMD boundaries. The MMD will be used to help fund construction and maintenance costs of certain public improvements such as parks and open spaces.

## BODY

## A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, CONSENTING TO THE CREATION OF PRAIRIE RIDGE MUNICIPAL MANAGEMENT DISTRICT NUMBER ONE AND THE INCLUSION OF 768.746 ACRES OF LAND THEREIN

WHEREAS, the City of Grand Prairie, Texas (the "City"), received a Request for Consent to the Creation of a Municipal Management District (the "Request") from Prairie Ridge Investor, L.P., a Texas limited partnership ("PRI"), and inclusion of approximately 766.746 acres of land described in Exhibit "A" (the "Land"); and

WHEREAS, the Land is located within the corporate limits of the City and within the City's extraterritorial jurisdiction; and

WHEREAS, the municipal management district is to be named "Prairie Ridge Municipal Management District No. 1 (the "District"); and

WHEREAS, Chapter 3954 of the Texas Special District Local Laws Code ("District Legislation") provides that land may not be included within the District without the City's consent; and

WHEREAS, the District Legislation further provides that land may not be included within the District until the owners of all real property in the district have entered into a development agreement with the City under Section 212.172 of the Texas Local Government Code (the "Development Agreement"); and

WHEREAS, the City council is expected to consider the Development Agreement on April 16, 2024; and
WHEREAS, the City desires to grant consent to the creation of the District and the inclusion of the Land in the District; and

WHEREAS, the City further received a request from PRI to annex an additional 2-acre tract of land ("Annexation Tract") into the District, described in Exhibit "B;" and

WHEREAS, the District Legislation further provides that land may not be annexed into the District without the City's consent; and

WHEREAS, the City desires to grant consent to the annexation of the Annexation Tract into the District.

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

SECTION 1. The facts and opinions in the preamble of this Resolution are true and correct and are hereby adopted and incorporated.

SECTION 2. The City Council hereby grants its written consent to the creation of a municipal management district (to be known as "Prairie Ridge Municipal Management District No. 1") and the inclusion of the Land in such district (the "District").

SECTION 3. The City Council hereby specifically imposes the conditions set forth in Exhibit "C," attached hereto and made a part hereof for all purposes, and in the Development Agreement.

SECTION 4. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 5. The City Council does hereby direct that the Mayor and City Secretary, and such other officers of the City as may be necessary and required, to execute such approvals and other documents that may be required from time to time in order to effectively place of record and
acknowledge that the City Council has approved and consented to creation of the District and the annexation of the Annexation Tract pursuant to the conditions contained herein.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 16TH DAY OF APRIL 2024.


## METES AND BOUNDS DESCRIPTION:

## TRACT 1:

BEING a 685.158 acre tract of land situated in the John Working Survey, Abstract No. 897, Allen Larrison Survey, Abstract No. 497 and J. Stewart Survey, Abstract No. 754, Johnson County, Texas and being a portion of a portion of a tract of land described in deeds to PRA Prairie Ridge, L.P. tracts recorded in Instrument Numbers 2005-10528 (Volume 3500, Page 964), Instrument Number 2005-10525 (Volume 3500, Page 941) and Instrument Number 2005-10526 (Volume 3500, Page 951) of the Deed Records, Johnson County, Texas (DRJCT) and in a tract of land described in Special Warranty Deed to Prairie Ridge North LP record in Document Number 1900288 the Official Public Records, Johnson County, Texas (OPRJCT) and being more particularly described as follows:

BEGINNING at the Northwest corner of said PRA Prairie Ridge LP tract recorded in Volume 3500, Page 964;

THENCE North $60^{\circ} 00^{\prime} 24^{\prime \prime}$ East, with the North line of said PRA Prairie Ridge LP tract recorded in Volume 3500, Page 964, a distance of 5,426.05 feet to a point at the approximate centerline intersection of Lakeview Drive and County Road No. 506;

THENCE North $30^{\circ} 19^{\prime} 05^{\prime \prime}$ West, with the approximate centerline of said Lakeview Drive, a distance of 0.10 feet to a point;

THENCE North $56^{\circ} 58^{\prime} 31^{\prime \prime}$ East, with the approximate centerline of said Lakeview Drive, a distance of 2438.80 feet to a point;

THENCE North $56^{\circ} 14^{\prime} 23^{\prime \prime}$ East, with the approximate centerline of said Lakeview Drive, a distance of 872.71 feet to a point on the Johnson County/Ellis County Line at the Northwest Corner of Prairie Ridge Phase 4 Addition recorded in Instrument Number 2230142 (Cabinet M, Page 231) of the Plat Records of Ellis County, Texas (PRECT);

THENCE South $0^{\circ} 46^{\prime} 38$ " East, with said County line, a distance of $5,481.41$ feet to a point at the South corner of Prairie Ridge Phase 7 Addition recorded in Instrument Number 2322286 (Cabinet N, Page 307) of the PRECT;

THENCE South $59^{\circ} 48^{\prime} 50^{\prime \prime}$ West, a distance of 604.65 feet to a point in the approximate centerline of said County Road No. 506;

THENCE North $30^{\circ} 19^{\prime} 05^{\prime \prime}$ West, with said approximate centerline of County Rod No. 506, a distance of 767.89 feet to a point at the Southeast corner of said PRA Prairie Ridge LP tract recorded in Volume 3500, Page 964;

THENCE South $59^{\circ} 32^{\prime} 15^{\prime \prime}$ " West, a distance of $5,397.84$ feet to a point;
THENCE North $30^{\circ} 17^{\prime} 41^{\prime \prime}$ West, a distance of 485.03 feet to a point;
THENCE North $30^{\circ} 48^{\prime} 56$ " West, a distance of 568.69 feet to a point;
THENCE North $59^{\circ} 55^{\prime}$ '51" East, a distance of 285.88 feet to a point;
THENCE North $30^{\circ} 44^{\prime} 47$ " West, a distance of 149.99 feet to a point;
THENCE South $59^{\circ} 59^{\prime} 52$ " West, a distance of 286.07 feet to a point;
THENCE North $30^{\circ} 48^{\prime} 56$ " West, a distance of $1,896.77$ feet to a point;
THENCE North $30^{\circ} 44^{\prime} 03^{\prime \prime}$ West, a distance of 775.58 feet to the POINT OF BEGINNING and containing 685.158 acres of land, more or less.

TRACT 2:

BEING a 81.588 acre tract of land situated in the J. Stewart Survey, Abstra Ellis County and being a portion of land described in Special Warranty Dee

Item 21. Box Partners LP recorded in Instrument No. 2156131 of the Official Public Records, Ellis County, Texas (OPRECT), a portion of a tract of land described in deed to Prairie Ridge Capital Corp (formerly known as PRA Prairie Ridge Development Corp.) recorded in Volume 2325, Page 470 and Volume 2396, Page 236 of the Deed Records, Ellis County, Texas (DRECT), being a portion of a tract of land described in deed to PRA Prairie Ridge, LP recorded in Volume 2111, Page 866 DRECT, being a portion of a tract of land described in deed to the Board of Trustees of Midlothian ISD recorded in Instrument Number 2031782 OPRECT and being more particularly described as follows:

BEGINNING at a point in the South line of Lakeview Drive and in the west line of said Soap Box Partners tract;

THENCE South $30^{\circ} 11^{\prime} 51$ " East, a distance of $1,719.69$ feet to a point;
THENCE South $59^{\circ} 35^{\prime} 14^{\prime \prime}$ West, a distance of $1,739.18$ feet to a point;
THENCE North $25^{\circ} 14^{\prime} 35^{\prime \prime}$ West, a distance of 393.21 feet to a point on the approximate Grand Prairie City Limit line at the beginning of a non-tangent curve to the right having $13,133.04$ feet and a chord bearing and distance of North $58^{\circ} 24^{\prime} 32^{\prime \prime}$ West a distance of 1561.23 feet;

THENCE Northwesterly along said approximate city line and said curve to the right, through a central angle of $6^{\circ} 48^{\prime} 55^{\prime \prime}$ an arc distance of $1,562.15$ feet to a point in the approximate centerline of said Lakeview Drive;

THENCE with said Lakeview Drive the following five (5) courses and distances:

1. North $59^{\circ} 37^{\prime} 53^{\prime \prime}$ East, a distance of $1,206.05$ feet to a point;
2. North $59^{\circ} 34^{\prime} 29^{\prime \prime}$ East, a distance of 658.11 feet to a point;
3. North $59^{\circ} 35^{\prime} 04^{\prime \prime}$ East, a distance of 529.13 feet to a point;
4. South $30^{\circ} 10^{\prime} 06^{\prime \prime}$ East, a distance of 50.00 feet to a point;
5. North $59^{\circ} 14^{\prime} 54^{\prime \prime}$ East, a distance of 50.00 feet to the POINT OF BEGINNING and containing 81.588 acres of land, more or less.

## MMD ACREAGE 766.746 ACRES

W. Gardner Survey, Abstract No. 403, R. Wines Survey, Abstract No. 1178, I. Gardner Survey, Abstract 1291 J. Stewart Survey, Abstract No. 961, Cuadrilla Irrigation Co. Survey, Abstract No. 262, R. Wyatt Survey, Abstract No. 1280, B. Canfield Survey, Abstract No. 197, L. Kelsey Survey, Abstract No. 593 Ellis County, Texas
J. Working Survey, Abstract No. 897, R. Berry Survey, Abstract No. 26,
A. Larrison Survey, Abstract No. 497 Johnson County, Texas

This document was prepared under 22 TAC $\S 663.21$, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for it was prepared.


## METES AND BOUNDS DESCRIPTION:

BEING a 2.000 acre tract of land situated in the John Working Survey, Abstract 897, Johnson County, Texas and being part of a tract of land described in Special Warranty Deed to Prairie Ridge North LP record in Document Number 1900288 the Official Public Records, Johnson County, Texas (OPRJCT) and being all of a tract of land previously described as the Southwest tract in Warranty Deed to Richard J. Bontke et ux recorded in Book 3256 Page 733 of the OPRJCT and being more particularly described as follows:

COMMENCING at a found $1 / 2$ inch iron rod at the Southwest corner of said Prairie Ridge North tract at the approximate centerline intersection of Lakeview Drive and County Road No. 506;

THENCE South $56^{\circ} 58^{\prime} 31^{\prime \prime}$ West, along said approximate centerline of Lakeview drive and the South line of said Prairie Ridge North tract, a distance of 998.96 feet to the southwest corner of said 10.00 acre tract and to the POINT OF BEGINNING;

THENCE Over and across said Prairie Ridge North Tract three (3) courses and distances:

1. North $33^{\circ} 01^{\prime} 29^{\prime \prime}$ West, a distance of 450.00 feet to a point;
2. North $56^{\circ} 58^{\prime} 31^{\prime \prime}$ East, a distance of 193.60 feet to a point;
3. South $33^{\circ} 01^{\prime} 29^{\prime \prime}$ East, a distance of 450.00 feet to a point in the approximate centerline of said Lakeview Drive and the South line of said Prairie Ridge North tract;

THENCE South $56^{\circ} 58^{\prime} 31^{\prime \prime}$ West, with said approximate centerline and said South line, a distance of 193.60 feet to a POINT OF BEGINNING and containing 2.000 acres of land, more or less.

| EXHTBT ${ }^{\text {CH' }}$ |  | ANNEXATION TRACT 2.000 ACRES |
| :---: | :---: | :---: |
|  |  | J. Working Survey, Abstract No. 897 Johnson County, Texas |
| $\begin{array}{lr} \text { P.O. Box } 210097 & \text { TBPELS } 10194022 \\ \text { Bedford, TX } 76095 & \mathbf{8 1 7 . 2 6 8 . 3 3 1 6} \\ \text { ypassociates.com } \\ \text { info@ypassociates.com } \end{array}$ |  | This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivi |
| 2021-140-000 PAGE 1 OF 1 |  | which it was prepared. 123 |

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## Exhibit "C"

(a) The District may issue bonds for any purpose authorized by law. Such bonds will expressly provide that the District reserves the right to redeem the bonds on any interest-payment date no later than subsequent to the fifteenth (15th) anniversary of the date of issuance without premium and (with the exception of refunding bonds) will be sold only after the taking of public bids therefor, and none of such bonds, other than refunding bonds, will be sold for less than $95 \%$ of par; provided, that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent ( $2 \%$ ) above the highest average interest rate reported by the Daily Bond Buyer in its weekly " 20 Bond Index" during the one-month period preceding the date notice of the sale of such bonds is given, and that bids for the bonds will be received not more than forty-five (45) days after notice of sale of the bonds is given.
(b) The construction of the District's water, sewer, drainage, roadway facilities, sidewalks, trails, parks and recreation facilities, structured parking, and other public amenities shall be in accordance with the Approved Development Regulations, as defined in the Development Agreement.
(c) The City shall have the right, but not the obligation, to inspect all water, sewer, drainage, roadway facilities, sidewalks, trails, parks and recreation facilities, structured parking, and other public amenities being constructed by the District.
(d) Each district created by subdivision of the District may only be located within a single Defined Area, as defined in the Development Agreement.

## CITY OF GRAND PRAIRIE RESOLUTION

MEETING DATE:
PRESENTER:
TITLE:

04/16/2024

Maleshia B. McGinnis, City Attorney

Resolution Designating Land Located in the Extra-Territorial Jurisdiction of the City of Grand Prairie as an Industrial District Known as Grand Prairie Business Park No. 1

## REVIEWING <br> COMMITTEE:

## SUMMARY:

The City of Grand Prairie adopted the Southgate 360 Corridor Plan (the Plan) to establish a comprehensive plan for the City's Extra-Territorial Jurisdiction. The Plan identifies certain land in the southern portion of the City of Grand Prairie's Extra-Territorial Jurisdiction as ideal for Business Park uses. The term "Business Park" is used to capture light industrial with more of an emphasis on technology and data. The intent of this resolution is to designate the areas which are identified as ideal for Business Park uses in the Southgate 360 Corridor Plan as Grand Prairie Business Park No. 1.

## BODY

A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, DESIGNATING CERTAIN LAND IN THE CITY OF GRAND PRAIRIE'S EXTRA-TERRITORIAL JURISDCTION AS AN INDUSTRIAL DISTRICT TO BE KNOWN AS GRAND PRAIRIE BUSINESS PARK NO. 1

WHEREAS, Section 42.044 of the Texas Local Government Code provides that the governing body of a municipality may designate an area within its extraterritorial jurisdiction ("ETJ") to create industrial districts and to treat those areas in a manner considered by the City Council to be in the best interest of the City; and

WHEREAS, the designation of industrial districts is done in areas where industrial activity already exists or where those activities are likely to happen in the future; and

WHEREAS, the City of Grand Prairie adopted the Southgate 360 Corridor Plan (the Plan) as a comprehensive plan to provide for the future development of the City of Grand Prairie's ExtraTerritorial Jurisdiction (ETJ); and

WHEREAS, the Plan identifies certain portions of the City's ETJ as being appropriate for light industrial use; and

WHEREAS, the City Council finds that the area depicted in "Exhibit A," attached hereto, is an area in the City's ETJ that is suitable as an industrial district, and that it in the best interest of the City of Grand Prairie to designate that area as an industrial district to be known as "Grand Prairie Business Park No. 1;"

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

SECTION 1. That the City of Grand Prairie hereby designates the land identified and depicted in Exhibit A attached hereto as an Industrial District which shall be called "Grand Prairie Business Park No. 1."

SECTION 2. That this Resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 16TH DAY OF APRIL 2024.


MEETING DATE:
04/16/2024

PRESENTER:

REVIEWING COMMITTEE:

## TITLE:

## CITY OF GRAND PRAIRIE RESOLUTION

Rashad Jackson, Director Economic Development
Resolution Authorizing the City Manager to Execute a Reimbursement Agreement Using TIF Funds from TIRZ \#1 with Mediajuice Studios, LLC for 610-612 E. Main Street
(Reviewed by TIRZ \#1 Board on March 19, 2024)

## SUMMARY:

Mediajuice Studios is a media production studio based in Dallas founded in 2004 by Jeremy Snead. Mediajuice specializes in creating movie trailers, TV spots, promotional videos, documentaries, and corporate videos for a variety of clients. Studio abilities include live action film production, postproduction editing and custom animation.

On December $20^{\text {th }}, 2023$, Media Juice acquired the building located at 610-612 E. Main Street to relocate and expand their production facilities from south Dallas to Grand Prairie. The 12,692 sq. ft. building was built in 1951 and has a current appraised value of $\$ 494,990$.

Mediajuice plans to renovate and remodel the building to accommodate their business, including construction of a live action production studio and sound stage. Due to the age and condition of the building, one of the first steps that must be taken is to address the environmental issues that exist, which include some demolition and asbestos abatement plus removal / replacement of some windows. The projected cost of the demolition, asbestos abatement and window removal / replacement is $\$ 121,500$ based on contractor estimates. Mediajuice has requested reimbursement of this cost as an incentive in order to proceed with the project due to budgetary constraints. These costs would be incurred by any business occupying the building.

Mediajuice plans to bring 10 to15 full time employees with an average annual salary of $\$ 55,000$. There is a major effort underway to bring tv and movie production to the state of Texas and Mediajuice works with major studios such as Netflix, Disney, Lionsgate, Amazon, etc. Mediajuice can also provide a variety of multi-media services to the Grand Prairie business community as well as local schools. They have expressed interest in creating an internship program for Grand Prairie high school students.

## PURPOSE OF REQUEST

The purpose of this item is consideration of a resolution to authorize the City Manager to enter into a reimbursement agreement with Mediajuice Studios.

FINANCIAL CONSIDERATION:

| Budgeted? | $\boxed{l\|l\|}$ | Fund Name: | TIF 1 Operating |  |  |
| :--- | :--- | :--- | :--- | :--- | :--- |
|  |  |  |  |  |  |
| If Capital Improvement: |  |  |  |  |  |
| Total <br> Project <br> Budget | $\$ 0$ | Proposed <br> New <br> Funding: | $\$ 121,500$ | Remaining <br> Funding: | $\$ 0$ |

## ATTACHMENTS / SUPPORTING DOCUMENTS:

1. Pictures of Property / Rendering of proposed improvements

## BODY

## A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, AUTHORIZING CITY MANAGER TO ENTER INTO A REIMBURSEMENT AGREEMENT USING TIF FUNDS FROM TIRZ \#1 WITH MEDIAJUICE STUDIOS, LLC IN AN AMOUNT NOT TO EXCEED \$121,500 FOR REMEDIATION OF ENVIRONMENTAL CONTAMINATION

WHEREAS, City adopted Ordinance No. 6095 designating a certain geographical area as City of Grand Prairie, Tax Increment Financing Reinvestment Zone Number One (the "Zone") in accordance with the Tax Increment Financing Act, Tax Code, Chapter 311 (the "Act") to promote development within the Zone through the use of tax increment financing; and

WHEREAS, on August 17, 1999, City Council approved Ordinance No. 6122 amending the boundaries of the Zone and approving the final Project Plan and Reinvestment Zone Financing Plan; and

WHEREAS, on February 19, 2019, the City Council approved Ordinance 10598-2019 amending the Project and Financing Plan to expand the boundaries and extend the term for the Zone; and

WHEREAS, Mediajuice Studios, LLC ("Company"), a Dallas-based film and television production studio, acquired the building located at 610-612 E. Main Street (the "Building") to expand and relocate their production facilities to the City; and

WHEREAS, Company anticipates expending $\$ 770,000$ to renovate and remodel the Building to accommodate their business, including construction of a live action production studio and sound stage; and

WHEREAS, due to the age and condition of the building, Company must first remediate environmental contamination in the building, including the presence of asbestos (the "Project"); and

WHEREAS, the Act authorizes the expenditure of funds derived within a reinvestment zone, whether from bond proceeds or other funds (the "TIF Funds"), for the payment of expenditures made or estimated to be made on certain project costs, including the actual costs of the remediation of conditions that contaminate public or private land or buildings; and

WHEREAS, the estimated cost of the Project is $\$ 121,500$ and Company has requested reimbursement of such cost from the Zone's TIF fund; and

WHEREAS, the Project's costs are authorized TIF Fund expenditures under the Act and included in the Zone's Project and Financing Plan; and

WHEREAS, the Zone's Board of Directors has recommended that the City Council approve a reimbursement agreement to Company to reimbursement the actual cost of the Project.

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

SECTION 1. The recitals set forth hereinabove are true and correct, and incorporated within this resolution.

SECTION 2. The City Council hereby authorizes the City Manager, or his designee, to execute a reimbursement agreement on behalf of the City to reimburse Company an amount equal to the lesser of: 1) the actual cost of the Project or 2) one hundred twenty-one thousand five hundred dollars $(\$ 121,500)$.

SECTION 3. Such reimbursement shall only be made from funds available in the TIRZ \#1 TIF fund.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 16 ${ }^{\text {th }}$ DAY OF APRIL 2024.




## CITY OF GRAND PRAIRIE RESOLUTION

## MEETING DATE:

PRESENTER:
TITLE:

04/16/2024
Colby Frantz, Manager of Fleet Services
A resolution of the City of Grand Prairie, Texas, providing authorization to submit applications for the Internal Revenue Service (IRS) Commercial Clean Vehicle Tax Credit to obtain a rebate up to $\$ 7,500$ per purchase of eligible vehicle(s) under the Inflation Reduction Act of 2022
(Reviewed by the Finance and Government Committee on 04/02/2024)

REVIEWING
COMMITTEE:

## SUMMARY:

| Creditor | Credit Amount | Match Required |
| :--- | :--- | :--- |
| Internal Revenue Service (IRS) | $\$ 7,500$ | none |

## PURPOSE OF REQUEST:

The City of Grand Prairie General Services Division is requesting approval of a resolution to authorize the submission of credit applications for the Internal Revenue Service (IRS) Commercial Clean Vehicle Tax Credit to obtain a rebate up to $\$ 7,500$ per purchase of eligible vehicle(s) under the Inflation Reduction Act of 2022.

The Commercial Clean Vehicle Tax Credit is intended to incentivize the use of vehicles powered by electricity or an alternative fuel. The increased use of electricity or alternative fuels for transportation is intended to improve air quality. This credit is available for new plug-in electric vehicles (EV) or fuel cell vehicle (FCV) purchases from 2023 to 2032.

General Services - Fleet Services has identified (3) qualifying electric vehicles currently in our fleet. We intend to pursue this credit opportunity for all eligible vehicles that may be acquired through 2032.

## BODY

A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, PROVIDING AUTHORIZATION TO SUBMIT APPLICATIONS FOR THE INTERNAL REVENUE SERVICE (IRS) COMMERCIAL CLEAN VEHICLE TAX CREDIT TO OBTAIN A REBATE UP TO \$7,500 PER PURCHASE OF ELIGIBLE VEHICLE(S) UNDER THE INFLATION REDUCTION ACT OF 2022

WHEREAS, the City Council of the City of Grand Prairie, Texas ("Council") finds it in the best interest of the citizens of Grand Prairie, Texas to incentivize the use of vehicles powered by electricity or an alternative fuel; and

WHEREAS, the City of Grand Prairie General Services Division is requesting approval of a resolution to authorize submission of credit applications for the Internal Revenue Service (IRS) Commercial Clean Vehicle Tax Credit to obtain a rebate up to $\$ 7,500$ rebate per purchase of eligible vehicle(s); and

WHEREAS, the applications require no cost share; and
WHEREAS, in the event of loss or misuse of the grant funds, the Council assures that the Award funds will be returned to IRS.

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

SECTION 1. The Council hereby authorizes the City Manager, or his/her designee, to submit, on behalf of the City, applications to the IRS.

SECTION 2. The Council authorizes the City Manager, or his/her designee, to take all actions necessary and proper to accept, reject, alter, or terminate IRS awards.

SECTION 3. This resolution shall be in full force and effect from and after its passage and approval in accordance with the Charter of the City of Grand Prairie and it is accordingly so resolved.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 16TH DAY OF APRIL 2024.

## Commercial Clean Vehicle Credit

Businesses and tax-exempt organizations that buy a qualified commercial clean vehicle may qualify for a clean vehicle tax credit of up to $\$ 40,000$ under Internal Revenue Code (IRC) 45W. The credit equals the lesser of:

- $15 \%$ of your basis in the vehicle ( $30 \%$ if the vehicle is not powered by gas or diesel)
- The incremental cost of the vehicle

The maximum credit is $\$ 7,500$ for qualified vehicles with gross vehicle weight ratings (GVWRs) of under 14,000 pounds and $\$ 40,000$ for all other vehicles.

## Who qualifies

Businesses and tax-exempt organizations qualify for the credit.
There is no limit on the number of credits your business can claim. For businesses, the credits are nonrefundable, so you can't get back more on the credit than you owe in taxes. A 45W credit can be carried over as a general business credit.

## Vehicles that qualify

To qualify, a vehicle must be subject to a depreciation allowance, with an exception for vehicles placed in service by a tax-exempt organization and not subject to a lease.

The vehicle must also:

- Be made by a qualified manufacturer as defined in $\operatorname{IRC} 30 \mathrm{D}(\mathrm{d})(1)(\mathrm{C}) \boldsymbol{\pi}$. See our index of qualified manufacturers
- Be for use in your business, not for resale
- Be for use primarily in the United States
- Not have been allowed a credit under sections 30D or 45W

In addition, the vehicle must either be:

- Treated as a motor vehicle for purposes of title II of the Clean Air Act and manufactured primarily for use on public roads (not including a vehicle operated exclusively on a rail or rails); or
- Mobile machinery as defined in IRC 4053(8) (including vehicles that are not designed to perform atunction of transporting a load over a public highway)

The vehicle or machinery must also either be:

- A plug-in electric vehicle that draws significant propulsion from an electric motor with a battery capacity of at least:
- 7 kilowatt hours if the gross vehicle weight rating (GVWR) is under 14,000 pounds
- 15 kilowatt hours if the GVWR is 14,000 pounds or more; or
- A fuel cell motor vehicle that satisfies the requirements of IRC $30 B(b)(3)(A)$ and (B) $\boldsymbol{Z}$.


## How to claim the credit

Partnerships and S corporations must file Form 8936, Qualified Plug-in Electric Drive Motor Vehicle Credit (Including Qualified Two-Wheeled Plug-in Electric Vehicles).

All other taxpayers are not required to complete Form 8936 if their only source for this credit is a partnership or S corporation. Instead, they can report this credit directly on line 1aa in Part III of Form 3800, General Business Credit.

## Related

- Credits for new electric vehicles purchased in 2022 or before
- Used Clean Vehicle Credit
- Clean Vehicle Credit qualified manufacturer requirements
- Credits and deductions under the Inflation Reduction Act of 2022
- Frequently asked questions about the New, Previously Owned and Qualified Commercial Clean Vehicles Credit

Page Last Reviewed or Updated: 16-Feb-2024


MEETING DATE:
PRESENTER:

TITLE:

## REVIEWING COMMITTEE:

## CITY OF GRAND PRAIRIE <br> COMMUNICATION

04/16/2024
Savannah Ware, AICP, Chief City Planner
Resolution of Support for an affordable housing development at 1217 S Carrier Pkwy
(Reviewed by the City Council Development Committee on 04/16/2024)

## PURPOSE OF REQUEST:

The developer of Parkside on Carrier, a 38-unit senior tax credit housing development, has requested a Resolution of Support to apply for Affordable Housing Program (AHP) funds available through the Federal Home Loan Bank of Dallas (FHLB).

## HISTORY:

In 2021, City Council approved a Resolution of Support for the project, which subsequently received an allocation of tax credits. In 2021, City Council also approved the Site Plan for the project (Case Number STP-21-11-0022).

## ATTACHMENTS / SUPPORTING DOCUMENTS:

1- Project Presentation

## BODY:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS IN SUPPORT OF THE SUBMISSION OF AN APPLICATION TO THE AFFORDABLE HOUSING PROGRAM (AHP) THROUGH THE FEDERAL HOME LOAN BANK OF DALLAS (FHLB) BY JES DEV CO, INC. FOR THE CONSTRUCTION OF AFFORDABLE SENIOR HOUSING; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, JES Dev Co, Inc./Parkside on Carrier, L.P. has proposed an affordable rental housing development for seniors (aged 55+) at 1217 S Carrier Pkwy named Parkside on Carrier in the City of Grand Prairie, Dallas County, TX (TDHCA Application Numbers 21093/23920); and

WHEREAS, JES Dev Co, Inc. has received an award of Housing Tax Credits for that development; and
WHEREAS, JES Dev Co, Inc. has indicated an intent to apply for Affordable Housing Program funds through the Federal Home Loan Bank of Dallas to assist with development costs for that development.

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

SECTION 1. The City of Grand Prairie, acting through its governing body, hereby confirms that it supports Parkside on Carrier in its application for funding through the Affordable Housing Program of the Federal Home Loan Bank of Dallas and that the City of Grand Prairie supports the community revitalization efforts of Parkside on Carrier.

SECTION 2. The City of Grand Prairie encourages the Federal Home Loan Bank of Dallas to award funds to assist with the development.

SECTION 3. The approval of this resolution is merely deemed to indicate support for the development's concept and does not guarantee that the City has or will approve all necessary approvals for construction, which must comply with development regulations.

SECTION 4. For and on behalf of the Governing Body, Mayor Ron Jensen, is hereby authorized, empowered, and directed to certify these resolutions to the Federal Home Loan Bank Board.

SECTION 5. This Resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 16TH DAY OF APRIL 2024.

# PARKSIDE ON CARRIER A 38-UNIT SENIOR DEVELOPMENT 

Grand Prairie, TX


JES HOLDINGS, LLC

# COMPANY OVERVIEW 

## JES HOLDINGS, LLC



QUALITY HOUSING WHERE OUR FAMILIES WOULD BE PROUD TO LIVE.

## DEVELOPER

- Over 25 years experience developing affordable multifamily housing
- Developed over 200 apartment communities with over 4,500 residential units
- Seven communities in Central Texas and ten more in development or under construction across Texas.


## GENERAL CONTRACTOR

Fairway Construction Co., Inc.

- Nearly 40 years experience
- Over 130 apartment communities
- Over 4,500 apartment units
- Over $\$ 2$ billion in construction value


## PROPERTY MANAGER

## fwm

Fairway Management, Inc.

- Over 25 years of experience
- Currently manages over 12,200 apartment units throughout the South, Southwest, and Midwest.
- Over 250 apartment communities under management
- Overall portfolio occupancy of 97.5\%


## SYNDICATOR

## аер

Affordable Equity Partners, Inc.

- Provides a full range of services for developers and investors in the Section 42 LIHTC Program.
- More than 500 tax credit developments and has never had a foreclosure or credit recapture.
- Syndicated over \$4 billion in Federal and State Tax Credits.


## Texas Communities



70 Cottage-Style Senior Units
(32) One Bedroom Units - 651 Sq. Ft.
(38) Two Bedroom Units -859 Sq. Ft.


## Riverwood Commons

36 Senior Units Located in a Three-Story Building
(11) One Bedroom Units - 725 Sq. Ft.
(25) Two Bedroom Units - 935 Sq. Ft.


Hidden Glen

50 Cottage-Style Senior Units
(15) One Bedroom Units - 700 Sq. Ft.
(35) Two Bedroom Units -850 Sq . Ft.


Bluff View
Senior Village
48 Senior Units Located in a Three-Story Building
(15) One Bedroom Units

- 710 Sq. Ff.
(33) Two Bedroom Units -893 to 925 Sq. Ff.


Highlander Senior Village

66 Cottage-Style Senior Units
(20) One Bedroom Units - 740 Sq. Ft.
(46) Two Bedroom Units - 850 Sq. Ft.

## Texas Communities



## Texas Communities

In<br>Development

In
Development

In<br>Development

In<br>Development

## Estacado Estates, Amarillo

Riverside Manor, Kerrville
Trailside Estates, Tyler

## Blanco Basin, San Marcos

46 Senior Units in Elevałored Building (14) One Bedroom Units - 750 Sq. Ft.
(32) Two Bedroom Units - 880 Sq. Ft.

```
36 Senior Units in Elevatored Building (11) One Bedroom Units - 750 Sq . Ft.
(25) Two Bedroom Units - 880 Sq. Ft.
```


## 74 Senior Units in Elevatored Building (24) One Bedroom Units - 750 Sq. Ft. <br> (50) Two Bedroom Units - 880 Sq. Ft.

200 Senior Units in Elevatored Buildings (100) One Bedroom Units - 746 Sq. Ft. (100) Two Bedroom Units - 988-1,075 Sq. Ft.

# Texas Communities 

In<br>Development

In
Development

## Maple Park Manor, Lockhart

30 Senior Units in Elevatored Building (24) One Bedroom Units - 750 Sq. Ft.
(6) Two Bedroom Units 880 Sq. Ft.

Elsie Manor, Abilene

36 Senior Units in a Historic Building
(24) One Bedroom Units - 650 Sq. Ft.
(12) Two Bedroom Units - 850 Sq. Ft.

## RIVERWOOD COMMONS

BASTROP,TX


## MAPLE PARK SENIOR VILLAGE

Lockhart, TX


## HIDDEN GLEN SALADO,TX



## BLUFF VIEW SENIOR VILLAGE CRANDALL,TX



## SITE INFORMATION

## SITE LOCATION



## SITE AERIAL



## SITE PLAN



## COMMUNITY FEATURES

## COMMUNITY FEATURES

- Leasing office w/full time manager
- Community lounge
- Community kitchen
- Fitness room
- Business center
- Courtyard with BBQ grills



# UNIT FEATURES \& RESIDENT PROFILE 

## RESIDENTIAL UNIT FEATURES



Unit Mix and Rents

- 12 one-bedroom units (roughly 750 square feet)
- 26 two-bedroom units (roughly 880 square feet)

Unit Features

- Full kitchen with energy-star appliances
- In Unit Washer/Dryer Carpet and vinyl flooring


## RESIDENT PROFILE



Age and Income Requirements

- Age restricted 55 +
- 4 units for residents at $\$ 21.6 \mathrm{~K}-\$ 24.8 \mathrm{~K}$
- 16 units for residents at $\$ 36.1 \mathrm{~K}-\$ 41.3 \mathrm{~K}$
- 18 units for residents at \$43.3K - \$49.5K

- 4 units rent for \$580-\$696
- 16 units rent for $\$ 966-\$ 1,160$
- 18 units rent for $\$ 1,160-\$ 1,392$


## RESIDENT SERVICES

## PROPOSED RESIDENT SERVICES

- Annual health fair provided by a health care professional
- Weekly exercise classes
- Partnership with local law enforcement or local first responders to provide quarterly on-site social and interactive activities intended to foster relationships with residents
- Notary Services during regular business hours
- Twice monthly arts, crafts, and other recreational activities
- Twice monthly on-site social events
- Food pantry
- Weekly home chore services (such as valet trash removal, assistance with recycling, furniture movement, etc., and quarterly preventative maintenance including light bulb replacement)
- Outreach to nonprofit service providers in community


## AFFORDABLE HOUSING PROGRAM REQUEST

## BACKGROUND

- Received Resolution of Support from City in 2021
- Received allocation of credits in 2021 and supplemental credits in 2023
- Purchased land in 2021
- Through $99 \%$ of construction planning and permitting
- Typically, would have closed and started construction in late spring of 2022 but...
- Global disruption of supply chain, material availability, labor force caused by COVID, war in Ukraine, inflation, increase in interest rates, and decrease in price investors willing to pay has resulted in financing gap which has be to be filled before we can close deal and start construction
- Construction costs have increased from \$156,000 per unit to \$234,000, a $50 \%$ increase
- Interest rates have increased from $5 \%$ to $8.5 \%$, a $70 \%$ increase
- Credit pricing has decreased from .88 to .80 , a $9 \%$ decrease


## AHP REQUEST

- Submitting application for AHP funds in 2024 round
- Applications due between April 1, 2024 and May 1, 2024
- Applying for \$1,329,000 amount that will maximize scoring
- Looking for FHLB member willing to support request


## CONTACT

Michael Ash, Development Manager

- 737-228-4962
- mash@aepartners.com

Ryan Garcia, Development Manager

- 573-397-2105
- rgarcia@jesholdings.com


## CITY OF GRAND PRAIRIE ORDINANCE

MEETING DATE:
PRESENTER:
TITLE:

REVIEWING COMMITTEE:

04/16/2024

Ray Cerda, Director of Parks, Arts and Recreation

Ordinance amending the FY2023/2024 Prairie Lights Operating Fund; change order with Josh Barnett Productions (Lightasmic) not to exceed 650,000 for new displays at Prairie Lights
(Reviewed by the Finance \& Government Committee on 04/02/2024)

## SUMMARY:

| Vendor Name | Annual Cost |
| :--- | :---: |
| Josh Barnett Productions, Inc | $\$ 650,000$ |

## PURPOSE OF REQUEST:

As the success and popularity of Prairie Lights continues to grow and as it approaches its 20th year in operation, City staff believes it is an appropriate time to invest back into the event with several substantial upgrades within the drive-through portion of the park in addition to other typical year-to-year updates. These new features will utilize new, state-of-the-art technology that would enhance the overall guest experience and help the event to remain ahead of the competition in the ever-expanding market. In addition, to address the common complaint of long wait times at the event, these new features would allow for existing components to be repositioned along the road leading up to the entry/pay gates, which brings several exciting experiences to guests earlier in their journey.

Local Government Code Chapter 252 provides an exemption from the competitive bid process when an item or service is available from only one source. Josh Barnett Productions is the sole provider for design and fabrication of light displays for Prairie Lights.

EXPENDITURE HISTORY (2 to $\mathbf{3}$ yrs info):

|  | $\underline{\text { Amount }}$ | Approval Date | Reason |
| :--- | :--- | :--- | :--- |
| Original Contract: | 300,000 annually | $06-23-2016$ | Prairie Lights Display |
| FY21 | 170,000 |  | Actual Expenditure |
| FY22 | 50,000 |  | Actual Expenditure |
| FY23 | 225,000 |  | Actual Expenditure |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

## PROCUREMENT DETAILS:

区 Sole Source
FINANCIAL CONSIDERATION:

| Budgeted? | $\square$ | Fund Name: Prairie Lights <br> Operating | Account Unit (318410) |
| :--- | :--- | :--- | :--- |

* Provide Accounting Unit for Operating funds. Provide the Activity for CIP and Grant projects.


## BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE
FY2023/2024 PRAIRIE LIGHTS OPERATING FUND (318410) BUDGET BY TRANSFERRING AND APPROPRIATING $\$ 450,000$ FROM THE ENDING RESOURCES IN THE PRAIRIE LIGHTS OPERATING FUND FOR NEW DISPLAYS AT PRAIRIE LIGHTS

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

SECTION 1. THE FY2024/2024 Prairie Lights Operating Fund (318410) be amended by transferring and appropriating $\$ 450,000$ from the ending resources in the Prairie Lights Operating Fund (318410) to Equipment/Hardware (318410-68640).

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 16 DAY OF APRIL 2024.

## CITY OF GRAND PRAIRIE ORDINANCE

## MEETING DATE:

PRESENTER:
TITLE:

REVIEWING
COMMITTEE:

04/16/2024
Lee Harriss, Special District Administrator
Ordinance amending the FY 2023/2024 Pooled Investments Fund to allocate $\$ 320,000$ from the unobligated fund balance for the repair of Pond \#2 and Pond \#8 in Peninsula PID
(Reviewed by the Finance and Government Committee on 04/02/2024 and the Peninsula PID Board on 03/19/24)

## PURPOSE OF REQUEST:

Repairs are currently needed to two ponds in the PID because their condition represents a threat to community health, safety, and welfare. The City has agreed to make the necessary repairs to these two ponds, identified as Ponds 2 and 8.

The City will fund the repairs to perform the work. These repairs represent all pond repairs the City will undertake within the Peninsula PID related to this current threat to community health, safety and welfare. Going forward, the City considers it the responsibility of the PID to repair and maintain all ponds within the PID, including Ponds 2 and 8.

This ordinance is to appropriate funding from the Pooled Investments Fund in the amount of $\$ 320,000$.
FINANCIAL CONSIDERATION:

| Budgeted? | $\square$ | Fund Name: | Pooled Investments Fund |
| :--- | :--- | :--- | :--- |


| If Capital Improvement: |  |  |  |  |  |
| :--- | :--- | :--- | :--- | :--- | :--- |
| Total <br> Project <br> Budget | $\$ 320,000$ | Proposed <br> New <br> Funding: | $\$ 320,000$ | Remaining <br> Funding: | $\$ 0.00$ |

## BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2023/2024 POOLED INVESTMENTS FUND BY TRANSFERRING AND APPROPRIATING \$320,000 FROM THE UNOBLIGATED FUND BALANCE

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

SECTION 1. The FY 2023/2024 Pooled Investments unobligated fund balance be amended by transferring and appropriating \$320,000 for the repair of Pond \#2 and Pond \#8 in Peninsula PID (Public Improvement District \#8).

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE $16{ }^{\text {TH }}$ DAY OF APRIL 2024.

January 22, 2024

## Via email

Peninsula Public Improvement District
ATTN: Ken Self, President
300 W Main St
Grand Prairie, TX 75050
ken@kenself.com
City Re: $\quad$ Agreement to provide City funds for repair of Ponds 2 and 8

Dear Ken:
This letter will memorialize the position of the City with regard to repair of Ponds 2 and 8 , which were constructed by and within the Peninsula PID. The City is aware that repairs are currently needed to the two ponds because their condition represents a threat to community health, safety, and welfare. As such, conditioned on your acknowledgment of and agreement to the conditions herein, the City will agree to provide $\$ 320,000$ to help fund the repair of these two ponds.

The amount of $\$ 320,000$ is the maximum that the City will provide to the Peninsula PID to address the current threat to community health, safety, and welfare created by the conditions of Ponds 2 and 8 . Going forward, the City considers it the responsibility of the PID to repair and maintain all ponds within the PID, including Ponds 2 and 8 - and, you accept that responsibility. However, should a pond represent a threat to community health, safety and welfare again in the future, the PID may submit a request to the City to fund some or all of the repairs. Upon receipt of a request from the PID, the City shall place an item on the City Council and/or Finance and Government Committee agenda for its review and discussion of the request.

Upon receipt of your acknowledgement and agreement regarding this matter, the City will begin processing the payment of funds. The City requests that you, on behalf of the Peninsula PID Board, acknowledge this letter and the City's position as indicated herein by signing in the space provided below. Please feel free to contact me with any questions concerning this matter.

Sincerely,

William A. Hills, City Manager

## Acknowledged and Agreed:

[^2]

## CITY OF GRAND PRAIRIE ORDINANCE

## MEETING DATE:

PRESENTER:
TITLE:

04/16/2024

Thao Vo, Director of Management Services
Ordinance amending the FY 2023/2024 Capital Improvement Projects
budget in the Economic Development CIP Fund and Capital Reserve
Fund for the FY 2022/2023 General Fund sales tax in accordance with
Ordinance amending the FY 2023/2024 Capital Improvement Projects
budget in the Economic Development CIP Fund and Capital Reserve
Fund for the FY 2022/2023 General Fund sales tax in accordance with
Ordinance amending the FY 2023/2024 Capital Improvement Projects
budget in the Economic Development CIP Fund and Capital Reserve
Fund for the FY 2022/2023 General Fund sales tax in accordance with the City's Financial Management Policies
(Reviewed by the Finance and Government Committee on 04/02/2024)
04162024

REVIEWING COMMITTEE:

## PURPOSE OF REQUEST:

The Section VI.S. of the City's Financial Management Policies, approved by Resolution No. 5322-2023 on January 3, 2023, states:

General Fund allocations exceeding $26 \%$ of total sales tax revenues will be budgeted and transferred as follows:

- The first $\$ 1 \mathrm{M}$ over $26 \%$ [sic] of expected or realized sales tax will be allocated solely to Economic Development
- After allocating the first $26 \%$ [sic] to General Fund and the following \$1M excess to Economic Development, additional funds will be evenly distributed to Economic Development, Redevelopment, Public Art, and Special Projects.

The FY 2022/2023 General Fund revenues total \$176,982,213.96, including \$48,040,231.39 from sales tax. To comply with Section VI.S. of the City's Financial Management Policies, the General Fund will retain $\$ 46,015,375.63$ of the sales tax revenue. The remaining $\$ 2,024,855.76$ sales tax revenue will be distributed as follows:

- The first $\$ 1 \mathrm{M}$ will be allocated solely to Economic Development
- The additional funds of $\$ 1,024,855.76$ will be evenly distributed to Economic Development, Redevelopment, Public Art, and Special Projects, each receiving \$256,213.94.

This allocation has been further summarized in the table below.

| Fund | $\underline{\text { Purpose }}$ | Amount |  |
| :--- | :--- | :--- | :--- |
| General Fund | General Fund <br> Revenue | $\$ 46,015,375.63$ | $26 \%$ of total General Fund revenues |
| Economic <br> Development CIP Fund | Economic <br> Development | $\$ 1,256,213.94$ | $\$ 1 \mathrm{M}+25 \%$ of the additional funds |
|  | Redevelopment | $\$ 256,213.94$ | $25 \%$ of the additional funds |
| Capital Reserve Fund | Public Art | $\$ 256,213.94$ | $25 \%$ of the additional funds |
|  | Special Projects | $\$ 256,213.94$ | $25 \%$ of the additional funds |
| TOTAL: |  | $\$ 48,040,231.39$ |  |

This action serves solely to allocate funding in alignment with established policy. The determination of how these allocated funds will be utilized is slated for discussion and decision-making during the forthcoming City Council Visioning Session.

FINANCIAL CONSIDERATION:

| Budgeted? | $\square$ | Fund Name: | Economic Development CIP Fund <br> Capital Reserve Fund |
| :--- | :--- | :--- | :--- |

## BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING ORDINANCE NO. 11422-2023 FOR THE FY 2023/2024 CAPITAL IMPROVEMENT PROJECTS BUDGET BY TRANSFERRING AND APPROPRIATING FROM THE UNOBLIGATED FUND BALANCE IN THE ECONOMIC DEVELOPMENT CIP FUND \$1,256,213.94 FOR ECONOMIC DEVELOPMENT PROJECTS AND \$256,213.94 FOR REDEVELOPMENT PROJECTS, AND BY TRANSFERRING AND APPROPRIATING FROM THE UNOBLIGATED FUND BALANCE IN THE CAPITAL RESERVE FUND \$256,213.94 FOR PUBLIC ART AND \$256,213.94 FOR SPECIAL PROJECTS

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

SECTION 1. The FY 2023/2024 Capital Improvement Projects Budget is hereby amended by transferring and appropriating from the unobligated fund balance in the Economic Development CIP Fund $\$ 1,256,213.94$ for Economic Development projects and $\$ 256,213.94$ for Redevelopment projects.

SECTION 2. The FY 2023/2024 Capital Improvement Projects Budget is hereby amended by transferring and appropriating from the unobligated fund balance in the Capital Reserve Fund $\$ 256,213.94$ for Public Art projects and $\$ 256,213.94$ for Special Projects.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 16 ${ }^{\text {TH }}$ DAY OF APRIL 2024.

## CITY OF GRAND PRAIRIE ORDINANCE

MEETING DATE:
PRESENTER:
TITLE:

04/16/2024
Thao Vo, Director of Management Services
Ordinance amending the FY 2023/2024 Capital Improvements Projects budget in the Capital Reserve Fund and Economic Development CIP Fund to transfer the remaining appropriations from two projects in the Municipal Facilities CIP Fund to other funds that better align with the projects
(Reviewed by the Finance and Government Committee on 04/02/2024)

## REVIEWING <br> COMMITTEE:

## PURPOSE OF REQUEST:

As part of the mid-year budget process, projects in the City's Capital Improvement Program (CIP) Funds are reviewed by the City Manager, and revisions are presented to the City Council. Staff requests the City Council to approve an ordinance allowing the transfer of the remaining appropriations from two projects in the Municipal Facilities CIP Fund to other funds that better align with the projects and to approve the appropriation of funds for a new project in the Municipal Facilities CIP Fund.

1. Redevelopment Projects: On March 6, 2018, the City Council approved the allocation of $\$ 1,775,000$ in the Municipal Facilities CIP Fund to fund several redevelopment projects in Downtown, the Commercial/Retail Neighborhoods, and Apartments/Motels. This appropriation has $\$ 281,540.24$ remaining for these projects. Staff requests the transfer of this remaining balance to the Capital Reserve Fund because these projects are typically managed by the Economic Development department and the Downtown/Community Revitalization staff.
2. Redevelopment and New Economic Development: On May 21, 2019, the City Council approved the allocation of $\$ 2$ million from the Grand Prairie Sports Facilities Development Corporation for economic development purposes, including redevelopment, new development, and business incentives related to development. This appropriation has $\$ 1,151,036.40$ remaining for these purposes. Since this allocation was approved, the City has created a specific Economic Development CIP Fund, and staff requests to transfer the remaining balance to that new fund.

## FINANCIAL CONSIDERATION:

| Budgeted? | $\square$ | Fund Name: | Capital Reserve Fund <br> Economic Development CIP Fund |
| :--- | :--- | :--- | :--- |

## BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING ORDINANCE NO. 11422-2023 FOR THE FY 2023/2024 CAPITAL IMPROVEMENT PROJECTS BUDGET BY TRANSFERRING AND APPROPRIATING \$281,540.24 FROM THE MUNICIPAL PROJECTS CIP FUND TO THE CAPITAL RESERVE FUND FOR REDEVELOPMENT PROJECTS; AND TRANSFERRING AND APPROPRIATING \$1,151,036.40 FROM THE MUNICIPAL FACILITY CIP FUND TO THE ECONOMIC DEVELOPMENT CIP FUND FOR REDEVELOPMENT AND NEW ECONOMIC DEVELOPMENT PROJECTS

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

SECTION 1. The FY2023/2024 Capital Improvement Projects Budget is hereby amended by transferring and appropriating $\$ 281,540.24$ from the Municipal Projects CIP Fund to the Capital Reserve Fund for redevelopment projects.

SECTION 2. The FY2023/2024 Capital Improvement Projects Budget is hereby amended by transferring and appropriating $\$ 1,151,036.40$ from the Municipal Projects CIP Fund to the Economic Development CIP Fund for redevelopment and new economic development projects.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE $16^{\text {TH }}$ DAY OF APRIL 2024.

## CITY OF GRAND PRAIRIE ORDINANCE

MEETING DATE:
PRESENTER:
TITLE:

04/16/2024
Andy Henning, Director of Design + Construction
Ordinance amending the FY 2023/2024 Capital Improvements Projects budget in the Municipal Facilities CIP Fund; Fire Station 11 independent third-party owner construction testing contract with CMJ Engineering in the amount of $\$ 98,592.55$; low voltage direct contract allowance in the amount of $\$ 140,050.04$ and an owner-controlled construction contingency in the amount of $\$ 161,357.41$ for a total added funding request of $\$ 400,000.00$

REVIEWING COMMITTEE: (Reviewed by Public Safety, Health, and Environment Committee on 04/09/2024)

## SUMMARY:

| Vendor Name | $\underline{\text { Contract Cost }}$ | Allowance Value |
| :--- | :--- | :--- |
| CMJ Engineering | $\$ 98,592.55$ |  |
| GP IT Department |  | $\$ 140,050.04$ |
| GP Construction Contingency |  | $\$ 161,357.41$ |

## PURPOSE OF REQUEST:

Approval of $\$ 400,000$ in additional funding for the Fire Station 11 project reflecting the value of the increased scope of work associated with the requested community room addition as follows: $\$ 150,000$ is available by approving an ordinance transferring and appropriating from the Capital Reserve Fund to the Municipal Facilities CIP Fund, and $\$ 250,000$ is available in the unobligated fund balance in the Municipal Facilities CIP Fund.

## PROCUREMENT DETAILS:

Procurement Method: $\boxtimes$ Professional Services
$\boxtimes$ Local Vendor $\square$ HUB Vendor

FUNDING HISTORY:

|  | $\underline{\text { Amount }}$ | $\underline{\text { Approval Date }}$ | $\underline{\text { Reason }}$ |
| :--- | :--- | :--- | :--- |
| American Rescue Plan Act <br> (ARPA) Initial Funding <br> Allocation: | $7,000,000.00$ | $05 / 25 / 2023$ | City Council special meeting <br> authorizing ARPA funds being <br> allocated and expended for the <br> Fire Station 11 project |
| Crossland Construction Company <br> Contract Value: | $\$ 7,012,031.00$ | $03 / 01 / 2024$ | Overall construction scope of <br> work beyond IT low voltage <br> direct vendor allowance below |
| CMJ Engineering Contract Value: | $\$ 98,592.55$ | $04 / 16 / 2024$ | Independent third-party owner <br> construction testing services |
| IT Low Voltage Allowance Value: | $\$ 140,050.04$ | $04 / 16 / 2024$ | Allowance for Grand Prairie <br> IT Department direct vendor <br> contracts for network <br> structured cabling, internet <br> technology equipment, <br> security cameras, and door <br> access control provisions |
| Construction Contingency Value: | $\$ 161,357.41$ | $04 / 16 / 2024$ | Owner-controlled contingency |
| TOTAL: | $\$ 7,412,031.00$ |  |  |

FINANCIAL CONSIDERATION:

| Budgeted? | $\square$ | Fund Name: | Municipal Facilities CIP Fund |
| :--- | :--- | :--- | :--- |

## BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING ORDINANCE NO. 11422-2023 FOR THE FY 2023/2024 CAPITAL IMPROVEMENT PROJECTS BUDGET BY TRANSFERRING AND APPROPRIATING \$150,000 FROM THE CAPITAL RESERVE FUND TO THE MUNICIPAL FACILITIES CIP FUND AND TRANSFERRING AND APPROPRIATING $\$ \mathbf{2 5 0 , 0 0 0}$ FROM THE UNOBLIGATED FUND BALANCE IN THE MUNICIPAL PROJECT CIP FUND FOR A TOTAL OF \$400,000 TO THE FIRE STATION 11 PROJECT

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

SECTION 1. The FY2023/2024 Capital Improvement Projects Budget is hereby amended by transferring and appropriating $\$ 150,000$ from the Capital Reserve Fund to the Municipal Facilities CIP Fund for the Fire Station 11 project.

SECTION 2. The FY2023/2024 Capital Improvement Projects Budget is hereby amended by transferring and appropriating \$250,000 from the unobligated fund balance in the Municipal Facilities CIP Fund to the Fire Station 11 project.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE $16{ }^{\text {TH }}$ DAY OF APRIL 2024.

CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE:
PRESENTER:
TITLE:

04/16/2024
Natalie Moore, David Pettit Economic Development
Public Hearing and Ordinance Amending TIRZ \#3 to Extend the Term and Expand the Boundaries to Create and Include Area Development Zone \#9A

## REVIEWING <br> COMMITTEE:

## SUMMARY:

On July 13, 1999, the City Council of the City of Grand Prairie, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 6097 designating a contiguous geographic area within the City as Reinvestment Zone Number Three, City of Grand Prairie, Texas. In December of 2019, Council extended the term and expanded the territory of this Tax Increment Reinvestment Zone \#3 (TIRZ) to include 7 other "Area Development Zones" beyond the original Zone. In August 2023, the TIRZ was further expanded to include Area Development Zones 9, 10, and 11 and establish a termination date of December 31, 2063 for those zones.

The City of Grand Prairie has been in discussions with developers representing Provident Realty Advisors regarding development of approximately 5,000 acres near the City's southern boundary and in the City's extraterritorial jurisdiction. The City created Area Development Zones 9 and 10 over the proposed development. After Area Development Zones 9 and 10 were created, Provident purchased additional land to incorporate into the Goodland development. Subject to these negotiations, the City hired David Pettit Economic Development (DPED) to prepare a detailed analysis, as well as an Ordinance amending TIRZ \#3 to expand the boundaries to include the newly purchased lot as Area Development Zone 9A.

The proposed ordinance will establish a termination date of December 31, 2084 for Area Development Zone 9A and extend the termination date for Area Development Zones 9 and 10 to December 31, 2084. The termination date of the other area development zones will remain unchanged.

Moreover, DPED officials reevaluated values within the existing TIRZ \#3, considered what is proposed within the master planned developments, and provided a Preliminary Project Plan \& Financing Plan, as is required by State law.

## FINANCIAL CONSIDERATION:

The updated and amended Preliminary Project Plan \& Financing Plan reveals that the City's sole participation in Tax Increment Reinvestment Zone \#3 at $75 \%$ will generate $\$ 4,204,504,307$ in revenues for use in funding Water Facilities and Improvements, Sanitary Sewer Facilities and Improvements, Storm Water Facilities and Improvements, Transit/Parking Improvements, Street and Intersection Improvements, Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements, Economic Development Grants, the incremental costs of providing municipal services incurred as a result of the creation of the zone or the development or redevelopment of the land in the zone, and associated administrative costs (as shown on page 8).


#### Abstract

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING ORDINANCE NO. 11399-2023, CONCERNING TAX INCREMENT REINVESTMENT ZONE NUMBER THREE, CITY OF GRAND PRAIRIE, TEXAS, ESTABLISHED PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, BY EXPANDING THE BOUNDARIES AND EXTENDING THE TERM OF TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER THREE, CITY OF GRAND PRAIRIE, TEXAS


WHEREAS, the City of Grand Prairie, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the City or the extraterritorial jurisdiction (the "ETJ") of the municipality as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the Act provides that the governing body of a municipality by ordinance may designate a contiguous or noncontiguous geographic area that is in the City limits or the extraterritorial jurisdiction (the "ETJ") of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the City Council desires to promote the development of a certain noncontiguous geographic area in the City and the ETJ, which is more specifically described in Exhibits " $\boldsymbol{A}$ " and " $\boldsymbol{B}$ " of this Ordinance (the "Zone"), through the expansion of a reinvestment zone as authorized by and in accordance with the Tax Increment Financing Act, codified at Chapter 311 of the Texas Tax Code; and

WHEREAS, on July 13, 1999, the City Council of the City of Grand Prairie, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 6097 designating a contiguous geographic area within the City as a Reinvestment Zone Number Three, City of Grand Prairie, Texas (the "Zone"); and

WHEREAS, on August 17, 1999, the City Council of the City of Grand Prairie, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 6126 amending Reinvestment Zone Number Three, City of Grand Prairie, Texas (the "Zone"); and

WHEREAS, on August 17, 1999, the City Council of the City of Grand Prairie, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 6127 Dedicating $100 \%$ of the Tax Increment Levied and Collected by the City of Grand Prairie to Reinvestment Zone Number Three, City of Grand Prairie, Texas (the "Zone"); and

WHEREAS, on August 31, 1999, the City Council of the City of Grand Prairie, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 6130 to reflect the terms of the final negotiated agreements with taxing jurisdictions participating in Reinvestment Zone Number Three, City of Grand Prairie, Texas (the "Zone"); and

WHEREAS, by tax year 2012, City of Grand Prairie, Tarrant County, Tarrant County Hospital District and Tarrant County College ceased collection and payment of all increment from the Tarrant County parcels in the Zone as obligations for projects located in the Tarrant County portion of the Zone were fully paid; and

WHEREAS, on December 17, 2019, the City Council of the City of Grand Prairie, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 10776-2019 expanding the boundaries and extending the term of Reinvestment Zone Number Three, City of Grand Prairie, Texas (the "Zone"); and

WHEREAS, on August 1, 2023, the City Council of the City of Grand Prairie, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 11399-2023 expanding the boundaries and extending the term of Reinvestment Zone Number Three, City of Grand Prairie, Texas (the "Zone"); and

WHEREAS, the City Council of the City of Grand Prairie, Texas, now desires to further amend Reinvestment Zone Number Three, City of Grand Prairie, Texas, to expand the boundaries of the existing Reinvestment Zone Number Three and extend the term; and

WHEREAS, upon approval of this Ordinance, Reinvestment Zone Number Three, City of Grand Prairie, Texas, will consist of noncontiguous land, as described and depicted in Exhibits " A " and " B " of this Ordinance, a copy of which is attached hereto and is incorporated herein for all purposes; and

WHEREAS, Section 311.01 l(e) of the Texas Tax Code, in pertinent part provides, "If an amendment reduces or increases the geographic area of the zone, increases the amount of bonded indebtedness to be incurred, increases or decreases the percentage of a tax increment to be contributed by a taxing unit, increases the total estimated project costs, or designates additional property in the zone to be acquired by the municipality or county, the approval must be by ordinance or order, as applicable, adopted after a public hearing that satisfies the procedural requirements of Sections 311.003(c) and (d);" and

WHEREAS, pursuant to and as required by the Act, the City has prepared an Amended Preliminary Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Number One, City of Grand Prairie, attached as Exhibit C (hereinafter referred to as the "Preliminary Project and Finance Plan") for a proposed tax increment reinvestment zone containing the real property within the Zone; and

WHEREAS, notice of the public hearing on the expansion of the proposed zone was published in a newspaper having general circulation in the City on April 5, 2024, which date is before the seventh (7th) day before the public hearing held on April 16, 2024; and

WHEREAS, at the public hearing on April 16, 2024, interested persons were allowed to speak for or against the expanded boundaries of the Zone, the extension of the term, and the concept of tax increment financing, and owners of property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone; the public hearing was held in full accordance with Section 311.003(c) of the Act; and

WHEREAS, evidence was received and presented at the public hearing on April 16, 2024, and in favor of the amendment of the Zone; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on April 16, 2024; and

WHEREAS, the City has taken all actions required to expand the Zone including, but not limited to, all actions required by the home-rule Charter of the City, the Act, the Texas Open Meetings Act (defined herein), and all other laws applicable to the creation of the Zone; and

WHEREAS, the percentage of the property in the proposed zone, excluding property that is public owned, that is used for residential purposes is less than thirty percent; and

WHEREAS, a Preliminary Project and Finance plan has been prepared for the proposed expanded reinvestment zone.

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

## SECTION 1. RECITALS INCORPORATED.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

## SECTION 2. FINDINGS.

That the City Council, after conducting the above described hearing and having heard the evidence and testimony presented at the hearing, has made the following findings and determined based on the evidence and testimony presented to it:
(a) That the public hearing on the expansion of the reinvestment zone and extension of the term has been properly called, held, and conducted and that notice of such hearing has been published as required by law; and
(b) That the expansion of the reinvestment zone with boundaries as described and depicted in Exhibits " $\boldsymbol{A}$ " and " $\boldsymbol{B}$ " will result in benefits to the City, its residents and property owners, in general, and to the property, residents, and property owners in the reinvestment zone; and
(c) That the expanded reinvestment zone, as defined in Exhibits " $\boldsymbol{A}$ " and " $\boldsymbol{B}$ ", meets the criteria for the creation of a reinvestment zone set forth in the Act in that:

1. It is a geographic area located wholly within the City limits and extraterritorial jurisdiction of the City; and
2. That the City Council further finds and declares that the proposed zone meets the criteria and requirements of Section 311.005 of the Texas Tax Code because the proposed zone is predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the City or county.
(d) That 30 percent or less of the property in the proposed reinvestment zone, excluding property dedicated to public use, is currently used for residential purposes; and
(e) That the total appraised value of all taxable real property in the proposed reinvestment zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed 25 percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and
(f) That the improvements in the proposed reinvestment zone will significantly enhance the value of all taxable real property in the proposed reinvestment zone and will be of general benefit to the City or county; and
(g) That the development or redevelopment of the property in the proposed reinvestment zone will not occur solely through private investment in the reasonable foreseeable future.

## SECTION 3. DURATION OF THE ZONE.

That the expanded Zone shall take effect immediately upon the passage and approval of this Ordinance, consistent with Section 311.004(a)(3) of the Act, and termination of the Zone shall occur upon any of the following: (i) on December 31, 2041 for the original boundaries of the TIRZ and for those parcels added to the TIRZ with the boundary expansion included in the December 17, 2019 amendment; (ii) on December 31, 2063 (with the final year's tax increment to be collected by September 1, 2064) for Area Development Zone Number 11 which was added to the TIRZ with the boundary expansion included in the August 1, 2023 amendment; (iii) on December 31, 2084 (with the final year's tax being collected by September 1, 2085 for Area Development Zones Numbers 9 and 10 which were added to the TIRZ with the boundary expansion included in the August 1, 2023 amendment and also for Area Development Zone Number 9A which was added to the TIRZ with the boundary expansion included in this April 16, 2024 amendment, (iv) at an earlier time designated by subsequent ordinance; or (v) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act.

## SECTION 4. TAX INCREMENT BASE

That the Tax Increment Base for the original boundaries of the TIRZ is the total appraised value of all real property taxable by the City and located in the TIRZ, determined as of January 1, 1999, when the TIRZ was designated, and for those parcels added to the TIRZ with the boundary expansion included in the December 17, 2019 amendment, the appraised value is to be determined as of January 1, 2019. The Tax Increment Base for those parcels added to the TIRZ with the boundary expansion included in the August 1, 2023 amendment, the appraised value is to be determined as of January 1, 2023. The Tax Increment Base for those parcels added to the TIRZ with this boundary expansion included in this April 16, 2024 amendment, the appraised value is to be determined as of January 1, 2024.

## SECTION 5. SEVERABILITY CLAUSE.

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

## SECTION 6.

OPEN MEETINGS.
It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

## SECTION 7. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the City Charter.

# PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 16TH DAY OF APRIL 2024. 

## APPROVED:

Ron Jensen, Mayor

ATTEST:
APPROVED TO FORM:

Mona Lisa Galicia, City Secretary
Maleshia B. McGinnis, City Attorney

## EXHIBIT A BOUNDARY DESCRIPTION

Grand Prairie TIRZ \#3 is noncontiguous and is made up of eleven area development zones (ADZ).

## ADZ \#1

Beginning at the point where Lake Ridge Parkway meets the northwestern boundary of Property ID 28JOEPOOLLANDES00, thence

Following the boundary of Property ID 28JOEPOOLLANDES00, continuing across Lake Ridge Parkway to the point it meets the western boundary of Dallas County, thence

North along the western boundary of Dallas County to the point it meets where Lake Ridge Parkway meets the northwestern boundary of Property ID 28JOEPOOLLANDES00, which is the point of beginning.

## ADZ \#2

Beginning at the point where the northwest corner Property ID 05658446 meets the southern right of way boundary of Howell Street, thence

East along the southern right of way boundary of Howell Street to the point it meets the southwest corner of Property ID 10722319, thence

North to the southern right of way boundary of E Abram Street, thence
East along the southern right of way boundary of E Abram Street to the point it meets the western right of way boundary of S Great Southwest Parkway, thence

South along the western right of way boundary of S Great Southwest Parkway to the point it meets the northern right of way boundary of Timberlake Drive, thence
West along the northern right of way boundary of Timberlake Drive, to the point it meets the western boundary of the City of Grand Prairie, thence

Following the western boundary of the City of Grand Prairie west then north, to the point it meets the northwest corner Property ID 05658446 where it meets the southern right of way boundary of Howell Street, which is the point of beginning.

## ADZ \#3

Property ID 40779726, described as SHEFFIELD VILLAGE PH 4, 5 \& 6 ADN Block 3 Lot B.

## ADZ \#4

Beginning at the point where the northern boundary of Property ID 03956407 meets the western right of way of S Great Southwest Parkway, thence

South along the eastern boundary of Property ID 03956407 to the point it meets Property ID 41506669 , thence
South across Kingswood Boulevard to the eastern boundary of Property ID 04641809, thence
South along the eastern boundary of Property ID 04641809 to the point it meets the northern right of way boundary of W Camp Wisdom Road, thence

South to the southern right of way boundary of W Camp Wisdom Road, thence
East along the southern right of way boundary of W Camp Wisdom Road to the point it meets the western right of way boundary of Bee Drive, thence
South along the western right of way boundary of Bee Drive to the point it meets the eastern right of way boundary of Lake Ridge Parkway, thence

South along the eastern right of way boundary of Lake Ridge Parkway to the point it meets the eastern corner of Property ID 04009568, thence

West along the southern boundary of Property ID 04009568 to the point it meets Property ID 04012305 , thence

West along the southern boundary of Property ID 04012305 to the point it meets Property ID 04012208 , thence
West along the southern boundary of Property ID 04012208 to the point it meets Property ID 07169086, thence West along the southern boundary of Property ID 07169086 to the point it meets Property ID 07037252, thence West along the southern boundary of Property ID 07037252 to the point it meets the eastern right of way boundary of Webb Lynn Road, thence
West across Webb Lynn Road to Property ID 03769372, thence
West along the southern boundary of Property ID 03769372 to the point it meets the eastern right of way boundary of S State Highway 360, thence
North along the eastern right of way boundary of S State Highway 360 to the point it meets the northern boundary of Property ID 04012267, thence

East along the northern boundary of Property ID 04012267 to the point it meets Property ID 07169086 , thence
East along the northern boundary of Property ID 07169086 to the point it meets Property ID 04012208 , thence
East along the northern boundary of Property ID 04012208 to the point it meets Property ID 04012194 , thence
East along the northern boundary of Property ID 04012194 to the point it meets the western right of way boundary of Lake Ridge Parkway, thence
North along the western right of way boundary of Lake Ridge Parkway to the point it meets the southeast corner of Property ID 41537750, thence

West along the southern boundary of Property ID 41537750 to the point it meets Property ID 41537769 , thence
West along the southern boundary of Property ID 41537769 to the point it meets Property ID 05976901, thence
North along the western boundary of Property ID 05976901 to the point it meets Property ID 05976898, thence
North along the western boundary of Property ID 05976898 to the point it meets Property ID 41601939, thence
North along the western boundary of Property ID 41601939 to the point it meets the southern right of way boundary of W Camp Wisdom Road, thence

North across W Camp Wisdom Road to the southwest corner of Property ID 04641809, thence
West along the northern right of way boundary of W Camp Wisdom Road to the point it meets the southwest corner of Property ID 03921425, thence

North along the western boundary of Property ID 03921425 to the point it meets Martin Barnes Road, thence
East across Martin Barnes Road to the point it meets Property ID 04641795, thence
North along the eastern right of way boundary of Martin Barnes Road to the point it meets Kingswood Boulevard, thence
North across Kingswood Boulevard to the point it meets Property ID 03956407, thence
North along the western boundary of Property ID 03956407, to the point where the northern boundary of Property ID 03956407 meets the western right of way of $S$ Great Southwest Parkway, which is the point of beginning.

## ADZ \#5

Beginning at the point where the southern right of way boundary of Ragland Road and the western right of way boundary of N Day Miar Road meet the corner of Property ID 42232862, thence

South along the western right of way boundary of N Day Miar Road to the point it meets the eastern corner of Property ID 03734072 , thence

West along the southern boundary of Property ID 03734072 to the point it meets Property ID 03895076, thence
South along the eastern boundary of Property ID 03895076 to the point it meets Property ID 03895106, thence
West along the southern boundary of Property ID 03895106 to the point it meets Property ID 05978408, thence
West along the southern boundary of Property ID 05978408 to the point it meets the eastern right of way boundary of S State Highway 360, thence

North along the eastern right of way boundary of S State Highway 360 to the point it meets the southwest corner of P . Item 31 . 42232862, thence
North along the western boundary of Property ID 42232862 to the point it meets the southern right of way boundary of Ragland Road and the western right of way boundary of N Day Miar Road, which is the point of beginning.

## ADZ \#6

Beginning at the point where Property ID 273808 meets the western right of way boundary of FM 661, thence
South along the eastern boundary of Property ID 273808 to the point it meets Property ID 248355, thence
South along the eastern boundary of Property ID 248355 to the point it meets Property ID 186708, thence
East along the boundary of Property ID 186708, continuing south along the boundary to the point it meets Property ID 186716, thence

South along the boundary of Property ID 186716, continuing south along the boundary to the point it meets the western boundary of the City of Grand Prairie, thence
North along the western boundary of the City of Grand Prairie as it runs along the eastern right of way boundary of S State Highway 360 to the point it meets Property ID 186699, thence
North along the western boundary of Property ID 186699, continuing east along the boundary until it meets Property ID 273808, thence

East along the northern boundary of Property ID 273808 to the point it meets the western right of way boundary of FM 661, which is the point of beginning.

## ADZ \#7

Beginning at the northwest corner of Property ID 28021690010010000 where it meets the southern right of way boundary of W Crossland Boulevard, thence
East along the southern right of way boundary of W Crossland Boulevard to the point it meets the western right of way boundary of S Carrier Parkway, thence

South along the western right of way boundary of S Carrier Parkway, along the eastern boundary of Property ID
28021680010020000, thence
East across S Carrier Parkway to the northwest corner of Property ID 28125000010030000 , thence
East along the northern boundary of Property ID 28125000010030000 , continuing south along the boundary to the point it meets Property ID 28110450011R10000, thence
East along the northern boundary of Property ID 28110450011R10000, continuing south along the boundary to the point it meets Property ID 28110450011R20000, thence

West along the southern boundary of Property ID 28110450011 R20000 to the point it meets S Carrier Parkway, thence
West across S Carrier Parkway to the point it meets Property ID 280216800107 C0000, thence
South along western right of way boundary of S Carrier Parkway to the point it meets the southeast corner of Property ID 28021680010080000, thence
West along the northern right of way boundary of Interstate 20 to the point it meets the southwest corner of Property ID 28021680010050000, thence
North along the western boundary of Property ID 28021680010050000 to the point it meets Property ID 28021680010010000, thence

North along the western boundary of Property ID 28021680010010000 to the point it meets Property ID 28021680010090000, thence

North along the western boundary of Property ID 28021680010090000 , continuing east along the boundary to the point it meets Property ID 28021690010010000 , thence
North along the western boundary of Property ID 28021690010010000 to the point it meets the southern right of way boundary of W Crossland Boulevard, which is the point of beginning.

ADZ \#8 consists of two non-contiguous areas, one north of ADZ \#1, within Tarrant County, and one south of ADZ \#1, within Dallas County.

North of ADZ \#1: Beginning at the point where the eastern corner of Property ID 04009568 meets the western right of way boundary of Lake Ridge Parkway, thence

South along the western right of way boundary of Lake Ridge Parkway to the point it meets the eastern boundary of Tarrant County, thence

North across Lake Ridge Parkway to the eastern right of way boundary of Lake Ridge Parkway, thence
North along the eastern right of way boundary of Lake Ridge Parkway to the point it meets the southwest corner of Property ID 04009533 , thence

West across Lake Ridge Parkway to the point where the eastern corner of Property ID 04009568 meets the western right of way boundary of Lake Ridge Parkway, which is the point of beginning.

South of ADZ \#1: Beginning at the southern border of the original Dallas county boundaries of TIRZ \#3, where it meets the eastern right of way boundary of Lake Ridge Parkway, thence

South along the eastern right of way boundary of Lake Ridge Parkway, across Joe Pool Lake, to the point Lake Ridge Parkway meets the City of Grand Prairie limit, thence

West across Lake Ridge Parkway to the western right of way boundary of Lake Ridge Parkway, thence
North along the western right of way boundary of Lake Ridge Parkway to the point it meets the original Dallas county boundaries of TIRZ \#3, thence

East across Lake Ridge Parkway to the point where the southern border of the original Dallas county boundaries of TIRZ \#3 meets the eastern right of way boundary of Lake Ridge Parkway, which is the point of beginning.

## ADZ \#9

Beginning at the point where Property ID 184414 meets the southern right of way boundary of Highway 287, thence
South along the southern right of way boundary of Highway 287 to the point it meets the northeast corner of Property ID 245944, thence

South along the eastern boundary of Property ID 245944 to the point it meets the eastern right of way boundary of Old Fort Worth Road, thence

South along the eastern right of way boundary of Old Fort Worth Road to the point it meets the southeast corner of Property ID 190600, thence

West along the southern boundary of Property ID 190600 to the point it meets Property ID 261508, thence
South along the eastern boundary of Property ID 261508 to the point it meets the northwest corner of Property ID 261509, thence

East along the northern boundary of Property ID 261509 to the point it meets the northwest corner of 196791, thence
East along the northern boundary of Property ID 196791, continuing south along the eastern boundary of Property ID 196791 to the point it meets Property ID 216966, thence

South along the eastern boundary of Property ID 216966 to the point it meets Miller Road, thence
South across Miller Road, continuing south along the eastern extraterrestrial jurisdiction boundary of the City of Grand Prairie and the eastern boundary of Property ID 181916, to the point it meets the southern right of way boundary of Weatherford Road, thence

West along the southern right of way boundary of Weatherford Road to the point it meets the eastern boundary of Miller Road, thence

South along the eastern boundary of Miller Road to the point it meets the southeast corner of Property ID 186390, thence
West along the southern boundary of Property ID 186390 to the point it meets Property ID 181262, thence

West along the southern boundary of Property ID 181262 to the point it meets Property ID 186389 , thence
West along the southern boundary of Property ID 186389 to the point it meets V V Jones Road, thence
South along the western right of way boundary of V V Jones Road to the point it meets the southeast corner of Property ID 179554, thence

West along the southern boundary of Property ID 179554 to the point it meets Property ID 179553, thence
West along the southern boundary of Property ID 179553, thence
North along the western boundary of Property ID 179553 to the point it meets Property ID 277740, thence
North along the western boundary of Property ID 277740 to the point it meets the western boundary of Ellis County, thence
North along the western boundary of Ellis County to the point it meets the extraterritorial jurisdiction boundary of the City of Grand Prairie, thence

Following the extraterritorial jurisdiction boundary of the City of Grand Prairie to the point it meets the northern corner of Property ID 184414 where it meets the southern right of way boundary of Highway 287, which is the point of beginning.


#### Abstract

ADZ\#9A BEING a 35.588 acre tract of land situated in The J. Stewart Survey, Abstract Number 961, located in Ellis County, Texas, being all of a tract of land described in the Special Warranty Deed to Bloomfield Homes, L.P. recorded in Instrument Number 2156572, Official Public Records, Ellis County, Texas (OPRECT), said 35.588 acre tract as determined from a survey by Desireé L. Hurst, RPLS 6230 on October 02, 2023 (ground distances are expressed in US survey feet using a project combined scale factor of 1.000072449 ) being more particularly described as follows:

BEGINNING at a found aluminum disk stamped "TxDOT" having Texas Coordinate System of the North American Datum of 1983 (2011) EPOCH 2010, North Central Zone (4202) Grid Coordinates of Northing 6870345.4 and Easting 2412541.7, at the northeast corner of said Bloomfield Homes tract, the southeast corner of land described AS Tract 3 in Special Warranty Deed to Soap Box Partners LP recorded in Instrument Number 2156131, OPRECT and the West right-of-way line of State Highway No. 287, a variable width right-of-way, recorded in Volume 1741, Page 927 Deed Records, Ellis County Texas (DRECT);

THENCE with the east line of said Bloomfield Homes tract and the west right-of-way line of said State Highway No. 287 the following three (3) courses and distances:


1. South 46 degrees 34 minutes 48 seconds East, a distance of 160.33 feet to a found $1 / 2^{\prime \prime}$ iron rod;
2. South 46 degrees 33 minutes 02 seconds East, a distance of 438.46 feet to a found $1 / 2^{\prime \prime}$ iron rod with an illegible cap;
3. South 52 degrees 19 minutes 24 seconds East, a distance of 510.07 feet to a found $1 / 2^{\prime \prime}$ iron rod with a cap stamped "RPLS 4818 at the most east corner of said Bloomfield Homes tract and on the north line of a called 11.96 acre tract described in Deed to Southland Contracting Inc. recorded Volume 1968, Page 6815, DRECT and further described in Volume 2109, Page 319, DRECT;

THENCE South 58 degrees 48 minutes 19 seconds West, with the southeast line of said Bloomfield Homes tract and the north line of said 11.96 acre tract, a distance of 442.27 feet to a found $5 / 8$ " iron rod at an inner ell corner of said Bloomfield Homes tract and the northwest corner of a said 11.96 acre tract;

THENCE South 30 degrees 53 minutes 53 seconds East, with an inner east line of said Bloomfield Homes tract and the west line of said 11.96 acre tract, a distance of 832.45 feet to a found $1 / 2^{\prime \prime}$ iron rod at the southeast corner of said Bloomfield Homes tract, the southwest corner of a said 11.96 acre tract and on the north line of a called 29.643 acre tract to Quinn Huynh and Kim Bui recorded in Instrument Number 1736137, OPRECT;

THENCE South 59 degrees 36 minutes 39 seconds West, with the south line of said Bloomfield Homes tract and the north line of said 29.643 acre tract, at a passing distance of 767.06 feet a found $1 / 2$ " iron rod, and continuing a total distance of 792.06 feet to a point in the approximate centerline of Old Fort Worth Road;

THENCE North 30 degrees 47 minutes 45 seconds West, with the approximate centerline of said Old Fort Worth Road and the west line of said Bloomfield Homes tract, a distance of 541.72 feet to a point in the approximate centerline of said Old $F$

THENCE North 59 degrees 10 minutes 50 seconds East, at a passing distance of 25.05 feet a found $5 / 8$ " aluminum disk stamped "Brazos Electric Waco S-3" continuing along a total distance of 320.17 feet to a found $5 / 8$ " aluminum disk stamped "Brazos Electric Waco S-3" at the southeast corner of a called 2.0000 acre tract to Brazos Electric Power Cooperative, INC. recorded in Volume 1192, Page 654, DRECT

THENCE North 30 degrees 49 minutes 10 seconds West, a distance of 295.16 feet to a found $5 / 8^{\prime \prime}$ aluminum disk stamped "Brazos Electric Waco S-3" at the northeast corner of said 2.0000 acre tract;

THENCE South 59 degrees 10 minutes 50 seconds West, at a passing distance of 295.05 feet a found $5 / 8$ " aluminum disk stamped "Brazos Electric Waco S-3" continuing a total distance of 320.05 feet to a point in the approximate centerline of said Old Fort Worth Road;

THENCE with the approximate centerline of said Old Fort Worth Road the following three (3) courses and distances:

1. North 30 degrees 47 minutes 45 seconds West, a distance of 747.81 feet to a point for corner;
2. North 59 degrees 35 minutes 14 seconds East, a distance of 2.79 feet to a point for corner;
3. North 30 degrees 17 minutes 54 seconds West, a distance of 45.40 feet to a found mag nail with washer stamped "YPASSOCIATES.COM" at the northwest corner of said Bloomfield Homes tract and the south corner of said Tract 3;

THENCE North 43 degrees 18 minutes 19 seconds East, with the north line of said Bloomfield Homes tract and the south line of said Tract 3, a distance of 914.79 feet to the POINT OF BEGINNING and containing 35.588 acres, or $1,550,222$ square feet of land, more or less.


#### Abstract

ADZ \#10 Beginning at the point where the eastern boundary of Property ID R000008055 and the extraterritorial jurisdiction boundary of the City of Grand Prairie meet the eastern boundary of Johnson County, thence

West along the extraterritorial jurisdiction boundary of the City of Grand Prairie to the point it meets the eastern right of way boundary of County Road 511, thence

South along the eastern right of way boundary of County Road 511 to the point it meets Property ID R000021410, thence South along the western boundary of Property ID R000021410 to the point it meets Property ID R000021411, thence South along the western boundary of Property ID R000021411 to the point it meets the Country Road 506, thence West along the northern boundaries of Property IDs R000021430 and R000021431 to the point it meets Property ID R000018613, thence

South along the western boundary of Property ID R000018613, continuing south along the western boundaries of Property IDs R000012507 and R000012508 to the point it meets County Road 619, thence


South along the western right of way boundary of County Road 619 to the point it meets the southeast corner of Property ID R000012498, thence

West along the southern boundary of Property ID R000012498 to the point it meets the northwest corner of Property ID R000012513, thence

South along the western boundary of Property ID R000012513 to the point it meets Property ID R000092429, thence South along the western boundary of Property ID R000092429 to the point it meets Property ID R000012503, thence South along the western boundary of Property ID R000012503 to the point it meets Property ID R000001865, thence South along the western boundary of Property ID R0000001865 to the point it meets County Road 502, thence East along the southern right of way boundary of County Road 502 to the point it meet Property ID R000001820, thence South and then north along the boundary of Property ID R000001820 to the point the northeast corner meets the eastern boundary of Johnson County, thence the extraterritorial jurisdiction boundary of the City of Grand Prairie meet the eastern boundary of Johnson County, which is the point of beginning.

## ADZ \#11

ADZ \#11 consists of 1,200.43 acres, consisting of three contiguous tracts, including 1) Tract 1 in the extraterritorial jurisdiction of the City of Grand Prairie, consisting of 1,045 acres, 2) Tract 2 in the City limits consisting of 94.12 acres, and 3) Tract 3 in the City limits consisting of 61.31 acres.

## 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-OFWAY), 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 $30^{\circ} 377^{\prime 2} 22^{\prime \prime}$ 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 $59^{\circ} 28^{\prime} 48^{\prime \prime}$ 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 59ㄴㄴ́ㄴ" 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 $00^{\circ} 25^{\prime} 19{ }^{\prime \prime}$ 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 $80^{\circ} 44^{\prime} 05^{\prime \prime}$ 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 $00^{\circ} 34^{\prime} 32^{\prime \prime}$ 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 $80^{\circ} 39^{\prime} 59^{\prime \prime}$ 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 $00^{\circ} 39^{\prime} 30$ " WEST, A DISTANCE OF 1020.64 FEET TO A SET $1 / 2$ INCH IRON ROD WITH A "GAI" CAP FOR A POINT;

NORTH $00^{\circ} 18^{\prime} 44$ " WEST, A DISTANCE OF 377.75 FEET TO A SET $1 / 2$ INCH IRON ROD WITH A "GAI" CAP FOR A POINT;

NORTH $74^{\circ} 18^{\prime} 19$ " EAST, A DISTANCE OF 313.49 FEET TO A SET $1 / 2$ INCH IRON ROD WITH A "GAI" CAP FOR A POINT;

SOUTH $84^{\circ} 01$ '57" EAST, A DISTANCE OF 690.12 FEET TO A SET $1 / 2$ INCH IRON ROD WITH A "GAI" CAP FOR A POINT;
NORTH $67^{\circ} 27$ '25" WEST, A DISTANCE OF 467.88 FEET TO A SET $1 / 2$ INCH IRON ROD WITH A "GAI" CAP FOR A POINT;

NORTH $06^{\circ} 00^{\prime} 25^{\prime \prime}$ WEST, A DISTANCE OF 1605.91 FEET TO A SET $1 / 2$ INCH IRON ROD WITH A "GAI" CAP FOR A POINT;

NORTH $34^{\circ} 58^{\prime} 18$ " EAST, A DISTANCE OF 449.38 FEET TO A SET $1 / 2$ INCH IRON ROD WITH A "GAI" CAP FOR A POINT;

SOUTH $87^{\circ} 16^{\prime} 02^{\prime \prime}$ EAST, A DISTANCE OF 508.67 FEET TO A SET $1 / 2$ INCH IRON ROD WITH A "GAI" CAP FOR A POINT;

NORTH $03^{\circ} 14^{\prime} 20$ " EAST, A DISTANCE OF 467.31 FEET TO A SET $1 / 2$ INCH IRON ROD WITH A "GAI" CAP FOR A POINT;

NORTH $29^{\circ} 577^{\prime} 57$ " WEST, A DISTANCE OF 469.84 FEET TO A SET $1 / 2$ INCH IRON ROD WITH A "GAI" CAP FOR A POINT;
NORTH $63^{\circ} 28^{\prime} 38^{\prime \prime}$ 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 $00^{\circ} 444^{\prime} 59$ " WEST, A DISTANCE OF 314.29 FEET TO A SET $1 / 2$ INCH IRON ROD WITH A "GAI" CAP FOR A POINT;

NORTH $00^{\circ} 22^{\prime} 03$ " WEST, A DISTANCE OF 342.47 FEET TO A SET $1 / 2$ INCH IRON ROD WITH A "GAI" CAP FOR A POINT;

NORTH $51^{\circ} 17$ ' 16 " WEST, A DISTANCE OF 518.01 FEET TO A SET $1 / 2$ INCH IRON ROD WITH A "GAI" CAP FOR A POINT;

NORTH $28^{\circ} 37^{\prime} 06^{\prime \prime}$ EAST, A DISTANCE OF 559.09 FEET TO A FOUND ALUMINUM ARMY CORP OF ENGINEERS MONUMENT FOR A POINT;

NORTH $50^{\circ} 53^{\prime} 29$ " EAST, A DISTANCE OF 867.05 FEET TO A FOUND ALUMINUM ARMY CORP OF ENGINEERS MONUMENT FOR A POINT;

NORTH $16^{\circ} 55^{\prime} 44$ " 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 8956'00" 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 $00^{\circ} 04^{\prime} 27^{\prime \prime}$ WEST, LEAVING THE SAID SOUTH LINE OF THE GRAND PRAIRIE TRACT, AN Item 31. 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 8950'14" 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 $00^{\circ} 08^{\prime} 12^{\prime \prime}$ 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 8951'04" 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 43³7'04" 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 59³1'36" 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 $39^{\circ} 45^{\prime} 25$ " 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 $06^{\circ} 10^{\prime} 01^{\prime \prime}$ 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 $88^{\circ} 42^{\prime} 01$ " 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 $89^{\circ} 46^{\prime} 05^{\prime \prime}$ 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 $01^{\circ} 07{ }^{\circ} 09^{\prime \prime}$ 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 $83^{\circ} 27^{\prime} 27{ }^{\prime \prime}$ 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 IRON ROD WITH A "GAI" CAP, BEING THE NORTHWEST CORNER OF SAID TEXAS MIDSTREAM TRACT;
THENCE SOUTH $01^{\circ} 07^{\prime} 51^{\prime \prime}$ 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 $89^{\circ} 46^{\prime} 05^{\prime \prime}$ 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 $00^{\circ} 13^{\prime} 55^{\prime \prime}$ EAST, LEAVING THE SAID NORTH LINE OF, AND ALONG THE WEST LINE OF S $\neq$

ONE WINDSOR TRACT, A DISTANCE OF 1965.03 FEET TO A SET 1/2 INCH IRON ROD WITH A "GAI" CAP Item 31. THE SOUTHWEST CORNER OF SAID ONE WINDSOR TRACT;
THENCE SOUTH $83^{\circ} 32^{\prime} 55^{\prime \prime}$ 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 $00^{\circ} 16^{\prime} 39$ " 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 $28^{\circ} 35^{\prime} 03^{\prime \prime}$ 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 $28^{\circ} 35^{\prime} 55^{\prime \prime}$ 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 $24^{\circ} 18^{\prime} 13^{\prime \prime}$, AND A LONG CHORD WHICH BEARS SOUTH $16^{\circ} 26^{\prime} 49$ " 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 $04^{\circ} 17^{\prime} 42$ " 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 89³2'54" 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 $00^{\circ} 43^{\prime} 43^{\prime \prime}$ 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 $04^{\circ} 47^{\prime} 16^{\prime \prime}$ EAST, A DISTANCE OF 33.02 FEET TO A SET $1 / 2$ INCH IRON ROD WITH A "GAI" CAP FOR A POINT;
THENCE SOUTH $63^{\circ} 08^{\prime} 29$ " WEST, A DISTANCE OF 760.55 FEET TO A SET $1 / 2$ INCH IRON ROD WITH A "GAI" CAP FOR A POINT;

THENCE SOUTH $61^{\circ} 09^{\prime} 15$ " WEST, A DISTANCE OF 322.66 FEET TO A SET $1 / 2$ INCH IRON ROD WITH A "GAI" CAP FOR A POINT;

THENCE SOUTH $63^{\circ} 34^{\prime} 35^{\prime \prime}$ WEST, A DISTANCE OF 272.26 FEET TO A SET $1 / 2$ INCH IRON ROD WITH A "GAI" CAP FOR A POINT;

THENCE SOUTH $68^{\circ} 55^{\prime} 46$ " WEST, A DISTANCE OF 241.36 FEET TO A SET $1 / 2$ INCH IRON ROD WITH A "GAI" CAP FOR A POINT;

THENCE SOUTH $71^{\circ} 19$ ' 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 $80^{\circ} 23^{\prime} 15$ " WEST, A DISTANCE OF 1119.17 FEET TO A SET $1 / 2$ INCH IRON ROD WITH A "GAI" CAP FOR A POINT;

THENCE SOUTH $30^{\circ} 27^{\prime} 05$ " EAST, A DISTANCE OF 808.63 FEET TO A SET $1 / 2$ INCH IRON ROD WITH A "GAI" CAP FOR A POINT;
THENCE SOUTH $59^{\circ} 50^{\prime} 30$ " WEST, A DISTANCE OF 1658.80 FEET TO A SET $1 / 2$ INCH IRON ROD WITH A "GAI" CAP FOR A POINT;

THENCE NORTH $50^{\circ} 44^{\prime} 03$ " 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 DEE[

RANDOL MILL CAPITAL LLP, AS RECORDED IN VOLUME 2181, PAGE 1612, D.R.E.C.T.;
THENCE NORTH $81^{\circ} 42$ '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 $30^{\circ} 55^{\prime} 31$ " 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 $81^{\circ} 41^{\prime} 41^{\prime \prime}$ 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 $30^{\circ} 54^{\prime} 43 "$ 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 $58^{\circ} 50^{\prime} 54 "$ 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 $50^{\circ} 43^{\prime} 31$ " 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 $51^{\circ} 07^{\prime} 00$ " 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 $49^{\circ} 03^{\prime} 20^{\prime \prime}$ 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 $20^{\circ} 33^{\prime} 33^{\prime \prime}$ AND A LONG CHORD WHICH BEARS NORTH $50^{\circ} 38^{\prime} 59^{\prime \prime}$ 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 $47^{\circ} 29^{\prime} 39^{\prime \prime}$ 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 $30^{\circ} 46^{\prime} 51^{\prime \prime}$ 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 81² $2^{\prime} 35^{\prime \prime}$ 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 $50^{\circ} 44^{\prime} 03^{\prime \prime}$ 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 $59^{\circ} 50^{\prime} 300^{\prime \prime}$ EAST, A DISTANCE OF 1658.80 FEET TO A SET $1 / 2$ INCH IRON ROD WITH GA THENCE NORTH $30^{\circ} 27^{\prime} 05^{\prime \prime}$ WEST, A DISTANCE OF 808.63 FEET TO A SET $1 / 2$ INCH IRON ROD WITH GAI CAP; THENCE NORTH $80^{\circ} 23^{\prime} 15^{\prime \prime}$ EAST, A DISTANCE OF 1119.17 FEET TO A SET $1 / 2$ INCH IRON ROD WITH GAI CAP; THENCE NORTH $71^{\circ} 19^{\prime} 10$ " EAST, A DISTANCE OF 270.19 FEET TO A SET $1 / 2$ INCH IRON ROD WITH GAI CAP; THENCE NORTH $68^{\circ} 55^{\prime} 46{ }^{\prime \prime}$ EAST, A DISTANCE OF 241.36 FEET TO A SET $1 / 2$ INCH IRON ROD WITH GAI CAP; THENCE NORTH $63^{\circ} 34^{\prime} 35^{\prime \prime}$ EAST, A DISTANCE OF 272.26 FEET TO A SET $1 / 2$ INCH IRON ROD WITH GAI CAP; THENCE NORTH $61^{\circ} 09^{\prime} 155^{\prime \prime}$ EAST, A DISTANCE OF 322.66 FEET TO A SET $1 / 2$ INCH IRON ROD WITH GAI CAP; THENCE NORTH $63^{\circ} 08^{\prime} 29 "$ EAST, A DISTANCE OF 760.55 FEET TO A SET $1 / 2$ INCH IRON ROD WITH GAI CAP; THENCE NORTH $04^{\circ} 47^{\prime} 16^{\prime \prime}$ WEST, A DISTANCE OF 33.02 FEET TO A SET $1 / 2$ INCH IRON ROD WITH GAI CAP; THENCE NORTH $00^{\circ} 43^{\prime} 43^{\prime \prime}$ 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 $89^{\circ} 32^{\prime} 54 "$ 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 $00^{\circ} 42^{\prime} 37^{\prime \prime}$ 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 $04^{\circ} 47^{\prime} 16$ " 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 $29^{\circ} 51^{\prime} 04$ " WEST, A DISTANCE OF 133.25 FEET TO A SET $1 / 2$ INCH IRON ROD WITH GAI CAP; THENCE SOUTH $61^{\circ} 25^{\prime} 14{ }^{\prime \prime}$ WEST, A DISTANCE OF 290.88 FEET TO A SET $1 / 2$ INCH IRON ROD WITH GAI CAP; THENCE SOUTH $63^{\circ} 08^{\prime} 29^{\prime \prime}$ WEST, A DISTANCE OF 737.31 FEET TO A SET $1 / 2$ INCH IRON ROD WITH GAI CAP; THENCE SOUTH $61^{\circ} 09^{\prime} 15 "$ WEST, A DISTANCE OF 324.54 FEET TO A SET $1 / 2$ INCH IRON ROD WITH GAI CAP; THENCE SOUTH 63³4'35" WEST, A DISTANCE OF 305.87 FEET TO A SET $1 / 2$ INCH IRON ROD WITH GAI CAP; THENCE SOUTH 6855'46" WEST, A DISTANCE OF 274.83 FEET TO A SET $1 / 2$ INCH IRON ROD WITH GAI CAP; THENCE SOUTH $71^{\circ} 19^{\prime} 10$ " WEST, A DISTANCE OF 319.78 FEET TO A SET $1 / 2$ INCH IRON ROD WITH GAI CAP; THENCE SOUTH $80^{\circ} 23^{\prime} 15 "$ WEST, A DISTANCE OF 440.31 FEET TO A SET $1 / 2$ INCH IRON ROD WITH GAI CAP; THENCE SOUTH $30^{\circ} 27^{\prime} 05{ }^{\prime \prime}$ EAST, A DISTANCE OF 588.09 FEET TO A SET $1 / 2$ INCH IRON ROD WITH GAI CAP; THENCE SOUTH 5950'30" 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.

## TRACT 3

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-OFWAY), 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 50³9'14" WEST, A DISTANCE OF 1203.70 FEET TO A SET $1 / 2$ INCH IRON ROD WITH A "GAI" CAP F

POINT;
Item 31.
NORTH $50^{\circ} 53^{\prime} 38^{\prime \prime}$ WEST, A DISTANCE OF 58.13 FEET TO A SET $1 / 2$ INCH IRON ROD WITH A "GAI" CAP FOR A POINT;

NORTH 52³2'36" WEST, A DISTANCE OF 196.96 FEET TO A SET 1/2 INCH IRON ROD WITH A "GAI" CAP FOR A POINT;

NORTH $50^{\circ} 38^{\prime} 03^{\prime \prime}$ WEST, A DISTANCE OF 1181.10 FEET TO A SET $1 / 2$ INCH IRON ROD WITH A "GAI" CAP FOR A POINT;

NORTH $46^{\circ} 40^{\prime} 14$ " WEST, A DISTANCE OF 61.88 FEET TO A FOUND ALUMINUM DISK TX-DOT MONUMENT FOR A POINT;

NORTH $50^{\circ} 46^{\prime} 02^{\prime \prime}$ 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 6004'27" 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 $01^{\circ} 07^{\prime} 477^{\prime \prime}$ 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 $59^{\circ} 28^{\prime} 48$ " 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 $50^{\circ} 43^{\prime} 31^{\prime \prime}$ 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 $58^{\circ} 50^{\prime} 54^{\prime \prime}$ 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 $72^{\circ} 36^{\prime} 09^{\prime \prime}$ WEST, A DISTANCE OF 170.09 FEET TO A SET $1 / 2$ INCH IRON ROD WITH A "GAI" CAP FOR A POINT;

SOUTH $85^{\circ} 23^{\prime} 38^{\prime \prime}$ WEST, A DISTANCE OF 141.06 FEET TO A SET $1 / 2$ INCH IRON ROD WITH A "GAI" CAP FOR A POINT;

NORTH $57^{\circ} 25^{\prime} 06^{\prime \prime}$ 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 $46^{\circ} 28^{\prime} 11$ " WEST, A DISTANCE OF 221.97 FEET TO A SET $1 / 2$ INCH IRON ROD WITH A "GAI" CAP FOR A POINT;

SOUTH $30^{\circ} 00^{\prime} 31$ " 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.

EXHIBIT B


Tax Increment Reinvestment Zone \#3

## City of Grand Prairie, Texas



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TIRZ Boundary ..... 2
Current Conditions$\ldots$
$\square$ Proposed Development .....  4
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Grand Prairie, Texas, is centrally located in the Dallas-Fort Worth-Arlington Metropolitan Statistical Area and covers about 81 square miles. With a 2021 population of 197,347 , it is the 15th largest city in Texas and in the top 150 nationwide.

The city's northern border lies 5 to 10 minutes south of the Dallas-Fort Worth International Airport. Passing east and west through Grand Prairie and linking the city with major markets are Interstate 30, a strong entertainment and business corridor, and Interstate 20, developing as a significant retail and corporate location. Quick access to the Dallas-Fort Worth International Airport, the large local markets of Dallas and Fort Worth, and convenient rail and interstate highways continue to attract the new construction of warehouse, distribution and manufacturing buildings.

Local attractions within Grand Prairie include Epic Waters, a community-driven indoor waterpark showcasing 80,000 square-foot of year-round water fun, Lone Star Park, a Class 1 track featuring a European-style paddock and live racing on dirt and grass surfaces, The Theatre at Grand Prairie, a 6,350seat live performance hall, Action Park Grand Prairie, a $\$ 1.2$ million outdoor skate park, and much more



Tax Increment Reinvestment Zone \#3 (TIRZ) was created on July 13, 1999 by the City Council of the City of Grand Prairie, Texas by Ordinance No. 6097. The TIRZ was originally a contiguous area in both Dallas and Tarrant County. By tax year 2012, the City of Grand Prairie, Tarrant County, Tarrant County Hospital District and Tarrant County College ceased collection and payment of all increment from the Tarrant County parcels in the TIRZ as obligations for projects located in the Tarrant County portion of the zone were fully paid. The Dallas county portion of the zone remains in place, and can be seen on the map to the left in red. On December 17, 2019 the TIRZ was amended, expanding the boundaires to include seven additional noncontiguous areas and extending the term to December 31, 2041 (with the final year's tax increment to be collected by September 1, 2042). On August 1, 2023, City Council approved Ordinance 11399-2023 further expanding the TIRZ to include ADZ \#9, ADZ \#10, and ADZ \#11. For those areas added to the TIRZ in the August 1, 2023 amendment, the term expires December 31, 2063 (with the final year's tax increment to be collected by September 1, 2064). On April 16, 2024, City Council will consider an ordinance to further expanded the TIRZ to include ADZ \#9A and to extend the term for ADZ \#9 and \#10, and to set the term for ADZ \#9A, so that the term for ADZ \#9, \#9A, and \#10 will expire December 31, 2084 (with the final year's tax increment to be collected by September 1, 2085).
The goal is to continue to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions. TIRZ \#3 will promote the creation of commercial development consisting of retail, office, hotel, as well as residential development.
This amended project and financing plan outlines the funding of $\$ 4,204,504,307$ in public improvements related to streets, water and sewer improvements, parks and open spaces, and economic development grants. The TIRZ can fund these improvements through the contribution of the City's real property tax increment within the Zone. Without the implementation of the TIRZ, the specified property would impair the sound growth of the municipality.

Powers and Duties of Board of Directors

The board of directors of a reinvestment zone shall make recommendations to the governing body of the municipality or county that created the zone concerning the administration of this chapter in the zone. The governing body of the municipality by ordinance or resolution or the county by order or resolution may authorize the board to exercise any of the municipality's or county's powers with respect to the administration, management, or operation of the zone or the implementation of the project plan for the zone, except that the governing body may not authorize the board to:
(1) issue bonds;
(2) impose taxes or fees;
(3) exercise the power of eminent domain; or
(4) give final approval to the project plan.

In addition, the Texas Legislature, as a result of the Supreme Court case and other societal factors, has significantly limited and clarified that eminent domain may only be used by a municipality for a "public use" as opposed to a "public purpose." As stated above, the board of directors is not granted the power of eminent domain.

## Boundary Description

Grand Prairie TIRZ \#3 is noncontiguous and is made up of eleven area development zones (ADZ) consisting of approximately 10,063 acres.

ADZ \#1 consists of the original boundaries of the TIRZ originally created in 1999 and located within Dallas County. The expanded areas created in 2019 include ADZ \#2, \#3, \#4, and \#5 all within Tarrant County. Also added in 2019 is ADZ \#6 which is located in Ellis County and ADZ \#7 located in Dallas County. ADZ \#8 consists of portions of Lake Ridge Parkway north and south of ADZ \#1, and is located in both Tarrant and Dallas County. The areas included in the 2023 expansion include ADZ \#9 and ADZ \#11, which are located in Ellis County, and ADZ \#10 which is located in Johnson County. In 2024 an expansion is being considered to include ADZ \#9A located in Ellis County. Legal descriptions of each area are included in Appendix A of this Project and Financing Plan.


## Current Conditions

## Land Use

 entity, pursuant to Chapter 272 of the Local Government Code.

## Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of implementation.

## Zoning


It is not anticipated that there will be any changes to the master plan, building codes or other municipal ordinances or subdivision rules and regulations of the City at this time.

## Taxable Value Information


 value of which will be confirmed by the appraisal district.

## Area Redevelopment Zones

In 2019, DPED divided the TIRZ into eight Area Development Zones (ADZ) for the purpose of organizing ur projections for future development. ADZ \#1 consists of the original TIRZ boundaries located within Dallas County. ADZ \#1, 2, 3, 4, 5, and 6 represent areas where there is expected to be new development. In the case of ADZ \#7, limited new construction is anticipated, however there is the potential for redevelopment. ADZ \#8 consists of Lake Ridge Parkway north and south of ADZ \#1, and no new construction is anticipated
On August 1, 2023, City Council approved Ordinance 11399-2023 expanding the TIRZ to include three additional ADZs: ADZ\#9, ADZ \#10, and ADZ \#11. ADZ \#9 and ADZ \#11 are located in Ellis County. ADZ \#10 is located in Johnson County. The property within ADZ\#9, ADZ \#10, and ADZ \#11 is located within the City or the extraterritorial jurisdiction of the City of Grand Prairie.
On April 16, 2024, City Council will consider an ordinance to expand the TIRZ to include an additional ADZ: ADZ\#9A, located in Ellis County. The property within ADZ\#9A is located within the City of Grand Prairie.
The development projections for each ADZ were informed by available site plans for planned developments, land use plans, and insight from local market experts and industry trends. The following pages will highlight the available site plans used to inform projections for ADZ\#9, ADZ \#9A, ADZ \#10, and ADZ \#11.



 several years spanning the term of the TIRZ, and financed in part by incremental real property tax generated within the TIRZ.


|  | Projected <br> Completion Date | Square Feet | Units |  | Taxable Value |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| PSF |  |  |  |  |  |


|  | Projected Completion Date | Square Feet | Units |  | Taxable Value PSFIUNit |  | cremental Value | Sales PSF |  | Total Sales |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| AREA DEVELOPMENT ZONE \#9, \#9A, \& 10 |  |  |  |  |  |  |  |  |  |  |
| Mutififmily | 2029 |  | 238 | \$ | 150,000 | \$ | 35,665,500 |  |  |  |
| Multifamily | 2029 |  | 43 | \$ | 150,000 | \$ | 6,483,750 |  |  |  |
| Mutififamily | 2032 |  | 281 | \$ | 150,000 | \$ | 42,075,000 |  |  |  |
| Multifamily | 2035 |  | 283 | \$ | 150,000 | \$ | 42,480,000 |  |  |  |
| Multifamily | 2045 |  | 749 | \$ | 150,000 | \$ | 112,410,000 |  |  |  |
| Multifamily | 2045 |  | 288 | \$ | 150,000 | \$ | 43,200,000 |  |  |  |
| Multifamily | 2045 |  | 1,323 | \$ | 150,000 | \$ | 198,495,000 |  |  |  |
| Multifamily | 2043 |  | 865 | \$ | 150,000 | \$ | 129,780,000 |  |  |  |
| Mutififaily | 2032 |  | 96 | \$ | 150,000 | \$ | 14,325,000 |  |  |  |
| Mutifiamily | 2032 |  | 1,071 | \$ | 150,000 | \$ | 160,668,000 |  |  |  |
| Multifamily | 2038 |  | 400 | \$ | 150,000 | \$ | 60,000,000 |  |  |  |
|  |  | 18,459,656 | 10,670 |  |  | \$ 4,440,690,014 |  | \$ 337,990,752 |  |  |
| AREA DEVELOPMENT ZONE\#11 |  |  |  |  |  |  |  |  |  |  |
| Single Family | 2035 |  | 2,679 | \$ | 465,295 | \$ | 1,246,525,000 |  |  |  |
| Commercial | 2027 | 22,000 |  | \$ | 300 | \$ | 6,600,000 | \$300 |  | \$6,600,000 |
| Commercial | 2029 | 22,000 |  | \$ | 300 | \$ | 6,600,000 | \$300 |  | \$6,600,000 |
| Commercial | 2031 | 22,000 |  | \$ | 300 | \$ | 6,600,000 | \$300 |  | \$6,600,000 |
| Commercial | 2033 | 22,000 |  | \$ | 300 | \$ | 6,600,000 | \$300 |  | \$6,600,000 |
| Mutifiamily | 2027 |  | 338 | \$ | 150,000 | \$ | 50,700,000 |  |  |  |
| Mutifamily | 2029 |  | 338 | \$ | 150,000 | \$ | 50,700,000 |  |  |  |
| Mutifamily | 2031 |  | 338 | \$ | 150,000 | \$ | 50,700,000 |  |  |  |
| Multifamily | 2033 |  | 338 | \$ | 150,000 | \$ | 50,700,000 |  |  |  |
| Multifamily | 2036 |  | 337 | \$ | 150,000 | \$ | 50,550,000 |  |  |  |
|  |  | 88,000 | 4,368 |  |  | \$ | 1,526,275,000 |  | \$ | 26,400,000 |

## Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone \#3 that will be financed by in part by incremental real property tax generated within the TIRZ.

| Proposed Project Costs - TIRZ \#3 |  |  |  |
| :---: | :---: | :---: | :---: |
| Water Facilities and Improvements | \$ | 630,675,646 | 15.0\% |
| Sanitary Sewer Facilities and Improvements | \$ | 630,675,646 | 15.0\% |
| Storm Water Facilities and Improvements | \$ | 630,675,646 | 15.0\% |
| Transit/Parking Improvements | \$ | 168,180,172 | 4.0\% |
| Street and Intersection Improvements | \$ | 630,675,646 | 15.0\% |
| Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements | \$ | 420,450,431 | 10.0\% |
| Incremental Costs of Providing Municipal Services | \$ | 210,225,215 | 5.0\% |
| Economic Development Grants | \$ | 840,900,861 | 20.0\% |
| Administrative Costs | \$ | 42,045,043 | 1.0\% |
| Total | \$ | 4,204,504,307 | 100.0\% |

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code. The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The $\$ 4,204,504,307$ project cost total amount shall be considered an estimate on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

Sec. 311.010 (i) of the Texas Tax Code notes the authority of the board of directors to contract with the municipality that created the zone to allocate from the tax increment fund for the zone an amount equal o the tax increment produced by the municipality and paid into the tax increment fund for the zone to pay the incremental costs of providing municipal services incurred as a result of the creation of the zone or the development or redevelopment of the land in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration.

Chapter 311 of the Texas Tax Code

## Sec. 311.002.

(1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:
(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;
(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;
(C) real property assembly costs;
(D) professional service costs, including those incurred for architectural, planning, engineering, and egal advice and services;
(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;
(F) relocation costs;
(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;
(H) interest before and during construction and for one year after completion of construction, whether or not capitalized;
(I) the cost of operating the reinvestment zone and project facilities;
(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;
(K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and
(L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

## Method of Financing

To fund the public improvements outlined on the previous pages and the incremental costs of providing municipal services incurred as a result of the creation of the zone or the development or redevelopment of the land in the zone, the City of Grand Prairie will contribute $75 \%$ of its real property increment.

## Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

## Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the following pages.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, DPED has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

| Real Property Tax - 2023 Rates |  |  | Participation |
| :--- | :--- | :---: | :---: |
| City of Grand Prairie | 0.66000000 | $75 \%$ | 0.4950000 |
| Dallas County | 0.21571800 | $0 \%$ | 0.0000000 |
| Tarrant County | 0.19450000 | $0 \%$ | 0.0000000 |
| Tarrant County Hospital | 0.19450000 | $0 \%$ | 0.0000000 |
| Hill College - Venus | 0.03809800 | $0 \%$ | 0.0000000 |
| Ellis County | 0.25286200 | $0 \%$ | 0.0000000 |
| Ellis County Lat Road | 0.01967000 | $0 \%$ | 0.0000000 |
| Johnson County | 0.33500000 | $0 \%$ | 0.0000000 |
| Parkland | 0.21950000 | $0 \%$ | 0.0000000 |
| TCCD | 0.11217000 | $0 \%$ | 0.0000000 |
| DCCD | 0.11002800 | $0 \%$ | 0.0000000 |
| Arlington ISD | 1.11560000 | $0 \%$ | 0.0000000 |
| Cedar Hill ISD | 1.13260000 | $0 \%$ | 0.0000000 |
| Grand Prairie ISD | 1.09505000 | $0 \%$ | 0.0000000 |
| Mansfield ISD | 1.14920000 | $0 \%$ | 0.0000000 |
| Venus ISD | 1.18070000 | $0 \%$ | 0.0000000 |
| Midlothian ISD | 1.10920000 | $0 \%$ | 0.0000000 |

## ADZ\#1 : INPUT \& OUTPUT

- InPUT



| REAL PROPERTY TAX |  | PARTICIPATION |  |
| :---: | :---: | :---: | :---: |
| City of Grand Prairie | 0.66000000 | 75\% | 0.4950 |
| Dallas County | 0.21571800 | 0\% | 0.0000000 |
| Parkland | 0.21950000 | 0\% | 0.0000000 |
| DCCD | 0.11002800 | 0\% | 0.0000000 |
| Cedar Hill ISD | 1.13260000 | 0\% | 0.0000000 |
|  | 2.33784600 |  | 0.4950000 |


| PERSONAL PROPERTY TAX |  | PARTICIPATION |  |
| :---: | :---: | :---: | :---: |
| City of Grand Prairie | 6000000 | 0\% | 0.000000 |
| Dallas County | 0.21571800 | 0\% | 0.0000000 |
| Parkland | 0.21950000 | 0\% | 0.0000000 |
| DCCD | 0.11002800 | 0\% | 0.0000000 |
| Cedar Hill ISD | 1.13260000 | 0\% | 0.0000000 |
|  | 2.33784600 |  | 0.0000000 |



$\xlongequal{22,000,000}$
OUTPUT

| TOTAL TAX REVENUE |  | TOTAL |  | REAL PROPERTY |  | PERSONAL PROPERTY |  |  | SALES |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| City of Grand Prairie | 28.2\% | s | 3,071,979 | $=$ | 3,071,979 | + |  |  | + | \$ |  |
| Dallas County | 9.2\% | s | 1,004,062 | = | 1,004,062 | + | s |  | + | \$ |  |
| Parkland | 9.4\% | s | 1,021,666 | = | 1,021,666 | + | \$ |  | + | s |  |
| DCCD | 4.7\% | s | 512,127 | $=$ | 512,127 | + | s |  | + | s |  |
| Cedar Hill ISD | 48.4\% | s | 5,271,702 | = | 5,271,702 | + | s |  | + | s |  |
|  | 100.0\% |  | $10,881,537$ $1000 \%$ |  | $\frac{10,881,537}{10.0 \%}$ |  |  |  |  | s | 0.0\% |


| TOTAL PARTICIPATION |  |  | TOTAL | REAL PROPERTY |  |  | PERSONAL PROPERTY |  |  | SALES |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| City of Grand Prairie | 100.0\% | s | 2,303,984 | $=$ |  | 2,303,984 | + |  |  | + | s |  |
| Dallas County | 0.0\% | s |  | = |  |  | + |  |  | + | \$ |  |
| Parkland | 0.0\% | s | . | = | s | . | + |  |  | + | \$ |  |
| DCCD | 0.0\% | s |  | $=$ |  | . | + |  |  | + | s |  |
| Cedar Hill IS | 0.0\% | s |  | $=$ |  | . | + |  | . | + | s |  |
|  | 100.0 | s | 2,303,984 |  | s | $\frac{2,303,984}{100.0}$ |  |  | $0.0 \%$ |  | s | 0.0\% |


| NET BENEFIT |  |  | OTAL | REAL PROPERTY |  |  | PERSONAL PROPERTY |  |  | SALES |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| City of Grand Prairie | 9.0\% | s | 767,995 | = |  | 767,995 | + | s | . | + | \$ |  |
| Dallas County | 11.7\% | s | 1,04,062 | $=$ | s | 1,004,062 | + | s | . | + | s |  |
| Parkland | 11.9\% | s | 1,021,666 | $=$ | s | 1,021,666 | + | s | . | + | s |  |
| DCCD | 6.0\% | s | 512,127 | = | s | 512,127 | + | s | - | + | s |  |
| Cedar Hill ISD | 61.5\% | s | 5,271,702 | = | s | 5,271,702 | + | s |  | + | \$ |  |
|  | 0.0\% | s | ${ }_{\text {8,577,552 }}^{100.0}$ |  | s | ${ }_{\text {8,577,552 }}^{100 \%}$ |  | s | $\cdots$ |  | s | 0.0\% |

tax revenue projections \& cost-benefit analysis




| PERSONAL PROPERTY TAX |  | PARTICIPATION |  |
| :---: | :---: | :---: | :---: |
| City of Grand Prairie | 0.6600000 | 0\% | 0.0000000 |
| Tarrant County | 0.1945000 | 0\% | 0.0000000 |
| Tarrant County Hospital | 0.1945000 | 0\% | 0.0000000 |
| TCCD | 0.11217000 | 0\% | 0.0000000 |
| Arlington ISD | 1.11156000 | 0\% | 0.0000000 |
|  | 2.27677000 |  | 0.0000000 |




OUTPUT



- input


| Sales Tax Rate | 0.0200000 | $0.00 \%$ | 0.0000000 |
| :--- | :--- | :--- | :--- | :--- |



- output


| TOTAL PARTICIPATION |  | Total |  | REAL PROPERTY |  |  | PERSONAL PROPERTY |  | SALES |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| City of Grand Prairie | 100.0\% | s | 12,63, ${ }^{\text {a }}$, 33 | $\underline{=}$ |  | 12,636,353 | + | s | + | s |  |
| Tarrant County | 0.0\% | s |  | = | s |  | + | s | + | s |  |
| Tarant County Hospital | 0.0\% | s |  | = | s |  | + | s | + | 5 |  |
| ${ }^{\text {TCCD }}$ Aringon 1 SD | $\frac{0.0 \%}{0.0 \%}$ | s |  | $\underline{=}$ | s | . | $\stackrel{+}{+}$ | s | + | s |  |
|  | 100.0\% |  | ${ }^{12,686,353}$ |  | s | 12,636, |  | s |  | s |  |


| NET BENEFIT |  | Total |  | REAL PROPERTY |  |  | PERSONAL PROPERTY |  |  | ${ }_{\text {SALES }}$ |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| City of Grand Prairie | 25.9\% | 5 | 14,424,768 | = | ${ }^{\text {s }}$ | $4,212,118$ | + | s |  | + |  | 10,212,650 |
| Tarrant County | 8.9\% | s | 4,965,193 | = | s | 4,965,193 | + | s |  | + | s |  |
| Tarrant County Hospital | 8.9\% | s | 4,965,193 | = | s | 4,965,193 | + | s |  | + | s |  |
| TCCD | $\frac{5.1 \%}{511 \%}$ | $\frac{5}{5}$ |  | = | s | 2,863,474 | + | s |  | $\stackrel{+}{+}$ | s |  |
|  | 100.0\% | s | ${ }_{55,697,651}$ |  | s | 45,45,000 |  | s |  |  | s | 10,212,650 |

tax revenue projections \& cost-benefit analysis


## - input



## OIICOUNT RATE

| REAL PROPERTY TAX |  | PARTICPPAT |  |
| :---: | :---: | :---: | :---: |
| City fot frand Prarie | 0.6600000 | ${ }_{75 \%}$ | 0.455000 |
| Taranat County | 0.19495000 | \% |  |
| Tarant County Hospial | 0.19456000 | $0 \%$ | 0.0000 |
|  | 0.112177000 | \%\% | ${ }_{0}^{0.000}$ |




output




$$
\begin{aligned}
& \text { |NFLATIONRATE } 3.00 \% \\
& \text { DISCOUNT RATE }
\end{aligned}
$$

| EAL PROPERTY TAX |  | PARTICIPATION |  |
| :---: | :---: | :---: | :---: |
| City of Grand Prarie | 0.6600000 | 75\% | 0.4950 |
| Tarrant County | 0.1945000 |  | 0.0000 |
| Tarant County Hospital | 0.21950000 | 0\% | 0.0000000 |
| TCCD | 0.11002800 | 0\% |  |
| Mansfield ISD |  | 0\% |  |


| SoNAL PROPERTY TAX |  | PARTICIPATION |  |
| :---: | :---: | :---: | :---: |
| City of Grand Prairie | 0.66000000 | 0\% | 0.000000 |
| Tarrant County | 0.19450000 | 0\% | 0.000000 |
| Tarrant County Hospital | 0.21950000 | \% | 0.0000000 |
| Tcco | 0.1102800 | 0\% |  |
| Mansfield ISD | (1.14920000 | 0\% | ${ }^{0.0000000} 0$ |



| area develoment zone \#5 | Year | SFREA |  | $\frac{\text { REAL Pr }}{\text { SF }}$ |  | Y Value |  | $\frac{\text { PERSONA }}{\text { S/IF }}$ |  |  | S | LES | value |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Retail | ${ }_{2026}^{2026}$ | 4.000 | s | ${ }_{180}^{180}$ | s | 720,000 | s |  | s |  | ${ }_{250.00}^{250}$ | s | $1,000,000$ 250 |
| ${ }_{\text {Retail }}$ | ${ }_{2}^{2026}$ | 10,000 3 3,200 | s | 180 180 1 | s | $1,80,000$ <br> 576.00 |  |  | s | ${ }^{5}$ | 250.00 250 | s | $2.50,000$ <br> 800000 |
| Retaill | ${ }_{2026}$ | 4,700 | s | 180 | s | 846,000 |  |  | s | s | 250.00 | s | 1,175,000 |
| Retail | 2026 | 3,600 | s | 180 | s | 648,000 | s |  | s |  | 250.00 | s | 900,000 |
| Retail | 2026 | 6.500 | ${ }^{5}$ | 180 | s | $1.170,000$ |  |  |  |  | 250.00 | s | 1,62,.000 |
| Retaill | 202 | 6,500 | s | 180 | s | 1,170,000 |  |  | s | s | 250.00 | s | 1,625,000 |
| Hotel | 2022 |  | s | 110,000 | 5 | 12,10,000 |  |  | s |  |  | s |  |
| Retail | ${ }^{2028}$ | 10,000 | s | 180 | s | ${ }^{1,800,000}$ |  |  | s |  | 250.00 | s | 2,500,000 |
| ${ }_{\text {Retail }}$ | ${ }_{2020}^{2020}$ | ${ }_{6} 6,5000$ | s | 180 | s | $\xrightarrow{1,1,020,000}$ | s | . | s |  | 250.00 | s | 1, $1,250,0000$ |
| total |  | 34, 50,000 |  |  |  |  |  |  | $s$ |  |  | $s$ | 30,62,000 |




TAX Revenue projections \& cost-benefit analysis


- input

ADZ\#6 : INPUT \& OUTPUT

| INELATONRATE |
| :--- |

IISCOUNT RATE

| REAL R ROPERTY TAX |  | Parricipation |  |
| :---: | :---: | :---: | :---: |
| City of Grand Prarie | 0.6600000 | ${ }_{\text {75\% }}$ | ${ }_{0}^{0.49500000}$ |
| Elis Count Lat Road | 0.0 .19677000 | \% | 0.0000 |
|  | ${ }_{2}{ }^{\text {20417232000 }}$ |  | $\xrightarrow{0.045000}$ |





tax revenue projections \& cost-benefit analysis



| REAL PROPERTY TAX |  | PARTICIPATION |  |
| :---: | :---: | :---: | :---: |
| City of Grand Prairie | 0.66000000 | \% | 0.4950000 |
| Dallas County | 0.21571800 | 0\% | 0.0000000 |
| Parkland | 0.21950000 | 0\% | 0.0000000 |
| DCCD | 0.11002800 | 0\% |  |
| Grand Prairie ISD | 1.09505000 | 0\% | 0.0000000 |
| , | 2.30029600 |  | 0.4950000 |




OUTPUT

tax revenue projections \& cost-benefit andilysis



| REAL PROPERTY TAX |  | PARTICIPATION |  |
| :---: | :---: | :---: | :---: |
| City of Grand Prairie | 0.66000000 | \% | 0.4950000 |
| Tarrant County | 0.19450000 | 0\% | 0.0000000 |
| Tarrant County Hospital | 0.19450000 | 0\% | 0.0000000 |
| TCCD | 0.11217000 | 0\% | 0.0000000 |
| Arlington ISD | 1.11560000 | 0\% | 0.0000000 |
|  | 2.27677000 |  | 0.4950000 |


| PERSONAL PROPERTY TAX |  | PARTICIPATION |  |
| :---: | :---: | :---: | :---: |
| City of Grand Prairie | 0.66000000 | 0\% | 0.0000000 |
| Tarrant County | 0.19450000 | 0\% | 0.0000000 |
| Tarrant County Hospital | 0.19450000 | 0\% | 0.0000000 |
| TCCD | 0.11217000 | 0\% | 0.0000000 |
| Arlington ISD | 1.11566000 | 0\% | 0.0000000 |
|  | 2.27677000 |  | 0.0000000 |
| SALES TAX RATE | 0.0200 | 000 | 0000000 |



| TOTAL PARTICIPATION |  |  | TOTAL | REAL PROPERTY |  |  | PERSONAL PROPERTY |  | SALES |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| City of Grand Prairie | 0.0\% | s |  | $=$ |  |  |  |  | + | s |  |
| Tarrant County | 0.0\% | s |  | $=$ | s |  | + | s | + | s |  |
| Tarrant County Hospital | 0.0\% | s |  | = | s | . | + | s | + | s |  |
| TCCD | 0.0\% | s |  | = | s | - | + | s | + | s |  |
| Arlington ISD | 0.0\% | s |  | $=$ | s | - | + | s | + | s |  |
|  | 0.0\% | s | 0.0 |  | s | $\stackrel{-}{0.0 \%}$ |  | s |  | s |  |


| NET BENEFIT |  | TOTAL | REAL PROPERTY |  | PERSONAL PROPERTY |  |  | SALES |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| City of Grand Prairie | 0.0\% | s | $\underline{ }$ | s | + | s |  | + | s |  |
| Tarrant County | 0.0\% | s | $=$ | s | + | s |  | + | 5 |  |
| Tarrant County Hospital | 0.0\% | s | = | s | + | s |  | + | s |  |
| TCCD | 0.0\% | s | $\underline{=}$ | s | $\stackrel{+}{+}$ | s |  | + | s |  |
| Arlington ISD | 0.0\% | s | $=$ | s | + | s |  | + | s |  |
|  | 0.0\% |  |  | s |  | s |  |  | s |  |

TAX Revenue projections \& cost-benefit analysis

－input
ADZ\＃9 ：INPUT \＆OUTPUT
｜welation rate
IISCOONT RATE


| arson Proprit |  | PARTICPAI |  |
| :---: | :---: | :---: | :---: |
|  | O．028202000 | \％ |  |
| Elis count Lat Read |  | \％\％ | O．000 |


| SALESTAX RATE | 1 | 0.0020000 |
| :--- | :--- | :--- | :--- |
| $0.00 \%$ | 0.00000 |  |


|  | AREA DEVELOPMENT TONE \＃9 |  | rar |  | ${ }_{\text {S }}^{\text {S }}$ EEAL PROP | $\frac{\text { eriver }}{\text { Touvalue }}$ | ${ }_{\text {PRESONAL PR }}$ | Perive | s／sF SALE | arvalue |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ${ }_{\text {R13 }}^{\text {R13 }}$ | Sine | $\underset{\substack{\text { Ellis } \\ \text { Ells }}}{\text { cel }}$ | ${ }_{2}$ |  | 475， 4 |  |  |  | ：${ }_{\text {s }}$ |  |
| M110 | （eame | $\substack{\begin{subarray}{c}{\text { cilis } \\ \text { flis }} }} \end{subarray}$ |  |  |  |  |  |  | 30000 |  |
| ${ }^{11}$ | Comeremal | cole |  | Sidiceo |  | 20．00000 |  | cinco．jou |  |  |
| ${ }^{12}$ |  | $\substack{\text { Ells } \\ \text { fils }}$ |  | 4incoue 4 | 边 | 220000000 |  |  |  |  |
|  |  | $\underset{\substack{\text { Ells } \\ \text { Elis }}}{\text { cis }}$ |  | 420．0．000 4 at | 50 | 22000000 |  |  |  |  |
| 碗 |  | $\underset{\substack{\text { Ellis } \\ \text { Ells }}}{\text { Eld }}$ |  |  | cos |  |  |  |  |  |
|  |  | $\substack { \text { elins } \\ \begin{subarray}{c}{\text { Elils } \\ \text { Ells }{ \text { elins } \\ \begin{subarray} { c } { \text { Elils } \\ \text { Ells } } } \end{subarray}$ |  |  |  |  | cisision |  |  |  |
| ${ }^{1}$ | mustaia | Ells |  | ${ }_{337295}^{40,0005}$ | 50 | 16884，254 |  | c，099276 |  |  |
| $\stackrel{1}{15}$ | ${ }_{\text {a }}^{\substack{\text { masssalal } \\ \text { mustral }}}$ | $\substack{\text { Ellls } \\ \text { Ells }}$ |  | 400，000 ss |  | 20．000000 |  | 8．000．000 |  |  |
| $\stackrel{1}{16}$ |  |  |  | （243286 | cos | 12160．308 |  | 3．a498922 |  |  |
| ${ }_{\text {188 }}^{18}$ | minstia | cils |  |  |  |  | coss | $\substack{150000000 \\ 7.500000} \substack{\text { s }}$ |  |  |
| ${ }^{188}$ |  | cill |  | S50，000 |  |  | ¢ 15000 s | 1，250000 |  |  |
| ${ }^{18}$ | dind | cill |  |  |  |  |  |  |  |  |
| ${ }_{1}^{10}$ |  | $\substack{\text { Ellis } \\ \text { luls }}$ |  | cion |  |  |  |  |  |  |
| $\stackrel{\text { F68 }}{\substack{\text { F7 }}}$ |  | $\underset{\substack{\text { Ellis } \\ \text { Ells }}}{\text { elt }}$ |  |  | 告告s | ${ }_{\text {a }}^{\text {a }}$ | cismo | ${ }^{2}$ |  |  |
| ¢88 |  | Ells |  | 2268712 s |  | 14，33，5960 |  | 4,300678 |  |  |
|  | mindemay | $\substack { \text { cils } \\ \begin{subarray}{c}{\text { elin } \\ \text { lill }{ \text { cils } \\ \begin{subarray} { c } { \text { elin } \\ \text { lill } } } \end{subarray}$ |  | 104 ${ }^{\text {10，}}$ | coss | 15850000 | 5 |  |  |  |
| （198 |  |  |  |  |  | citisi．iso |  |  |  |  |

output



|  | $\underbrace{1}_{\substack{2056 \\ 128889}}$ |  |  | ${ }_{\substack{2098 \\ 1,36829}}^{2}$ | $\underbrace{}_{\substack{2000 \\ 1,47 \text { ges }}}$ |  |  |  | $\underbrace{}_{\substack{2064 \\ 1,08982}}$ |  |  |  |  | $\underbrace{20}_{\substack{2060 \\ 1,80,76}}$ | $\underbrace{\text { a }}_{\substack{2070 \\ 1,09680}}$ | $\underbrace{\text { a }}_{\substack{2077 \\ 1,02820}}$ | $\underbrace{\substack{209}}_{\text {20272，}}$ | $\underbrace{2085}_{\text {2073 }}$ | $\underbrace{2074.89}_{2074}$ | $\underbrace{2078}_{2009}$ | $\underbrace{}_{\substack{2076 \\ 22546}}$ | $\underbrace{}_{\substack{2077 \\ 2037309}}$ | $\underbrace{}_{\substack{3078 \\ \text { 2．f4，} 21}}$ | $\underbrace{2078}_{2078}$ |  | $\underbrace{}_{\substack{2087 \\ 208896}}$ | $\underbrace{}_{\substack{2082 \\ 272000}}$ | $\underbrace{2089}_{2089}$ | $\underbrace{2}_{\substack{2084 \\ 288897}}$ |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 2705 | 2705 |  | 2705 |  |  | ${ }^{205}$ | 2705 | 705 |  | 20s |  | 2705 | 2785 | 2705 | 2775 | 2706 | 205 | 2，70 | 20s | 2705 | 20s | 2，76 | 2，${ }^{\text {a }}$ | 2785 | 2705 | 27.75 |  |  |  |  |
| ${ }_{7}$ | ${ }_{78}$ | ${ }_{80} 8$ | 8 | ${ }_{8}^{88}$ | ${ }^{896}$ | ${ }^{92}$ | ${ }^{95}$ | 98 | 1，008 | 1,08 | 1,089 | 1，09 | 1,138 | ${ }^{1,69}$ | 1204 | 12， 21 | 1,27 | 1,35 | ${ }_{1,356}$ | ${ }_{1,395}$ | ${ }_{1,48}$ | 1,90 | 1,35 | ${ }_{1,50}$ | 1,67 | ${ }_{1,668}$ | 1，7\％ | ， | 1,89 |  |
| 120.32 |  |  | ${ }_{\text {\％} 20.392}$ | 10,732 | 107，322 | voras | 10，392 | 10，3922 | 边 | ${ }_{\text {comer }}$ | 退 | ${ }^{107,32}$ | ${ }_{\text {\％}} 120832$ | $10,3{ }^{2}$ | $10,3{ }^{2}$ | 120322 | 10，732 | 232 | \％0，392 |  | 232 | \％oras2 | \％07392 | 0，3，32 | ， | 32 | 2 | 10，392 |  |  |
| 129 | ${ }^{13}$ | ${ }^{13}$ | ${ }^{19}$ | ${ }^{14}$ | ${ }^{19}$ | ${ }_{18} 8$ | ${ }_{158}$ | ${ }_{63}$ | ${ }_{68} 6$ | ${ }^{17}$ | ${ }_{78}$ | ${ }_{184}$ | ${ }_{180}$ | ${ }_{19} 9$ | ${ }_{201}$ | ${ }_{207}$ | ${ }_{213}$ | ${ }_{219}$ | ${ }^{26}$ | ${ }_{23} 3$ | ${ }^{20}$ | ${ }_{27}^{27}$ | ${ }^{234}$ | ${ }_{26}$ | ${ }_{20}^{20}$ | ${ }_{27}^{27}$ | ${ }_{26}^{26}$ | ${ }_{29}$ |  |  |
|  | （extes |  | 1，4．7909 | 1，4，9，989 | ${ }^{\text {athasios }}$ | ${ }^{17}$ | lintitios |  | H1， 1 ，9，993 |  |  |  | ${ }^{\text {anditios }}$ | ， 1 H， |  | ${ }^{\text {ata }}$ | T1，9，993 |  |  |  | ， 1 Hetios | ctitheos | \％ratios |  | \％ratios |  | ${ }^{11}$ | \％， | Thatios |  |
| ${ }^{3368262}$ | ${ }^{397} 880$ | \％9878 | 42029 | ${ }^{298742}$ | 47738 | 486 | 475084 | ${ }_{888} 806$ | so3，96 | 519 | ${ }^{548688}$ | 719 | ${ }^{88} 729$ | ${ }_{59} 8$ 27 7 | ${ }^{\text {boirse }}$ | ${ }_{\text {\％1980 }}$ | ， 4 | ${ }_{67,56}$ | ${ }^{87} 73$ | ${ }^{\text {60\％} 83}$ | ${ }^{718} 56$ | 70，19 | ${ }^{263232}$ | 76592 | \％08，74 | ${ }^{\text {830900 }}$ | Essoon | ${ }^{883}$ | 90,239 |  |
| ，3，34 | ${ }_{1,36}$ | ，134 | 1.314 | ${ }_{1,314}$ | ，3，4 | ， 314 |  | ， | 1,34 | 1，344 | $1,3 / 4$ | 1.39 | ， | ${ }^{1,3,49}$ | $1,3 / 4$ | 1,34 | ${ }_{1,34}$ | ，1，34 | ，3，34 | ， | 1,34 | ， | \％ | ， | ， 3,4 | 13,34 | ， | 1,34 |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ${ }^{39}$ | ${ }^{\circ}$ | ＂ | 12 | ${ }^{3}$ | ${ }^{5}$ | ${ }^{46}$ | ${ }^{8}$ | ${ }^{\circ}$ | ${ }_{50}$ | 52 | ${ }_{5}$ | ${ }_{5}$ | ${ }^{5}$ | ${ }^{58}$ | ${ }^{\circ}$ | ${ }^{8}$ | ${ }^{6}$ | ${ }^{6}$ | ${ }^{\circ}$ | ${ }^{2}$ | 12 | ${ }^{7}$ | ${ }^{7}$ | 79 | ${ }^{8}$ | ${ }^{3}$ | ${ }^{\circ}$ | ${ }^{8}$ | ， |  |
|  |  | 7，58935 | 7，502938 |  | ， |  | litsizas | ，1．89295 |  | ， 1.58295 |  | 11．5823 | 71．52938 | ，1，59325 |  |  | $\xrightarrow{\text { Hespras }}$ |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ${ }_{\text {atem }}$ | ${ }^{\text {cisememem }}$ | \％ |  |  |  |  | ${ }_{\text {a }}^{\text {a }}$ |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | coill |  |
| ${ }^{73}$ | ${ }^{78}$ | ${ }^{820}$ | 8 | ${ }^{89}$ | ${ }^{89}$ | ${ }^{22}$ | \％\％ | $9 \%$ | 1.008 | ${ }_{1}^{1098}$ | 1.068 | 1,01 | ${ }^{1,38}$ | 1，68 | 12.24 | 12.20 | 1,27 | 1.375 | ${ }_{1,385}$ | 1.396 | 1,387 | 1,90 | 1.85 | 1.50 | 1.97 | 1.66 | ${ }_{1}, 776$ | 17,7 | 1,27 |  |
| （torse |  |  | ceiocisio | ， | coseme | \％otersem | cotame | cotaze | ceatirain | toras | ， | （107328 | cior | matame | coidereme | 4， | toram | \％itema | 4siomas |  | （10）292 | toras | cormas |  | \％examer | toreme |  | 边 | \％oseme |  |
| ${ }_{1}^{1,88,30}$ | 1，70．000 | 1，78，233 | 1．827， 202 | ${ }^{1,886,45}$ | ${ }^{1,292,459}$ | ${ }^{1,900,739}$ | 2009,59 | 2，700，73 | ${ }^{2,168,745}$ | ${ }^{2229.65}$ | ${ }^{22959517}$ | ${ }^{2}, 2,4,39$ | ${ }^{2} / 253,314$ | ${ }^{2.509373}$ | ${ }^{2980,94}$ | ${ }^{2} 86,183$ | 2770，9\％ | 2802，98 | 2097，992 | ${ }^{2939,729}$ | 3，04，993 | 3，77， $72 \times$ | ${ }^{3,272,588}$ | 3，37，044 | ${ }^{3,472,75}$ | 3，58，300 | ${ }^{3.080,51}$ | 3，72，, 40 | 3，07， 96 | cememar |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | cill | coin |  | cin |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | 48 |  | s．89827， 5 s2 | \％，0\％8 | O22668320 | 6，413428．888 | Sassour | 4，097，74 | 7．000，12988 | 1281839727 | 14，99，98 | 7，68，999，972 | 17838，02 | ${ }^{3983} 30$ | \％a， | ${ }^{\text {\％3868 }}$ | тre，62 | ¢9970］ | 37， 108 | 870，922394 | 0290，580094 | memmem | mmmmat | memmmex | mmmma | memmame | m＂mem | ＂m＂mmem | 268， 630319 |  |
| ${ }^{26858789}$ | ${ }^{27,38,8,88}$ | 28206644 | ${ }^{208282827}$ | ${ }^{29,924206}$ | 30827， 382 | ${ }^{31,766,50}$ | ${ }^{32688988}$ | ${ }^{338879397}$ | ${ }^{3,5609380}$ | ${ }^{35731089}$ | ${ }^{\text {3，802999 }}$ |  | ${ }^{39844,301}$ | 4021580 | 41，422099 | ${ }^{12864,782}$ | 4334，705 | ${ }^{45858.96}$ | ${ }^{\text {F6820，37 }}$ | \％．9019．6．6 | ${ }^{\text {9，960，}, 153}$ | ${ }^{\text {50，} 939897}$ | ${ }^{2248276}$ | S．0，6，44 | 568， 88 | ${ }_{5,3,37887}$ | sossaos | 8，827，79 |  |  |
| 20，68，2，${ }^{\text {a }}$ | ${ }^{27,8,8,877}$ | ${ }^{22,206,54}$ | ${ }^{20,982637}$ | ${ }^{20,928,206}$ | ， 92 | ${ }^{3,776.650}$ | ${ }^{32509898}$ | ${ }^{3,593987}$ | 3，400，366 | $3^{357,1,097}$ | ${ }^{36093} 390$ | 3，7007，088 | ${ }^{\text {soorasar }}$ | 60，275，50 | ${ }^{1,1422000}$ | ${ }^{12864,782}$ | 19394709 |  | 468029，97 | 89019，969 | 9，960， 35 | ${ }^{\text {soma3，397 }}$ | ${ }^{32} 2727276$ | s，os， 4 4 | ${ }_{\text {sf6eras }}$ | 37883 | sossasoos | 80，92，${ }^{\text {a }}$ 9 |  |  |
| ${ }^{28}$ | ${ }_{\text {asaseseor }}$ | ＂ | 2，35 | 735 | \％¢8，¢0．997 | ${ }^{822097} 78$ | satrgous | s64，82，38 | 87，589965 | ssooser |  | ${ }_{\text {655888276 }}$ |  | 30 | 13012 | ${ }_{715245903}$ | ${ }^{\text {z88072765 }}$ | ${ }^{\text {zsemasas }}$ | ${ }^{78,5887898}$ | esos， 502 | ${ }^{23,9,58465}$ | 945 | 87896， 28 | 47 | ${ }^{\text {3323302 }}$ | 80，200012 | 92 | O9， 7 ges，9 | ，080．8， 9,987 |  |
| － | － | ． |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | － | － |  |  | － |  |  | － |  |  |  |  |  |  |  | － |  |  |  |  | ． | ． |  |  |  |  |  |  |  |  |
| 726 | 27，9，4897 | ${ }^{2220664}$ | 80867 | ${ }^{29824296}$ | 821，922 | 500 | ${ }^{32688989}$ | 72999 | 3．509．36 | 88,73189 | ${ }^{\text {s．aserase }}$ | \％88 | 240301 | 80.25 500 | 22099 | 76 | 706 | 30， | ${ }^{16,680937}$ | Sct | E0， 58 | so，93987 | 276 | s，0，6， 4 4 | ${ }_{5} 5$ s68， 897 | ，893 | sossame | ${ }^{\text {ena32799 }}$ |  | ${ }_{\text {cosem }}^{\text {coses }}$ |
|  | 27，sabese | \％s | 22085828 | ${ }^{20,92,2,268}$ | ${ }^{30,281,929}$ | s，so | ${ }^{32989} 98$ | ${ }^{38,893985}$ | 3，400， 36 |  | 3，682，309 | aroos | soostion | ${ }^{102258,0_{0}}$ | 4，1422098 | ${ }^{12,684,782}$ | 43，4，4，75 | ${ }^{15259,0,46}$ | $46.808,97$ | 480，9．ase | Se，5s | S0， | ${ }^{\text {s2，472，26 }}$ | s，octsis | ${ }^{5568,8,87}$ | 8， 3 ， 7,83 | sossosios | 80，93，79 |  |  |



DISCOUNT RATE $\quad$ 6.00\%

| REAL PROPERTY TAX |  | PARTICIPATION |  |
| :---: | :---: | :---: | :---: |
| City of Grand Prairie | 0.66000000 | 75\% | 0.4950000 |
| Ellis County | 0.25286200 | 0\% | 0.0000000 |
| Ellis County Lat Road | 0.01967000 | 0\% | 0.0000000 |
| Midlothian ISD | 1.1092000 | 0\% | 0.0000000 |
|  | 2.04173200 |  | 0.4950000 |



| SALES TAX RATE |  | 0.0200000 | $0.00 \%$ | 0.0000000 |
| :--- | :--- | :--- | :--- | :--- | :--- |



OUTPUT


Economic Developmer


| ${ }^{295}$ | ${ }^{208}$ | ${ }^{2087}$ | 2ss | ${ }^{239}$ | ${ }^{290}$ | ${ }^{209}$ | ${ }^{202}$ | ${ }^{268}$ | ${ }^{2064}$ | ${ }^{2065}$ | ${ }^{2068}$ | ${ }^{2087}$ | ${ }^{2088}$ | ${ }^{2098}$ | ${ }^{2070}$ | ${ }^{201}$ | ${ }^{201}$ | ${ }^{207}$ | ${ }^{2074}$ | ${ }^{2075}$ | ${ }^{2076}$ | ${ }^{2077}$ | ${ }^{2078}$ | ${ }^{2079}$ | ${ }^{200}$ | ${ }^{208}$ | ${ }^{2022}$ | ${ }^{208}$ | ${ }^{2094}$ |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| citam | cition | erin | ${ }^{87} 720$ | 20 | cition | ${ }^{87} 720$ | (87,200 | ${ }^{87} 720$ | ${ }^{87,120}$ | 88,70 | ${ }^{87,720}$ | ${ }_{\text {8, }}^{8,780}$ | \% 7 \% | 5120 | ${ }_{87,70}$ | \% | \% | grivo | \%7,20 | ${ }_{87,20}$ | ${ }^{87,720}$ | 88,720 | ${ }^{87,20}$ | 87,120 | ${ }^{87} 720$ | ${ }^{8720}$ | ${ }^{8720}$ | 87,20 | ${ }_{\text {cher }}^{8,700}$ |  |
| ${ }^{\text {aneme }}$ | aremo | core | 22009 | satre | \%rime | 462, | 4780 |  | cose |  | coseme |  | Smerem | ars | ${ }^{\text {cor, }, 24}$ | ${ }_{69898}$ | \%e83 | crise | crin | ${ }_{\text {chersen }}$ | ${ }_{\text {ander }}$ | \%e, | , | 7es |  | 830 | cexom | ов7\% | \%0,239 |  |
| 400 | 400 | 400 | , | ${ }^{300}$ | 400 | 400 | ${ }_{40}$ | ${ }^{40}$ | 800 | ${ }^{40}$ | ${ }_{80}$ | \%00 | 500 | ${ }^{2} 0$ | 800 | ${ }_{80}$ | 400 | 800 | 40 | 80 | 40 | 400 | 800 | ${ }^{40}$ | 80 | 500 | 500 | 800 |  |  |
|  | \% 16 |  | \%98 |  |  |  | cometis |  |  |  |  |  |  |  |  | Sissaseas | $\frac{1}{36,56,374}$ |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | $\begin{aligned} & \text { and } \end{aligned}$ |  |  |  |  |  |
| ${ }_{3}$ | \% | $\because$ | ${ }^{2}$ | ${ }^{3}$ | ${ }^{5}$ | ${ }^{6}$ | ${ }^{8}$ | $\stackrel{9}{9}$ | so | ${ }_{52}$ | ${ }_{58}$ | ${ }_{56}$ | \% | ${ }_{\text {s8 }}$ | \% | 8 | ${ }^{6}$ | ${ }_{6}$ | ${ }^{\circ}$ | ${ }^{2}$ | 12 | ${ }^{7}$ | ${ }_{76}$ | ${ }^{79}$ | ${ }^{8}$ | ${ }^{8}$ | ${ }^{\circ}$ | ${ }^{88}$ |  |  |
| 88,70 | 8720 | 88,20 | 88,78 | ${ }^{87} 720$ | ${ }^{87} 280$ | ${ }^{87} 28$ | 88730 | 88730 | 88,120 | ${ }_{87,20}$ | 88720 | 88720 | ${ }^{87,720}$ | ${ }^{8720}$ | 87,20 | ${ }^{87} 720$ | 87,20 | ${ }^{87200}$ | 88,20 | 87,70 | 88,20 | 88,70 | 88,120 | 88,20 | ${ }^{87720}$ | 88,20 | 887,20 | ${ }^{87,120}$ | ${ }_{87,20}$ |  |
| ${ }_{\text {den }}$ |  | ${ }_{\text {a }}^{3}$ |  |  | , |  | (4atasit | (20, |  |  | (essentit |  |  |  |  |  |  |  |  | ${ }_{\text {cosem }}^{\text {cour }}$ |  |  | ${ }_{6}^{6,6413,35}$ | ${ }_{6}^{6,406,59}$ | $\xrightarrow{\text { Vecsision }}$ |  | $\xrightarrow{\text { zutaseo }}$ | $\frac{2}{26,69,47}$ |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ${ }^{73}$ | ${ }^{79}$ | 830 | 8 | ${ }^{89}$ | ${ }^{89}$ | 92 | \%\% | 97 | 1.008 | 1,08 | 1.098 | 1,01 | 1,189 | 1,198 | ${ }_{12} 204$ | 12.20 | 1,27 | 1.375 | 1,385 | ${ }_{1}, 38$ | 1.97 | 1.800 | ${ }_{1,595}$ | 1.570 | 1.69 | 1.66 | ${ }_{1}, 7,16$ | 1787 | 1,98 |  |
|  |  | 2.aitioid | \%arize |  | coize | coiceisi | 2mixisi | \%siciso | crieitio | \% | 2itcrize | (8y,20 | circizo | (8) | 87, 20 | 87, | $\xrightarrow{8720}$ | ¢iple | 88, |  |  | (er | , |  | (8) | 8, | 边 | \% | cexiene |  |
|  | ${ }^{1,356,689}$ | ${ }_{\text {a }}^{1,280}$ |  | , |  |  |  | ${ }^{1.706,3720}$ |  |  |  | 1,991,420 |  | $\underbrace{2080}$ |  |  |  |  |  | $\underbrace{2 \times 8,1,17}$ |  |  |  |  |  |  |  |  |  | Mastis |
|  | cis |  | cos | cinco | cosis |  |  |  | cos |  |  | cos |  |  |  |  |  |  | cos |  | cos | coin |  |  |  |  |  | cos | coicle | comb |
|  |  |  | come |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ${ }^{27,1807,728}$ | ${ }^{29864,5898}$ | ${ }^{253535939}$ | ${ }^{22,37,7858}$ | $22^{29864,102}$ | ${ }^{25,7858,485}$ | ${ }^{28,9898950}$ | ${ }^{277795959}$ | 20.988898 | ${ }^{2898089858}$ | ${ }^{288090505}$ | ${ }^{207032377}$ | ${ }^{316244273}$ | ${ }^{258573,589}$ | ${ }^{335} 503.858$ | 35,585980 | ${ }^{35} 593$ \%at | se663377 | ${ }^{37} 78,7278$ | seapeas | \%oseas 7 \% | ${ }^{1282885989}$ | ${ }^{\text {25005770 }}$ | ${ }^{377758989}$ | ${ }^{50888880}$ | ${ }^{684458529}$ |  | ${ }^{12889}$ | 00,797,25 | ${ }^{22703}$ |  |
| 9 | 1.700898 | ${ }^{1.6,6,911}$ | ${ }^{78}$ | 5,7e | 127829 | S10,05 | ${ }^{308,35}$ | 300.95 | ${ }_{122581}$ | 75, mem | \% | 1.156 .509 | 1.1682371 | ${ }_{1}^{1,800727}$ | 17.70 .565 | 17,6, 898 | ${ }^{1.8474789}$ | $1.880,180$ | ${ }^{9052585}$ | 93, 93 | ${ }^{\text {O2, } 2808}$ | 10379 |  | 2231,989 | ${ }^{2228,868}$ | ${ }^{23887.821}$ | ${ }^{24888.858}$ | 25120 |  |  |
|  | 1,90.09s | \% | iso | 1,353,79 | S2 | 1,37,00s | 1,30, 3,35 | 1,30,295 | ${ }^{1,42,581}$ | 1,7\%5s.as | 1,598,9,4 | 1,565409 | 1.882, 37 | ${ }^{1,680,72}$ | ${ }^{1770,565}$ | 1,76,891 | ${ }^{1,844789}$ | ${ }^{1,889,700}$ | ${ }^{1,982,25}$ | ${ }_{1}^{1,890} 9$ | ${ }^{20298509}$ | 2,03,79 | 2,76,992 | ${ }^{222,1909}$ | ${ }^{2329,966}$ | $2.38,892$ | ${ }^{2} 88.8 .86$ | ${ }^{25812020}$ | ${ }^{2,888,382}$ |  |
| ${ }_{3,3,5,1,8}$ | \%arz | ${ }^{3.580,04}$ | ${ }^{3677,75}$ | 3,788780 | ${ }^{3} 8901094$ | 127 | ast | ${ }_{428288}$ | 0.76 | ${ }_{4}^{4} 582,47$ | +11 | 7,764 | ${ }^{408,789}$ | ${ }^{\text {s.000 }}$ \% | 22,74 | ${ }^{\text {s.000 }}$ a7 | ${ }_{\text {S562088 }}$ | ${ }^{\text {crasaege }}$ | ${ }_{\text {sono765 }}$ | ¢07777e | ${ }^{6200,91}$ | ${ }_{6}^{64789} 9$ | ${ }_{6} 681,382$ | 0,952 | ${ }^{2} 0.59890$ | ${ }^{\text {128, }, \text { P4 }}$ | ${ }^{7}$ 7474,900 | 0,47 | ${ }^{2} 830127$ |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | : | : | : | . | : | . |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| . |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ${ }^{1.097989}$ | ${ }^{1,170,898}$ | 1.164,811 | ${ }^{1,1989780}$ | ${ }^{1235749}$ | 1278281 | 1.31 .100 | ${ }^{36035}$ | 1.380 .45 | ${ }^{123551}$ | 17.75 S.8. | 15198,4. | 165899 | 1.182 .37 | \%,72 | ${ }^{1710,565}$ | 1786 | ${ }^{1.844738}$ | 1.890.180 | ${ }^{1.925256}$ | $\stackrel{1}{1.230,13}$ | 509 | 2.103790 | 2,66.982 | $\stackrel{\text { 223, } 0^{189}}{\vdots}$ |  | $\stackrel{\text { 2388,29 }}{ }$ |  | 2.51202 |  | $\underbrace{20.5}_{0}$ |
|  | 1,70, 2 85 | ${ }_{1}, 1,6,6$ | 1,98,75 | ${ }^{1235,58}$ | ${ }_{1}^{12272827}$ | 1,371005 | $1,380,35$ | 1,300 ass | ,4,425ir | 1,775, s, | , $1.519,9$ | 1.5s, 5 , iov |  | 1,660,72 | 1,770.5s | 1,76, 8 en | , 184,7,38 | Sso, iso | ${ }_{1}^{1,985258}$ | ${ }_{1}^{1,80,093}$ | $20.28,503$ | 20, ${ }^{1}$ | 2,76, a $^{2}$ | 223,2 | ${ }^{2298,568}$ | 2,38, 212 | 2,40, 5 s6 | 2.51202 | 2.587 | 2nemis |



- input

ADZ\#10 : INPUT \& OUTPUT
|NELATIONRAIE
DISCOUNT RATE $\quad 6.000$


| Mal Properivt |  | particpation |  |
| :---: | :---: | :---: | :---: |
| Cily forand Praire | ${ }_{\text {0. }}^{0.35000000}$ | \%\% | 0.0.0000000 |
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|  | ${ }_{221378900}$ |  | 0.00 |



|  | AREA DEVELOPMENT ZONE \#10 |  | Yaar |  | SREA |  |  |  |  | ${ }_{\text {SF }}{ }^{\text {Saltes }}$ TAX Value |  |  |
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|  | Sele | $\pm \substack{\text { Jothson } \\ \text { Johenen }}$ |  | - | $\xrightarrow{126}$ | ${ }_{4}^{4750000}{ }^{4}$ |  |  |  |  | s |  |
| ${ }_{R 4} 8$ | Sindeme | Jomson |  | 2034 | 358 | 4750000 s | 1690822,000 |  |  |  |  |  |
| R56 | Sen singe ramily | $\pm$ |  | - | ${ }_{80}^{167}$ | 475,000 4 | 7 |  |  |  |  |  |
| ${ }_{\text {R87 }}^{\text {R7 }}$ | Ster singe fanily | Jotamson |  | (2066 | ${ }_{\substack{83 \\ 340}}$ | 475.000 475000 4 | 39.653.000 |  |  |  |  |  |
|  | Sen | Jomen |  | - | ${ }_{635} 30$ | 45450000 s |  |  |  |  |  |  |
| R20 | Singe Faniy | Jothson |  | 2000 | ${ }^{28}$ | ${ }_{\text {L }}^{4750000}$ s |  |  |  |  | s |  |
| ${ }_{\text {R12 }} 12$ | Sen | Jotemson |  | 2090 | ${ }_{2}^{20}$ | 475.000 s | co, |  |  |  |  |  |
|  |  |  |  | - | ${ }_{\substack{261.30 \\ 261,360}}^{\substack{260}}$ | 边300 |  |  | ${ }_{\substack{\text { a,20,400 } \\ 3.920}}$ | 3000 |  |  |
| ${ }^{2} 3$ | commecial | Jomson |  | 2034 | 409964 | 300 s | 12283920200 | 15.00 s | 6,14,9000 | 30000 |  | 122,839200 |
|  |  | Jotemen |  | - |  |  |  |  | 7.50,0000 <br> 1.5000000 |  |  |  |
| ${ }_{510}$ | Industal | Joomsen |  | 2033 | ${ }^{\text {835 }}$ | ${ }_{50}^{50}$ | 41,788,716 | $15000{ }^{15}$ | ${ }^{1250500015}$ |  | s |  |
|  |  |  |  | 2035 | 1.000000 | 50 s | 50,000.000 | 15.00 \& | 15, 120000000 |  |  |  |
| ${ }_{F 5}^{520}$ | mater | Joomsen |  |  |  |  |  |  |  |  | s |  |
| n | atemen | (jomsen |  | 2037 |  |  | 24, |  |  |  | s |  |
|  |  | Jotamen |  |  |  | ¢50 | (19.909.972 |  |  |  | s |  |
| M2A ${ }^{\text {a }}$ | Mutumily | Johmson |  | 2029 | ${ }^{238}$ | $150.000{ }^{\text {s }}$ | 35.665 .500 |  |  |  | s |  |
| (1) |  | Jomen |  | - | $\xrightarrow{281} 28$ | (150,000 s | 42, 4 420850,000 |  |  |  | s |  |
| M5 <br> Ms | $\underbrace{\text { Mutumamily }}$ Mutumiy | $\underset{\substack{\text { joinsen } \\ \text { jomson }}}{ }$ |  | (eas | $\xrightarrow{749}$ |  |  |  |  |  | s |  |
| ${ }_{\text {M }} \mathrm{M} 7$ | Mextumiy | jomen |  |  | (1323 | (150000 | (199.959.000 |  |  |  | s |  |
|  |  |  | Toral |  |  |  | 退 $284.33,51.588$ | s | 102499.511 |  |  | 279,655,200 |


| Toral tax Revenue |  |  | REAL Prooprer |  | Personal Properir |  | Sales |  |
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| Fill college Vens |  |  | $\stackrel{\text { E, }}{ }$ |  | + | ${ }^{6.273,853}$ | + |  |
|  | ${ }^{100.0 \%}$ | 9,956600225 |  |  |  | 364, 56, 3 37 |  | s |



|  | chamerer | ． |  |  |  |  |  | ． |  | 。 | － | － | ．． | － | － | ．． | ． | ． | － | ． | － | m | $\cdots$ | \％ | $\cdots$ | $\cdots$ | ＊ | $\cdots$ | $\cdots$ | $\cdots$ | m | m | ． |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  | 029 | 200 | 203 |  | ${ }^{203}$ |  | ${ }^{2015}$ | ${ }^{208}$ |  | ${ }^{2038}$ | 239 |  |  |  |  |  | ${ }^{2095}$ |  |  |  |  |  |  |  |  |  |
| Snatemim |  | 475000 | ${ }_{49830}$ | 50， 29 | sя9，95 | 53，677 | ${ }_{\text {sosess }}$ | ${ }_{68,75}$ | ${ }_{808}^{200}$ | ${ }^{60} 1776$ | ${ }_{608789}$ | ${ }_{688} \mathbf{2 0 8 0}$ | 68， 81 | ${ }^{68728} 8$ | ${ }_{607854}$ | ${ }^{178} 8.80$ | ${ }_{\text {zioms }}$ | ${ }^{202938}$ |  | ges， 68 | ${ }^{202998}$ | ${ }^{\text {erfoen }}$ | ${ }^{\text {gesaso }}$ | 90，49 | ${ }^{2037} 89$ |  |  | ， | ， |  | ， | （1，3230 | ， |
|  | Sumeme |  |  |  |  | ${ }_{27}^{27}$ | ${ }_{7}^{56}$ | ${ }_{\text {l }}^{178}$ | $\stackrel{1}{174}$ | ${ }_{\substack{189}}^{189}$ | ${ }_{\substack{174 \\ \text { erf }}}^{18}$ |  |  |  | $\underset{\substack{238 \\ 1.30}}{\substack{298}}$ | ${ }_{\substack{2081 \\ 1.604}}$ | ${ }_{\substack{268 \\ 1988}}^{208}$ | ${ }_{200}^{200}$ | ${ }_{\substack{200 \\ 203 \\ \hline}}$ | 237 | 223 | 223 | 237 | 237 | 223 | 237 | 223 | 237 | 237 | 223 |  |  |  |
| Commesal | Tomesumemes | 30 | ${ }^{29}$ | ${ }_{38}$ | ${ }^{28}$ | ${ }^{38}$ | ${ }^{36}$ | ${ }^{38}$ | ${ }^{39}$ | ${ }^{300}$ | ${ }_{39}$ | ${ }^{403}$ | 445 | \％ | 4 | ${ }^{54}$ | ${ }^{47}$ | ${ }^{81}$ | ${ }^{48}$ | 511 | ${ }^{36}$ | 812 | ${ }^{58}$ | ${ }^{75}$ | ${ }^{39}$ | ${ }^{60}$ | ${ }^{68}$ | ${ }^{6}$ | ${ }^{66}$ | \％es | ${ }^{707}$ | ${ }^{\text {re }}$ | ${ }_{30}$ |
|  | Smeres |  |  |  |  |  |  |  |  |  |  | 2，3，30 |  |  | 92， 88 | 927，84 | 923794 | ${ }_{\text {g22 } 24}$ | 022 89 | ${ }^{32} 284$ | ${ }^{923} 898$ | ${ }_{\text {g22 } 284}$ | ${ }^{923} 894$ | ${ }^{32} 288$ | ${ }^{\text {922 } 294}$ | ${ }^{\text {O2，} 24}$ | 92，${ }^{\text {P84 }}$ | ${ }^{32} 884$ | ${ }^{122,84}$ | ${ }^{32} 2^{184}$ | $922^{1,84}$ | 2， 88 | ${ }^{32} 288$ |
| masatala |  | so | 82 | ${ }^{3}$ | ${ }_{5}$ | ${ }_{66}$ | ${ }^{88}$ | ${ }^{\circ}$ | ${ }^{6}$ | ${ }^{6}$ |  |  | ${ }^{\circ}$ |  | ${ }^{3}$ | ${ }^{76}$ |  |  | ${ }^{83}$ | ${ }^{6}$ |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Unmaremem |  |  |  |  |  |  |  |  |  | someos | 1．00000 | ${ }^{83} 774$ | 1．00000 | 1．000000 | 64，79 | ${ }^{23,350}$ | ${ }_{\text {ce8eas }}$ |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Comamoum |  |  |  |  |  |  |  |  |  | somo | liseono | 2ash7 | cisemit | ${ }_{\text {a }}^{\text {a }}$ | ${ }_{\text {cose }}$ | cois | Sorn | Sositil | Sornt | 5oliti | Somity | Sosent |  | Sornt | Soprit | Som， | Sor， | Sositir | 500，177 | 500， | 5ont | Somer |
| mentamil |  | 150，00 | 4，500 | ${ }^{18,755}$ | \％ | 168896 | ${ }^{73,98}$ | 9，08 | 18，489 | 10.096 | ${ }^{195876}$ | ${ }^{20,588}$ | ${ }^{207} 2685$ | ${ }^{213} 8$ | ${ }^{220,280}$ | ${ }^{225898}$ | ${ }^{233} 8$ | ${ }^{\text {andine }}$ | ${ }^{247987}$ | ${ }^{2585365}$ | ${ }^{\text {ceser }}$ | 20，97\％ | ${ }^{27304}$ | ${ }^{297476}$ | 208 | 9499 | ，007 | 48 | ，989 | 3，${ }^{\text {ase }}$ | ， | 6，909 | ${ }^{3} 85$ |
|  | s．anema |  |  |  |  |  | ${ }_{178}^{178}$ | ${ }_{\text {cos }}^{168}$ | ${ }_{7}^{70}$ | ${ }_{94}^{196}$ | ${ }_{70}^{196}$ |  | ${ }_{\substack{2,36 \\ 1,92}}^{26}$ | ${ }_{\substack{\text { a }}}^{\substack{3,42 \\ 1,4}}$ | ${ }_{\text {，}}^{27}$ | ${ }_{2015}^{2016}$ | ${ }_{229}^{229}$ | ${ }_{2.568}^{276}$ | ${ }_{2681}^{26}$ | ， 2,17 | ${ }_{\text {a }}^{2 \times 8}$ | ${ }_{\text {\％}}^{2669}$ | ${ }_{\text {ase }}{ }^{17}$ | 4，07 | 4027 | 4.027 | 4，027 | 4，027 | 4，027 | 4，027 | 4，027 | 4.027 |  |
|  |  |  |  | ． |  | ${ }^{1,20,980}$ |  | Stasemp | Stars | Stas | Sex | 边 |  |  |  |  | ${ }_{\text {a }}^{\text {a }}$ |  |  |  |  |  | ， | ，ismotitain | ， |  | 隹 | AR， | Soratateso | Sishes， |  |  | ${ }_{\text {a }}$ |
|  |  |  |  |  |  | $\substack{\begin{subarray}{c}{7,30 \\ 3,7,5051} }} \end{subarray}$ |  |  |  |  |  |  |  |  |  |  |  | $20,868,181$ $10,592,183$ 1204,600 |  |  |  |  |  |  |  |  |  |  | $33,489,460$ $16,998,438$ $1,933,154$ |  |  | cise | cose |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  | \％ | 2，imosis | coice |  |  |  | $\xrightarrow{\text { anden }}$ |  |  |  |  |  | citamed |  | cindem |  |  |  |  |  |
| PERSONAL PROPERTY Commerical and Industria | trasuma | ${ }_{15}$ | ${ }^{5}$ | ${ }^{16}$ | ${ }^{18}$ | ${ }^{17}$ | ${ }^{17}$ | ${ }^{18}$ | ${ }^{18}$ | 19 | 20 | 20 | ${ }^{21}$ | ${ }^{21}$ | ${ }^{22}$ | ${ }^{23}$ | ${ }^{23}$ | ${ }^{24}$ | ${ }^{25}$ | ${ }^{26}$ | ${ }^{26}$ | ${ }^{27}$ | ${ }^{28}$ | ${ }^{29}$ | ${ }^{\text {s }}$ | ${ }^{\circ}$ | ${ }^{3}$ | ${ }^{32}$ | ${ }^{33}$ | ${ }^{4}$ | ${ }_{3}$ | ${ }^{56}$ | ${ }^{8}$ |
|  |  |  |  |  |  |  |  |  |  |  |  | mem | mmmmm | ${ }_{\text {coser }}$ |  |  |  |  | ¢явззаоте | ¢яаззаоте | ¢өззаоте | ¢8339076 |  |  | ¢ез3аоге | ¢88330076 | （emsanors | 6，8339078 | （emasame | ¢083a97\％ | 6en3307\％ | 6e3za07e | ${ }^{\text {6eaz30978 }}$ |
|  |  |  |  |  |  |  |  |  |  |  | ${ }_{\text {a }}^{\text {a }}$ | Lsasem |  | ${ }_{\text {a }}^{0}$ |  |  |  |  |  |  | $\xrightarrow{\text { togntis }}$ |  |  |  |  | ${ }^{20}$ |  | 2ntans |  | ${ }^{2 a, 54} 2$ |  | ${ }^{2148}$ |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | cis |  |  |  |  | $\substack{122989 \\ \text { and } \\ \text { n02020 }}$ | cincien |  |  |  | ctitites | cisisit |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | cise |  |  | $\xrightarrow{1207700}$ | $\xrightarrow{132017}$ | $\xrightarrow{1}$ | coit | 边 |  |  | $\xrightarrow{\text { a }}$ | $\xrightarrow{\text { andiditim }}$ |  |  | ${ }^{\text {anden }}$ | demen |  | coiche |  | cient |  |  |  |
|  | ${ }_{\text {cosem }}^{\text {sempose }}$ | som | ${ }^{309}$ | ${ }^{318}$ | ${ }^{329}$ | ${ }^{38}$ | ${ }^{36}$ | ${ }^{358}$ | ${ }^{360}$ | ${ }^{30}$ |  | ${ }^{103}$ |  |  | ${ }^{4}$ | ${ }^{68}$ | ${ }_{67} 8$ | ${ }^{89}$ | ${ }^{196}$ | ${ }^{51}$ | ${ }^{62}$ | ${ }_{6} 12$ | ${ }^{56}$ | ${ }^{75}$ | 89 | ${ }_{60}$ | ${ }^{68}$ | ${ }_{6}^{67}$ | ${ }_{66}$ | ${ }_{68}$ | ${ }^{07}$ | ${ }^{28}$ | z\％ |
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| suts rax |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| SALES TAX RATE | 0.0200000 | $0.00 \%$ | 0.000000 |
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output





## Roposed zoneproperiy vaums and tax revenues






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## Revenue Summary

| Taxing Jurisdictions | Total Taxes Generated | TIF | Net Benefit |
| :--- | :---: | :---: | :---: |
| City of Grand Prairie | $\$ 8,211,990,011$ | $\$ 4,204,504,307$ | $\$ 4,007,485,704$ |
| Dallas County | $\$ 109,238,909$ | $\$ 0$ | $\$ 109,238,909$ |
| Tarrant County | $\$ 182,289,226$ | $\$ 0$ | $\$ 182,289,226$ |
| Ellis County | $\$ 1,385,110,749$ | $\$ 0$ | $\$ 1,385,110,749$ |
| Johnson County | $\$ 1,278,484,310$ | $\$ 0$ | $\$ 1,278,484,310$ |
| Total | $\$ 11,167,113,205$ | $\$ 4,204,504, \mathbf{3 0 7}$ | $\$ 6,962,608,897$ |



| Net Benefit |  |
| :---: | :--- |

## Length of TIRZ \#3 in Years:

Termination of the Zone shall occur upon any of the following:
(i) on December 31, 2041 (with the final year's tax increment to be collected by September 1, 2042) for ADZ \#1, the original boundaries of the TIRZ, and for ADZ \#2, 3, 4, 5, 6, 7, and 8, which were added to the TIRZ with the boundary expansion included in the December 17, 2019 amendment;
(ii) on December 31, 2063 (with the final year's tax increment to be collected by September 1, 2064) for ADZ \#11, which was added to the TIRZ with the boundary expansion included in the August 1, 2023 amendment;
(iii) on December 31, 2084 (with the final year's tax increment to be collected by September 1, 2085) for ADZ \#9 and 10 which were added to the TIRZ with the boundary expansion included in the August 1, 2023 amendment and also for ADZ \#9A, which was added to the TIRZ with the boundary expansion included in the proposed April 16, 2024 amendment;
(iv) at an earlier time designated by subsequent ordinance;
(v) at such time, subsequent to the issuance of tax increment bonds, if any, that al project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act.

## Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:
issue bonds;
impose taxes or fees;
exercise the power of eminent domain; or
give final approval to the Zone's project and financing plan.


## ADZ \#1

Beginning at the point where Lake Ridge Parkway meets the northwestern boundary of Property ID 28JOEPOOLLANDESOO, thence

Following the boundary of Property ID 28JOEPOOLLANDES00, continuing across Lake Ridge Parkway to the point it meets the western boundary of Dallas County, thence

North along the western boundary of Dallas County to the point it meets where Lake Ridge Parkway meets the northwestern boundary of Property ID 28JOEPOOLLANDES00, which is the point of beginning.


## ADZ \#2

Beginning at the point where the northwest corner Property ID 05658446 meets the southern right of way boundary of Howell Street, thence

East along the southern right of way boundary of Howell Street to the point it meets the southwest corner of Property ID 10722319, thence

North to the southern right of way boundary of E Abram Street, thence
East along the southern right of way boundary of E Abram Street to the point it meets the western right of way boundary of S Great Southwest Parkway, thence

South along the western right of way boundary of S Great Southwest Parkway to the point it meets the northern right of way boundary of Timberlake Drive, thence

West along the northern right of way boundary of Timberlake Drive, to the point it meets the western boundary of the City of Grand Prairie, thence

Following the western boundary of the City of Grand Prairie west then north, to the point it meets the northwest corner Property ID 05658446 where it meets the southern right of way boundary of Howell Street, which is the point of beginning.


## ADZ \#3

Property ID 40779726, described as SHEFFIELD VILLAGE PH 4, 5 \& 6 ADN Block 3 Lot B.


## ADZ \#4

Beginning at the point where the northern boundary of Property ID 03956407 meets the western right of way of S Great Southwest Parkway, thence

South along the eastern boundary of Property ID 03956407 to the point it meets Property ID 41506669, thence

South across Kingswood Boulevard to the eastern boundary of Property ID 04641809, thence
South along the eastern boundary of Property ID 04641809 to the point it meets the northern right of way boundary of W Camp Wisdom Road, thence

South to the southern right of way boundary of W Camp Wisdom Road, thence
East along the southern right of way boundary of W Camp Wisdom Road to the point it meets the eastern right of way boundary of Lake Ridge Parkway, thence

North across W Camp Wisdom Road to the point it meets the southwest corner of Property ID 42182784, thence

North along the eastern right of way boundary of Lake Ridge Parkway to the point it meets the northwest corner of Property ID 42301571, thence

East along the northern boundary of Property ID 42301571 to the point it meets the northwest corner of Property ID 42301589, thence

East along the northern boundary of Property ID 42301589, continuing south along the boundary to the to the point it meets the northeast corner of Property ID 42301597, thence

South along the eastern boundary of Property ID 42301597 to the point it meets the northern right of way boundary of W Camp Wisdom Road, thence

South across W Camp Wisdom Road to the point it meets Property ID 40519597, thence
East along the northern boundary of Property ID 40519597 to the point it meets Property ID 41304950, thence

East along the northern boundary of Property ID 41304950 to the point it meets the western right of way boundary of Bee Drive, thence

South along the western right of way boundary of Bee Drive to the point it meets the eastern right of way boundary of Blanco Drive, thence

## ADZ \#4 (continued)

North along the eastern right of way boundary of Blanco Drive to the point it meets the eastern right of way boundary of Lake Ridge Parkway, thence

South along the eastern right of way boundary of Lake Ridge Parkway to the point it meets the eastern corner of Property ID 04009568, thence

West along the southern boundary of Property ID 04009568 to the point it meets Property ID 04012305, thence

West along the southern boundary of Property ID 04012305 to the point it meets Property ID 04012208, thence

West along the southern boundary of Property ID 04012208 to the point it meets Property ID 07169086, thence

West along the southern boundary of Property ID 07169086 to the point it meets Property ID 07037252, thence

West along the southern boundary of Property ID 07037252 to the point it meets the eastern right of way boundary of Webb Lynn Road, thence

West across Webb Lynn Road to Property ID 03769372, thence
West along the southern boundary of Property ID 03769372 to the point it meets the eastern right of way boundary of S State Highway 360, thence

North along the eastern right of way boundary of S State Highway 360 to the point it meets the northern boundary of Property ID 04012267, thence

East along the northern boundary of Property ID 04012267 to the point it meets Property ID 07169086, thence

East along the northern boundary of Property ID 07169086 to the point it meets Property ID 04012208, thence

East along the northern boundary of Property ID 04012208 to the point it meets Property ID 04012194, thence

East along the northern boundary of Property ID 04012194 to the point it meets the western right of way boundary of Lake Ridge Parkway, thence

## ADZ \#4 (continued)

North along the western right of way boundary of Lake Ridge Parkway to the point it meets the southeast corner of Property ID 41537750, thence

West along the southern boundary of Property ID 41537750 to the point it meets Property ID 41537769, thence

West along the southern boundary of Property ID 41537769 to the point it meets Property ID 05976901, thence

North along the western boundary of Property ID 05976901 to the point it meets Property ID 05976898 , thence

North along the western boundary of Property ID 05976898 to the point it meets Property ID 41601939, thence

North along the western boundary of Property ID 41601939 to the point it meets the southern right of way boundary of W Camp Wisdom Road, thence

North across W Camp Wisdom Road to the southwest corner of Property ID 04641809, thence
West along the northern right of way boundary of W Camp Wisdom Road to the point it meets the southwest corner of Property ID 03921425, thence

North along the western boundary of Property ID 03921425 to the point it meets Martin Barnes Road, thence

East across Martin Barnes Road to the point it meets Property ID 04641795, thence
North along the eastern right of way boundary of Martin Barnes Road to the point it meets Kingswood Boulevard, thence

North across Kingswood Boulevard to the point it meets Property ID 03956407, thence
North along the western boundary of Property ID 03956407, to the point where the northern boundary of Property ID 03956407 meets the western right of way of S Great Southwest Parkway, which is the point of beginning.

## ADZ \#5

Beginning at the point where the southern right of way boundary of Ragland Road and the western right of way boundary of N Day Miar Road meet the corner of Property ID 42232862, thence

South along the western right of way boundary of N Day Miar Road to the point it meets the eastern corner of Property ID 03734072, thence

West along the southern boundary of Property ID 03734072 to the point it meets Property ID 03895076, thence

South along the eastern boundary of Property ID 03895076 to the point it meets Property ID 03895106, thence

West along the southern boundary of Property ID 03895106 to the point it meets Property ID 05978408, thence

West along the southern boundary of Property ID 05978408 to the point it meets the eastern right of way boundary of S State Highway 360, thence

North along the eastern right of way boundary of S State Highway 360 to the point it meets the southwest corner of Property ID 42232862, thence

North along the western boundary of Property ID 42232862 to the point it meets the southern right of way boundary of Ragland Road and the western right of way boundary of N Day Miar Road, which is the point of beginning.


## ADZ \#6

Beginning at the point where Property ID 273808 meets the western right of way boundary of FM 661 thence

East across FM 661 to the northwest corner of Property ID 186718, thence
East across the northern boundary of Property ID 186718 to the point it meets the northwest corner of Property ID 186719, thence

East then south along the eastern boundary of Property ID 186719 to the point it meets the eastern boundary of Property ID 186718, thence

South along the boundary of Property ID 186718 to the point it meets Property ID 182243, thence
East then south along the boundary of Property ID 182243 to the point it meets the eastern right of way boundary of FM 661, thence

West across FM 661 to the point the western right of way boundary of FM 661 meets Property ID 273808, thence

South along the eastern boundary of Property ID 273808 to the point it meets Property ID 248355 thence

South along the eastern boundary of Property ID 248355 to the point it meets Property ID 186708, thence

East along the boundary of Property ID 186708 to the point it meets the western right of way boundary of FM 661, thence

East across FM 661 to the point it meets the northwest corner of Property ID 231155, thence
East, then south along the boundary of Property ID 231155, continuing along the boundary until it meets the eastern right of way boundary of FM 661, thence

West across FM 661 to the point it meets the southeast corner of Property ID 186708, thence
West along the southern boundary of Property ID 186708 to the point it meets Property ID 186713, thence

South along the boundary of Property ID 186713, continuing south along the boundary to the point it meets the western boundary of the City of Grand Prairie, thence


North along the western boundary of the City of Grand Prairie as it runs along the eastern right of way boundary of S State Highway 360 to the point it meets Property ID 186699, thence

North along the western boundary of Property ID 186699, continuing east along the boundary until it meets Property ID 273808, thence

East along the northern boundary of Property ID 273808 to the point it meets the western right of way boundary of FM 661, which is the point of beginning

## ADZ \#7

Beginning at the northwest corner of Property ID 28021690010010000 where it meets the southern right of way boundary of W Crossland Boulevard, thence

East along the southern right of way boundary of W Crossland Boulevard to the point it meets the western right of way boundary of S Carrier Parkway, thence

South along the western right of way boundary of S Carrier Parkway, along the eastern boundary of Property ID 28021680010020000, thence

East across S Carrier Parkway to the northwest corner of Property ID 28125000010030000, thence
East along the northern boundary of Property ID 28125000010030000, continuing south along the boundary to the point it meets Property ID 28110450011R10000, thence

East along the northern boundary of Property ID 28110450011R10000, continuing south along the boundary to the point it meets Property ID 28110450011R20000, thence

West along the southern boundary of Property ID 28110450011 R20000 to the point it meets S Carrier Parkway, thence

West across S Carrier Parkway to the point it meets Property ID 280216800107 C0000, thence
South along western right of way boundary of S Carrier Parkway to the point it meets the southeast corner of Property ID 28021680010080000, thence

West along the northern right of way boundary of Interstate 20 to the point it meets the southwest corner of Property ID 28021680010050000, thence

North along the western boundary of Property ID 28021680010050000 to the point it meets Property ID 28021680010010000, thence

North along the western boundary of Property ID 28021680010010000 to the point it meets Property ID 28021680010090000, thence

North along the western boundary of Property ID 28021680010090000, continuing east along the boundary to the point it meets Property ID 28021690010010000 , thence

North along the western boundary of Property ID 28021690010010000 to the point it meets the southern right of way boundary of W Crossland Boulevard, which is the point of beginning.


## ADZ \#8

ADZ \#8 consists of two non-contiguous areas, one north of ADZ \#1, within Tarrant County, and one south of ADZ \#1, within Dallas County.

North of ADZ \#1: Beginning at the point where the eastern corner of Property ID 04009568 meets the western right of way boundary of Lake Ridge Parkway, thence

South along the western right of way boundary of Lake Ridge Parkway to the point it meets the eastern boundary of Tarrant County, thence

North across Lake Ridge Parkway to the eastern right of way boundary of Lake Ridge Parkway, thence
North along the eastern right of way boundary of Lake Ridge Parkway to the point it meets the southwest corner of Property ID 04009533, thence

West across Lake Ridge Parkway to the point where the eastern corner of Property ID 04009568 meets the western right of way boundary of Lake Ridge Parkway, which is the point of beginning.

South of ADZ \#1: Beginning at the southern border of the original Dallas county boundaries of TIRZ \#3, where it meets the eastern right of way boundary of Lake Ridge Parkway, thence

South along the eastern right of way boundary of Lake Ridge Parkway, across Joe Pool Lake, to the point Lake Ridge Parkway meets the City of Grand Prairie limit, thence

West across Lake Ridge Parkway to the western right of way boundary of Lake Ridge Parkway, thence
North along the western right of way boundary of Lake Ridge Parkway to the point it meets the origina Dallas county boundaries of TIRZ \#3, thence

East across Lake Ridge Parkway to the point where the southern border of the original Dallas county boundaries of TIRZ \#3 meets the eastern right of way boundary of Lake Ridge Parkway, which is the point of beginning.


## ADZ \#9

Beginning at the point where Property ID 184414 meets the southern right of way boundary of Highway 287, thence

South along the southern right of way boundary of Highway 287 to the point it meets the northeast corner of Property ID 245944, thence

South along the eastern boundary of Property ID 245944 to the point it meets the eastern right of way boundary of Old Fort Worth Road, thence

South along the eastern right of way boundary of Old Fort Worth Road to the point it meets the southeast corner of Property ID 190600, thence

West along the southern boundary of Property ID 190600 to the point it meets Property ID 261508, thence South along the eastern boundary of Property ID 261508 to the point it meets the northwest corner of Property ID 261509, thence

East along the northern boundary of Property ID 261509 to the point it meets the northwest corner of 196791, thence

East along the northern boundary of Property ID 196791, continuing south along the eastern boundary of Property ID 196791 to the point it meets Property ID 216966, thence

South along the eastern boundary of Property ID 216966 to the point it meets Miller Road, thence South across Miller Road, continuing south along the eastern extraterrestrial jurisdiction boundary of the City of Grand Prairie and the eastern boundary of Property ID 181916, to the point it meets the southern right of way boundary of Weatherford Road, thence

West along the southern right of way boundary of Weatherford Road to the point it meets the eastern boundary of Miller Road, thence

South along the eastern boundary of Miller Road to the point it meets the southeast corner of Property ID 186390, thence

West along the southern boundary of Property ID 186390 to the point it meets Property ID 181262, thence
West along the southern boundary of Property ID 181262 to the point it meets Property ID 186389, thence
West along the southern boundary of Property ID 186389 to the point it meets V V Jones Road, thence
South along the western right of way boundary of V V Jones Road to the point it meets the southeast corner of Property ID 179554, thence


West along the southern boundary of Property ID 179554 to the point it meets Property ID 179553, thence
West along the southern boundary of Property ID 179553, thence
North along the western boundary of Property ID 179553 to the point it meets Property ID 277740, thence
North along the western boundary of Property ID 277740 to the point it meets the western boundary of Ellis County, thence

North along the western boundary of Ellis County to the point it meets the extraterritorial jurisdiction boundary of the City of Grand Prairie, thence

Following the extraterritorial jurisdiction boundary of the City of Grand Prairie to the point it meets the northern corner of Property ID 184414 where it meets the southern right of way boundary of Highway 287 , which is the point of beginning.

## ADZ \#9A

BEING a 35.588 acre tract of land situated in The J. Stewart Survey, Abstract Number 961, located in Ellis County, Texas, being all of a tract of land described in the Special Warranty Deed to Bloomfield Homes, L.P. recorded in Instrument Number 2156572, Official Public Records, Ellis County, Texas (OPRECT), said 35.588 acre tract as determined from a survey by Desireé L. Hurst, RPLS 6230 on October 02, 2023 (ground distances are expressed in US survey feet using a project combined scale factor of 1.000072449 being more particularly described as follows:

BEGINNING at a found aluminum disk stamped "TxDOT" having Texas Coordinate System of the North American Datum of 1983 (2011) EPOCH 2010, North Central Zone (4202) Grid Coordinates of Northing 6870345.4 and Easting 2412541.7, at the northeast corner of said Bloomfield Homes tract, the southeast corner of land described AS Tract 3 in Special Warranty Deed to Soap Box Partners LP recorded in Instrument Number 2156131, OPRECT and the West right-of-way line of State Highway No. 287, a variable width right-of-way, recorded in Volume 1741, Page 927 Deed Records, Ellis County Texas (DRECT);

THENCE with the east line of said Bloomfield Homes tract and the west right-of-way line of said State Highway No. 287 the following three (3) courses and distances:

1. South 46 degrees 34 minutes 48 seconds East, a distance of 160.33 feet to a found $1 / 2^{\prime \prime}$ iron rod 2. South 46 degrees 33 minutes 02 seconds East, a distance of 438.46 feet to a found $1 / 2^{\prime \prime}$ iron rod with an illegible cap;
2. South 52 degrees 19 minutes 24 seconds East, a distance of 510.07 feet to a found $1 / 2^{\prime \prime}$ iron rod with a cap stamped "RPLS 4818 at the most east corner of said Bloomfield Homes tract and on the north line of a called 11.96 acre tract described in Deed to Southland Contracting Inc. recorded Volume 1968, Page 6815, DRECT and further described in Volume 2109, Page 319, DRECT;

THENCE South 58 degrees 48 minutes 19 seconds West, with the southeast line of said Bloomfield Homes tract and the north line of said 11.96 acre tract, a distance of 442.27 feet to a found $5 / 8^{\prime \prime}$ iron rod at an inner ell corner of said Bloomfield Homes tract and the northwest corner of a said 11.96 acre tract;

THENCE South 30 degrees 53 minutes 53 seconds East, with an inner east line of said Bloomfield Homes tract and the west line of said 11.96 acre tract, a distance of 832.45 feet to a found $1 / 2^{\prime \prime}$ iron rod at the southeast corner of said Bloomfield Homes tract, the southwest corner of a said 11.96 acre tract and on the north line of a called 29.643 acre tract to Quinn Huynh and Kim Bui recorded in Instrument Number 1736137, OPRECT;

THENCE South 59 degrees 36 minutes 39 seconds West, with the south line of said Bloomfield Homes tract and the north line of said 29.643 acre tract, at a passing distance of 767.06 feet a found $1 / 2^{\prime \prime}$ iron rod, and continuing a total distance of 792.06 feet to a point in the approximate centerline of Old Fort Worth Road;

THENCE North 30 degrees 47 minutes 45 seconds West, with the approximate centerline of said Old Fort Worth Road and the west line of said Bloomfield Homes tract, a distance of 541.72 feet to a point in the approximate centerline of said Old Fort Worth Road;

## Area Development Zone \#9A



THENCE North 59 degrees 10 minutes 50 seconds East, at a passing distance of 25.05 feet a found $5 / 8$ " aluminum disk stamped "Brazos Electric Waco S-3" continuing along a total distance of 320.17 feet to a found 5/8" aluminum disk stamped "Brazos Electric Waco S-3" at the southeast corner of a called 2.0000 acre tract to Brazos Electric Power Cooperative, INC. recorded in Volume 1192, Page 654, DRECT

THENCE North 30 degrees 49 minutes 10 seconds West, a distance of 295.16 feet to a found $5 / 8$ " aluminum disk stamped "Brazos Electric Waco S-3" at the northeast corner of said 2.0000 acre tract;

THENCE South 59 degrees 10 minutes 50 seconds West, at a passing distance of 295.05 feet a found $5 / 8$ " aluminum disk stamped "Brazos Electric Waco S-3" continuing a total distance of 320.05 feet to a point in the approximate centerline of said Old Fort Worth Road;

THENCE with the approximate centerline of said Old Fort Worth Road the following three (3) courses and distances: 1. North 30 degrees 47 minutes 45 seconds West, a distance of 747.81 feet to a point for corner;
2. North 59 degrees 35 minutes 14 seconds East, a distance of 2.79 feet to a point for corner;
3. North 30 degrees 17 minutes 54 seconds West, a distance of 45.40 feet to a found mag nail with washer stamped "YPASSOCIATES.COM" at the northwest corner of said Bloomfield Homes tract and the south corner of said Tract 3;

THENCE North 43 degrees 18 minutes 19 seconds East, with the north line of said Bloomfield Homes tract and the south line of said Tract 3, a distance of 914.79 feet to the POINT OF BEGINNING and containing 35.588 acres, or 1,550,222 square feet of land, more or less.

## ADZ \#10

Beginning at the point where the eastern boundary of Property ID R000008055 and the extraterritorial jurisdiction boundary of the City of Grand Prairie meet the eastern boundary of Johnson County, thence

West along the extraterritorial jurisdiction boundary of the City of Grand Prairie to the point it meets the eastern right of way boundary of County Road 511, thence

South along the eastern right of way boundary of County Road 511 to the point it meets Property ID R000021410, thence

South along the western boundary of Property ID R000021410 to the point it meets Property ID R000021411, thence

South along the western boundary of Property ID R000021411 to the point it meets the Country Road 506, thence

West along the northern boundaries of Property IDs R000021430 and R000021431 to the point it meets Property ID R000018613, thence

South along the western boundary of Property ID R000018613, continuing south along the western boundaries of Property IDs R000012507 and R000012508 to the point it meets County Road 619, thence

South along the western right of way boundary of County Road 619 to the point it meets the southeast corner of Property ID R000012498, thence

West along the southern boundary of Property ID R000012498 to the point it meets the northwest corner of Property ID R000012513, thence

South along the western boundary of Property ID R000012513 to the point it meets Property ID R000092429, thence

South along the western boundary of Property ID R000092429 to the point it meets Property ID R000012503, thence

South along the western boundary of Property ID R000012503 to the point it meets Property ID R000001865, thence

South along the western boundary of Property ID R000001865 to the point it meets County Road 502, thence


East along the southern right of way boundary of County Road 502 to the point it meet Property ID R000001820, thence

South and then north along the boundary of Property ID R000001820 to the point the northeast corner meets the eastern boundary of Johnson County, thence

North along the eastern boundary of Johnson County to the point where the eastern boundary of Property ID R000008055 and the extraterritorial jurisdiction boundary of the City of Grand Prairie meet the eastern boundary of Johnson County, which is the point of beginning.

## ADZ \#11

ADZ \#11 consists of 1,200.43 acres, consisting of three contiguous tracts, including 1) Tract 1 in the extraterritorial jurisdiction of the City of Grand Prairie, consisting of 1,045 acres, 2) Tract 2 in the City limits consisting of 94.12 acres, and 3) Tract 3 in the City limits consisting of 61.31 acres.

## TRACT 1 - 1,045 ACRES

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 $30^{\circ} 37$ ' 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 $59^{\circ} 28^{\prime} 48^{\prime \prime}$ 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 $59^{\circ} 42^{\prime} 41^{\prime \prime}$ 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 "GAl" 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 $00^{\circ} 25^{\prime} 19^{\prime \prime}$ 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 $80^{\circ} 44^{\prime} 05^{\prime \prime}$ 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 $00^{\circ} 34^{\prime} 32^{\prime \prime}$ 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 $80^{\circ} 39^{\prime} 59$ " 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 $00^{\circ} 39^{\prime} 30^{\prime \prime}$ West, a distance of 1020.64 feet to a set $1 / 2$ inch iron rod with a "GAl" cap for a point;

North $00^{\circ} 18$ ' 44 " West, a distance of 377.75 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point;

North $74^{\circ} 18$ ' 19 " East, a distance of 313.49 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point;

South $84^{\circ} 01^{\prime} 57^{\prime \prime}$ East, a distance of 690.12 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point;
North $67^{\circ} 27^{\prime} 25^{\prime \prime}$ West, a distance of 467.88 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point; North $06^{\circ} 00^{\prime} 25^{\prime \prime}$ West, a distance of 1605.91 feet to a set $1 / 2$ inch iron rod with a "GAl" cap for a point; North $34^{\circ} 58^{\prime} 18^{\prime \prime}$ East, a distance of 449.38 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point; South $87^{\circ} 16^{\prime} 02^{\prime \prime}$ East, a distance of 508.67 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point; North $03^{\circ} 14^{\prime} 20^{\prime \prime}$ East, a distance of 467.31 feet to a set $1 / 2$ inch iron rod with a "GAl" cap for a point; North $29^{\circ} 57^{\prime} 57^{\prime \prime}$ West, a distance of 469.84 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point;

North $63^{\circ} 28^{\prime} 38^{\prime \prime}$ 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 $00^{\circ} 44^{\prime} 59$ " West, a distance of 314.29 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point; North $00^{\circ} 22^{\prime} 03^{\prime \prime}$ West, a distance of 342.47 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point; North $51^{\circ} 17$ ' 16 " West, a distance of 518.01 feet to a set $1 / 2$ inch iron rod with a "GAl" cap for a point;

North $28^{\circ} 37^{\prime} 06^{\prime \prime}$ East, a distance of 559.09 feet to a found Aluminum Army Corp of Engineers monument for a point;

## ADZ \#11 (Continued)

North $50^{\circ} 53^{\prime} 29^{\prime \prime}$ East, a distance of 867.05 feet to a found Aluminum Army Corp of Engineers monument for a point;

North $16^{\circ} 55^{\prime} 44^{\prime \prime}$ 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 $89^{\circ} 56^{\prime} 00^{\prime \prime}$ 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 $00^{\circ} 04^{\prime} 27^{\prime \prime}$ 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 $89^{\circ} 50^{\prime} 14^{\prime \prime}$ 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 $00^{\circ} 08^{\prime} 12^{\prime \prime}$ 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 $89^{\circ} 51^{\prime} 04^{\prime \prime}$ 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 $43^{\circ} 37^{\prime} 04^{\prime \prime}$ 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 $59^{\circ} 31^{\prime} 36$ " 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 $39^{\circ} 45^{\prime} 25^{\prime \prime}$ 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 $06^{\circ} 10^{\prime} 01^{\prime \prime}$ 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 $88^{\circ} 42^{\prime} 01^{\prime \prime}$ West, a distance of 935.97 feet to a set $1 / 2$ inch iron rod with a "GAl" 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 $89^{\circ} 46^{\prime} 05^{\prime \prime}$ 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 "GAl" 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 $01^{\circ} 07^{\prime} 09^{\prime \prime}$ 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 "GAl" cap, being the northeast corner of said Texas Midstream tract;

THENCE South $83^{\circ} 27^{\prime} 27^{\prime \prime}$ 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 $1 / 2$ iron rod with a "GAI" cap, being the northwest corner of said Texas Midstream tract;

THENCE South $01^{\circ} 07^{\prime} 51^{\prime \prime}$ 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 "GAl" cap, being in the north line of said One Windsor tract;

THENCE South $89^{\circ} 46^{\prime} 05^{\prime \prime}$ 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 $00^{\circ} 13 \prime 55^{\prime \prime}$ 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 "GAl" cap, being the southwest corner of said One Windsor tract;

THENCE South $83^{\circ} 32^{\prime} 55^{\prime \prime}$ 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 $00^{\circ} 16^{\prime} 39^{\prime \prime}$ 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 $28^{\circ} 35^{\prime} 03^{\prime \prime}$ 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.;

## ADZ \#11 (Continued)

THENCE South $28^{\circ} 35^{\prime} 55^{\prime \prime}$ 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 $24^{\circ} 18^{\prime} 13^{\prime \prime}$, and a long chord which bears South $16^{\circ} 26^{\prime} 49^{\prime \prime}$ 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 "GAl" cap for a point;

THENCE South $04^{\circ} 17^{\prime} 42^{\prime \prime}$ 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 "GAl" cap, being the southwest corner of said remainder of Tract II;

THENCE North $89^{\circ} 32^{\prime} 54^{\prime \prime}$ 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 "GAl" cap for a point;

THENCE South $00^{\circ} 43^{\prime} 43^{\prime \prime}$ 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 "GAl" cap for a point;

THENCE South $04^{\circ} 47^{\prime} 16^{\prime \prime}$ East, a distance of 33.02 feet to a set $1 / 2$ inch iron rod with a "GAl" cap for a point;
THENCE South $63^{\circ} 08^{\prime} 29$ " West, a distance of 760.55 feet to a set $1 / 2$ inch iron rod with a "GAl" cap for a point;

THENCE South $61^{\circ} 09^{\prime} 15$ " West, a distance of 322.66 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point;

THENCE South $63^{\circ} 34^{\prime} 35$ " West, a distance of 272.26 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point;

THENCE South $68^{\circ} 55^{\prime} 46^{\prime \prime}$ West, a distance of 241.36 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point;

THENCE South $71^{\circ} 19$ ' 10 " West, a distance of 270.19 feet to a set $1 / 2$ inch iron rod with a "GAl" cap for a point;

THENCE South $80^{\circ} 23^{\prime} 15$ " West, a distance of 1119.17 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point;

THENCE South $30^{\circ} 27^{\prime} 05^{\prime \prime}$ East, a distance of 808.63 feet to a set $1 / 2$ inch iron rod with a "GAl" cap for a point;

THENCE South $59^{\circ} 50^{\prime} 30^{\prime \prime}$ West, a distance of 1658.80 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point

THENCE North $50^{\circ} 44^{\prime} 03^{\prime \prime}$ West, a distance of 834.78 feet to a set $1 / 2$ inch iron rod with a "GAl" 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 $81^{\circ} 42^{\prime} 35^{\prime \prime}$ 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 "GAl" cap, being in the southeast corner of said Randol Mill Capital southern tract;

THENCE North $30^{\circ} 55^{\prime} 31^{\prime \prime}$ 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 $81^{\circ} 41^{\prime} 41^{\prime \prime}$ 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 "GAl" cap, being in the northwest corner of said Randol Mill Capital southern tract;

THENCE South $30^{\circ} 54^{\prime} 43^{\prime \prime}$ 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 $58^{\circ} 50^{\prime} 54^{\prime \prime}$ 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 $1 / 2$ nch iron rod with a "GAl" cap for a point;

THENCE North $50^{\circ} 43^{\prime} 31^{\prime \prime}$ 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 - 94.12 ACRES

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 $51^{\circ} 07^{\prime} 00^{\prime \prime}$ 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;

## ADZ \#11 (Continued)

THENCE North $49^{\circ} 03^{\prime} 20^{\prime \prime}$ 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 $20^{\circ} 33^{\prime} 33^{\prime \prime}$ and a long chord which bears North $50^{\circ} 38^{\prime} 59^{\prime \prime}$ 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 $47^{\circ} 29^{\prime} 39^{\prime \prime}$ 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 $30^{\circ} 46^{\prime} 51^{\prime \prime}$ 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 $81^{\circ} 42^{\prime} 35^{\prime \prime}$ 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 $50^{\circ} 44^{\prime} 03^{\prime \prime}$ 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 $59^{\circ} 50^{\prime} 30^{\prime \prime}$ East, a distance of 1658.80 feet to a set $1 / 2$ inch iron rod with GAI cap; THENCE North $30^{\circ} 27^{\prime} 05^{\prime \prime}$ West, a distance of 808.63 feet to a set $1 / 2$ inch iron rod with GAI cap; THENCE North $80^{\circ} 23^{\prime} 15^{\prime \prime}$ East, a distance of 1119.17 feet to a set $1 / 2$ inch iron rod with GAI cap; THENCE North $71^{\circ} 19^{\prime} 10^{\prime \prime}$ East, a distance of 270.19 feet to a set $1 / 2$ inch iron rod with GAI cap; THENCE North $68^{\circ} 55^{\prime} 46^{\prime \prime}$ East, a distance of 241.36 feet to a set $1 / 2$ inch iron rod with GAI cap; THENCE North $63^{\circ} 34^{\prime} 35$ " East, a distance of 272.26 feet to a set $1 / 2$ inch iron rod with GAI cap; THENCE North $61^{\circ} 09^{\prime} 15^{\prime \prime}$ East, a distance of 322.66 feet to a set $1 / 2$ inch iron rod with GAI cap; THENCE North $63^{\circ} 08^{\prime} 29^{\prime \prime}$ East, a distance of 760.55 feet to a set $1 / 2$ inch iron rod with GAI cap THENCE North $04^{\circ} 47^{\prime} 16$ " West, a distance of 33.02 feet to a set $1 / 2$ inch iron rod with GAI cap;

THENCE North $00^{\circ} 43^{\prime} 43^{\prime \prime}$ 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 $89^{\circ} 32^{\prime} 54^{\prime \prime}$ 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 $00^{\circ} 42^{\prime} 37$ " 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 $04^{\circ} 47$ '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 $29^{\circ} 51^{\prime} 04^{\prime \prime}$ West, a distance of 133.25 feet to a set $1 / 2$ inch iron rod with GAI cap; THENCE South $61^{\circ} 25^{\prime} 14^{\prime \prime}$ West, a distance of 290.88 feet to a set $1 / 2$ inch iron rod with GAI cap; THENCE South $63^{\circ} 08^{\prime} 29^{\prime \prime}$ West, a distance of 737.31 feet to a set $1 / 2$ inch iron rod with GAI cap; THENCE South $61^{\circ} 09^{\prime} 15$ " West, a distance of 324.54 feet to a set $1 / 2$ inch iron rod with GAI cap; THENCE South $63^{\circ} 34^{\prime} 35^{\prime \prime}$ West, a distance of 305.87 feet to a set $1 / 2$ inch iron rod with GAI cap; THENCE South $68^{\circ} 55^{\prime} 46^{\prime \prime}$ West, a distance of 274.83 feet to a set $1 / 2$ inch iron rod with GAI cap; THENCE South $71^{\circ} 19^{\prime} 10$ " West, a distance of 319.78 feet to a set $1 / 2$ inch iron rod with GAI cap; THENCE South $80^{\circ} 23^{\prime} 15^{\prime \prime}$ West, a distance of 440.31 feet to a set $1 / 2$ inch iron rod with GAI cap; THENCE South $30^{\circ} 27^{\prime} 05^{\prime \prime}$ East, a distance of 588.09 feet to a set $1 / 2$ inch iron rod with GAI cap;

THENCE South $59^{\circ} 50^{\prime} 30$ " 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.

## TRACT 3 - 61.31 ACRES

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:

## ADZ \#11 (Continued)

North $50^{\circ} 39^{\prime} 14^{\prime \prime}$ West, a distance of 1203.70 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point; North $50^{\circ} 53^{\prime} 38^{\prime \prime}$ West, a distance of 58.13 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point; North $52^{\circ} 32^{\prime} 36^{\prime \prime}$ West, a distance of 196.96 feet to a set $1 / 2$ inch iron rod with a "GAl" cap for a point; North $50^{\circ} 38^{\prime} 03^{\prime \prime}$ West, a distance of 1181.10 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point; North $46^{\circ} 40^{\prime} 14^{\prime \prime}$ West, a distance of 61.88 feet to a found Aluminum Disk TX-DOT monument for a point; North $50^{\circ} 46^{\prime} 02^{\prime \prime}$ 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 $60^{\circ} 04^{\prime} 27^{\prime \prime}$ 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 $01^{\circ} 07^{\prime} 47^{\prime \prime}$ 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 $59^{\circ} 28^{\prime} 48^{\prime \prime}$ 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 "GAl" cap for a point;

THENCE South $50^{\circ} 43^{\prime} 31^{\prime \prime}$ 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 $58^{\circ} 50^{\prime} 54^{\prime \prime}$ West, along said common line, a distance of 371.88 feet to a set $1 / 2$ inch iron rod with a "GAl" 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 $62^{\circ} 14^{\prime} 04^{\prime \prime}$ West, a distance of 228.11 feet to a set $1 / 2$ inch iron rod with a "GAl" cap for a point;
North $72^{\circ} 36^{\prime} 09^{\prime \prime}$ West, a distance of 170.09 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point;
South $85^{\circ} 23^{\prime} 38^{\prime \prime}$ West, a distance of 141.06 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point;

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

South $46^{\circ} 28^{\prime} 11^{\prime \prime}$ West, a distance of 221.97 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point;
South $30^{\circ} 00^{\prime} 31^{\prime \prime}$ 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 ORDINANCE

## MEETING DATE:

PRESENTER:
TITLE:

## REVIEWING COMMITTEE:

04/16/2024
Natalie Moore, David Pettit Economic Development
Ordinance Approving an Amended Project Financing Plan for Tax Increment Reinvestment Number Three
(Reviewed by the Tax Increment Reinvestment Zone \#3 Board on 04/16/2024)

## PURPOSE:

In conjunction with council's consideration of the expansion of TIRZ \#3, David Pettit Economic Development (DPED) reevaluated values within the existing TIRZ \#3, considered what was proposed within the master planned development of the additional land which was considered for incorporation, and provided a Preliminary Project Plan \& Financing Plan, as is required by State law. The Amended Project Plan and Financing Plan is being submitted for consideration.

## HISTORY:

On July 13, 1999, the City Council of the City of Grand Prairie, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 6097 designating a contiguous geographic area within the City as Reinvestment Zone Number Three (TIRZ \#3), City of Grand Prairie, Texas. In December of 2019, Council extended the term and expanded the territory of TIRZ \#3 to include 7 other "Area Development Zones" (ADZ) beyond the original Zone. On August 1, 2023, the City adopted Ordinance No. 11399-2023, amending the Zone to expand the boundaries and extend the term.

## FINANCIAL CONSIDERATION:

The updated and amended Preliminary Project Plan \& Financing Plan reveals that the City's sole participation in Tax Increment Reinvestment Zone \#3 at $75 \%$ will generate $\$ 4,204,504,307$ in revenues for use in funding Water Facilities and Improvements, Sanitary Sewer Facilities and Improvements, Storm Water Facilities and Improvements, Transit/Parking Improvements, Street and Intersection Improvements, Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements, Economic Development Grants, the incremental costs of providing municipal services incurred as a result of the creation of the zone or the development or redevelopment of the land in the zone, and associated administrative costs (as shown on page 8).

## BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS APPROVING AN AMENDED PROJECT AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER THREE, CITY OF GRAND PRAIRIE, TEXAS; MAKING VARIOUS FINDINGS RELATED TO SUCH PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, as authorized by Chapter 311 of the Texas Tax Code (the "Act") and pursuant to Ordinance No. 6097 adopted by the City Council of the City of Grand Prairie, Texas (the "City") on July 13, 1999, the City created Tax Increment Reinvestment Zone Number Three, City of Grand Prairie, Texas (the "Zone"); and

WHEREAS, on August 17, 1999, the board of directors of the Zone (the "Board") adopted a Project and Financing Plan for the Zone, as required by Section 311.011(a) of the Act; and

WHEREAS, on August 17, 1999, the City Council of the City of Grand Prairie, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 6126 amending the Zone and approving the Project and Financing Plan for the Zone; and

WHEREAS, as authorized by Chapter 311 of the Texas Tax Code (the "Act") and pursuant to Ordinance No. 10776 adopted by the City Council of the City of Grand Prairie, Texas (the "City") on December 17, 2019, the City amended the Zone to expand the boundaries and extend the term; and

WHEREAS, on November 18, 2020, the Board adopted an Amended Project and Financing Plan for the Zone, as required by Section 311.011(a) of the Act; and

WHEREAS, on December 15, 2020, the City Council of the City of Grand Prairie, Texas, pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 10950-2020 approving the Project and Financing Plan for the Zone; and

WHEREAS, as authorized by Chapter 311 of the Texas Tax Code (the "Act") and pursuant to Ordinance No. 11399-2023 adopted by the City Council of the City of Grand Prairie, Texas (the "City") on August 1, 2023, the City amended the Zone to expand the boundaries and extend the term; and

WHEREAS, on February 20, 2024, the Board adopted the Amended Project and Financing Plan the Zone; and

WHEREAS, as authorized by Chapter 311 of the Texas Tax Code (the "Act") and pursuant to Ordinance No. $\qquad$ adopted by the City Council of the City of Grand Prairie, Texas (the "City") on April 16, 2024, and prior to the adoption of this ordinance, the City amended the Zone to expand the boundaries and extend the term; and

WHEREAS, as authorized by Section 311.011(e), and 311.008, of the Act, on April 16, 2024 the Board recommended that the Amended Project and Financing Plan in Exhibit "A" (the "Plan"), be approved by the City Council.

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

SECTION 1. The City Council hereby finds the statements and facts set forth in the recitals of this Ordinance are true and correct, the plan includes all information required by Sections 311.003(b) and (c) of the Act, the Plan is feasible, and the Plan conforms to the City's master plan.

SECTION 2. Based on the findings set forth in Section 1 of this Ordinance, the Plan is hereby approved.

SECTION 3. If any portion, section or part of a section of this Ordinance is subsequently declared invalid, inoperative or void for any reason by a court of competent jurisdiction, the remaining portions, sections or parts of sections of this Ordinance shall be and remain in full force and effect and shall not in any way be impaired or affected by such decision, opinion or judgment.

SECTION 4. This Ordinance shall take effect immediately upon passage and approval.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 16TH DAY OF APRIL 2024.

Tax Increment Reinvestment Zone \#3 City of Grand Prairie, Texas


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Grand Prairie, Texas, is centrally located in the Dallas-Fort Worth-Arlington Metropolitan Statistical Area and covers about 81 square miles. With a 2021 population of 197,347 , it is the 15th largest city in Texas and in the top 150 nationwide.

The city's northern border lies 5 to 10 minutes south of the Dallas-Fort Worth International Airport. Passing east and west through Grand Prairie and linking the city with major markets are Interstate 30, a strong entertainment and business corridor, and Interstate 20, developing as a significant retail and corporate location. Quick access to the Dallas-Fort Worth International Airport, the large local markets of Dallas and Fort Worth, and convenient rail and interstate highways continue to attract the new construction of warehouse, distribution and manufacturing buildings.

Local attractions within Grand Prairie include Epic Waters, a community-driven indoor waterpark showcasing 80,000
square-foot of year-round water fun, Lone Star Park, a Class 1 track featuring a European-style paddock and live racing on
dirt and grass surfaces, The Theatre at Grand Prairie, a 6,350dirt and grass surfaces, The Theatre at Grand Prairie, a 6,350seat live performance hall, Action Park Grand Prairie, a $\$ 1.2$ million outdoor skate park, and much more.


Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.
The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.



## Tax Increment Reinvestment Zone \#3, City of Grand Prairie

Tax Increment Reinvestment Zone \#3 (TIRZ) was created on July 13, 1999 by the City Council of the City of Grand Prairie Texas by Ordinance No. 6097. The TIRZ was originally a contiguous area in both Dallas and Tarrant County. By tax year 2012, the City of Grand Prairie, Tarrant County, Tarrant County Hospital District and Tarrant County College ceased collection and payment of all increment from the Tarrant County parcels in the TIRZ as obligations for projects located in the Tarrant County portion of the zone were fully paid. The Dallas county portion of the zone remains in place, and can be seen on the map to the left in red. On December 17, 2019 the TIRZ was amended, expanding the boundaires to include seven additional noncontiguous areas and extending the term to December 31, 2041 (with the final year's tax increment to be collected by September 1, 2042). On August 1, 2023, City Council approved Ordinance 11399-2023 further expanding the TIRZ to include ADZ \#9, ADZ \#10, and ADZ \#11. For those areas added to the TIRZ in the August 1, 2023 amendment, the term expires December 31, 2063 (with the final year's tax increment to be collected by September 1, 2064). On April 16, 2024, City Council approved an ordinance to further expanded the TIRZ to include ADZ \#9A and to extend the term for ADZ \#9 and \#10, and to set the term for ADZ \#9A, so that the term for ADZ \#9, \#9A, and \#10 will expire December 31, 2084 (with the final year's tax increment to be collected by September 1, 2085).
The goal is to continue to fund the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions. TIRZ \#3 will promote the creation of commercial development consisting of retail, office, hotel, as well as residential development.
This amended project and financing plan outlines the funding of $\$ 4,204,504,307$ in public improvements related to streets, water and sewer improvements, parks and open spaces, and economic development grants. The TIRZ can fund these improvements through the contribution of the City's real property tax increment within the Zone. Without the implementation of the TIRZ, the specified property would impair the sound growth of the municipality.

Powers and Duties of Board of Directors

The board of directors of a reinvestment zone shall make recommendations to the governing body of the municipality or county that created the zone concerning the administration of this chapter in the zone. The governing body of the municipality by ordinance or resolution or the county by order or resolution may authorize the board to exercise any of the municipality's or county's powers with respect to the administration, management, or operation of the zone or the implementation of the project plan for the zone, except that the governing body may not authorize the board to:
(1) issue bonds;
(2) impose taxes or fees;
(3) exercise the power of eminent domain; or
(4) give final approval to the project plan.

In addition, the Texas Legislature, as a result of the Supreme Court case and other societal factors, has significantly limited and clarified that eminent domain may only be used by a municipality for a "public use" as opposed to a "public purpose." As stated above, the board of directors is not granted the power of eminent domain.


## Boundary Description

Grand Prairie TIRZ \#3 is noncontiguous and is made up of eleven area development zones (ADZ) consisting of approximately 10,063 acres.

ADZ \#1 consists of the original boundaries of the TIRZ originally created in 1999 and located within Dallas County. The expanded areas created in 2019 include ADZ \#2, \#3, \#4, and \#5 all within Tarrant County. Also added in 2019 is ADZ \#6 which is located in Ellis County and ADZ \#7 located in Dallas County. ADZ \#8 consists of portions of Lake Ridge Parkway north and south of ADZ \#1, and is located in both Tarrant and Dallas County. The areas included in the 2023 expansion include ADZ \#9 and ADZ \#11, which are located in Ellis County, and ADZ \#10 which is located in Johnson County. In 2024 an expansion was approved to include ADZ \#9A located in Ellis County.
Legal descriptions of each area are included in Appendix A of this Project and Financing Plan.


## Current Conditions

## Land Use

 entity, pursuant to Chapter 272 of the Local Government Code.

## Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of implementation.

## Zoning


It is not anticipated that there will be any changes to the master plan, building codes or other municipal ordinances or subdivision rules and regulations of the City at this time.

## Taxable Value Information


 value of which will be confirmed by the appraisal district.

## Area Redevelopment Zones

In 2019, DPED divided the TIRZ into eight Area Development Zones (ADZ) for the purpose of organizing our projections for future development. ADZ \#1 consists of the original TIRZ boundaries located within Dallas County. ADZ \#1, 2, 3, 4, 5, and 6 represent areas where there is expected to be new development. In the case of ADZ \#7, limited new construction is anticipated, however there is the potential for redevelopment. ADZ \#8 consists of Lake Ridge Parkway north and south of ADZ \#1, and no new construction is anticipated
On August 1, 2023, City Council approved Ordinance 11399-2023 expanding the TIRZ to include three additional ADZs: ADZ\#9, ADZ \#10, and ADZ \#11. ADZ \#9 and ADZ \#11 are located in Ellis County. ADZ \#10 is located in Johnson County. The property within ADZ\#9, ADZ \#10, and ADZ \#11 is located within the City or the extraterritorial jurisdiction of the City of Grand Prairie.
On April 16, 2024, City Council approved an ordinance to expand the TIRZ to include an additional ADZ: ADZ\#9A, located in Ellis County. The property within ADZ\#9A is located within the City of Grand Prairie.
The development projections for each ADZ were informed by available site plans for planned developments, land use plans, and insight from local market experts and industry trends. The following pages will highlight the available site plans used to inform projections for ADZ\#9, ADZ \#9A, ADZ \#10, and ADZ \#11.



 several years spanning the term of the TIRZ, and financed in part by incremental real property tax generated within the TIRZ.


|  | Projected <br> Completion Date | Square Feet | Units |  | Taxable Value |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| PSF |  |  |  |  |  |


|  | Projected Completion Date | Square Feet | Units |  | Taxable Value PSFIUNit |  | cremental Value | Sales PSF |  | Total Sales |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| AREA DEVELOPMENT ZONE \#9, \#9A, \& 10 |  |  |  |  |  |  |  |  |  |  |
| Mutififmily | 2029 |  | 238 | \$ | 150,000 | \$ | 35,665,500 |  |  |  |
| Multifamily | 2029 |  | 43 | \$ | 150,000 | \$ | 6,483,750 |  |  |  |
| Mutififamily | 2032 |  | 281 | \$ | 150,000 | \$ | 42,075,000 |  |  |  |
| Multifamily | 2035 |  | 283 | \$ | 150,000 | \$ | 42,480,000 |  |  |  |
| Multifamily | 2045 |  | 749 | \$ | 150,000 | \$ | 112,410,000 |  |  |  |
| Multifamily | 2045 |  | 288 | \$ | 150,000 | \$ | 43,200,000 |  |  |  |
| Multifamily | 2045 |  | 1,323 | \$ | 150,000 | \$ | 198,495,000 |  |  |  |
| Multifamily | 2043 |  | 865 | \$ | 150,000 | \$ | 129,780,000 |  |  |  |
| Mutififaily | 2032 |  | 96 | \$ | 150,000 | \$ | 14,325,000 |  |  |  |
| Mutifiamily | 2032 |  | 1,071 | \$ | 150,000 | \$ | 160,668,000 |  |  |  |
| Multifamily | 2038 |  | 400 | \$ | 150,000 | \$ | 60,000,000 |  |  |  |
|  |  | 18,459,656 | 10,670 |  |  | \$ 4,440,690,014 |  | \$ 337,990,752 |  |  |
| AREA DEVELOPMENT ZONE\#11 |  |  |  |  |  |  |  |  |  |  |
| Single Family | 2035 |  | 2,679 | \$ | 465,295 | \$ | 1,246,525,000 |  |  |  |
| Commercial | 2027 | 22,000 |  | \$ | 300 | \$ | 6,600,000 | \$300 |  | \$6,600,000 |
| Commercial | 2029 | 22,000 |  | \$ | 300 | \$ | 6,600,000 | \$300 |  | \$6,600,000 |
| Commercial | 2031 | 22,000 |  | \$ | 300 | \$ | 6,600,000 | \$300 |  | \$6,600,000 |
| Commercial | 2033 | 22,000 |  | \$ | 300 | \$ | 6,600,000 | \$300 |  | \$6,600,000 |
| Mutifiamily | 2027 |  | 338 | \$ | 150,000 | \$ | 50,700,000 |  |  |  |
| Mutifamily | 2029 |  | 338 | \$ | 150,000 | \$ | 50,700,000 |  |  |  |
| Mutifamily | 2031 |  | 338 | \$ | 150,000 | \$ | 50,700,000 |  |  |  |
| Multifamily | 2033 |  | 338 | \$ | 150,000 | \$ | 50,700,000 |  |  |  |
| Multifamily | 2036 |  | 337 | \$ | 150,000 | \$ | 50,550,000 |  |  |  |
|  |  | 88,000 | 4,368 |  |  | \$ | 1,526,275,000 |  | \$ | 26,400,000 |

## Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone \#3 that will be financed by in part by incremental real property tax generated within the TIRZ.

| Proposed Project Costs - TIRZ \#3 | $\$$ | $630,675,646$ | $15.0 \%$ |
| :--- | :--- | :---: | :---: |
| Water Facilities and Improvements | $\$$ | $630,675,646$ | $15.0 \%$ |
| Sanitary Sewer Facilities and Improvements | $\$$ | $630,675,646$ | $15.0 \%$ |
| Storm Water Facilities and Improvements | $\$$ | $168,180,172$ | $4.0 \%$ |
| Transit/Parking Improvements | $\$$ | $630,675,646$ | $15.0 \%$ |
| Street and Intersection Improvements | $\$$ | $420,450,431$ | $10.0 \%$ |
| Open Space, Park and Recreation Facilities and Improvements, Public <br> Facilities and Improvements | $\$$ | $210,225,215$ | $5.0 \%$ |
| Incremental Costs of Providing Municipal Services | $\$$ | $840,900,861$ | $20.0 \%$ |
| Economic Development Grants | $\$$ | $42,045,043$ | $1.0 \%$ |
| Administrative Costs | $\$ 4,204,504,307$ | $100.0 \%$ |  |
| Total |  |  |  |

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code. The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The $\$ 4,204,504,307$ project cost total amount shall be considered an estimate on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and oans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

Sec. 311.010 (i) of the Texas Tax Code notes the authority of the board of directors to contract with the municipality that created the zone to allocate from the tax increment fund for the zone an amount equal to the tax increment produced by the municipality and paid into the tax increment fund for the zone to pay the incremental costs of providing municipal services incurred as a result of the creation of the zone or the development or redevelopment of the land in the zone.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration.

Chapter 311 of the Texas Tax Code

## Sec. 311.002.

1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:
(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;
(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;
(C) real property assembly costs;
(D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;
(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;
(F) relocation costs;
(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;
$(H)$ interest before and during construction and for one year after completion of construction, whether or not capitalized;
(I) the cost of operating the reinvestment zone and project facilities;
(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;
(K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and
(L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

## Method of Financing

To fund the public improvements outlined on the previous pages and the incremental costs of providing municipal services incurred as a result of the creation of the zone or the development or redevelopment of the land in the zone, the City of Grand Prairie will contribute $75 \%$ of its real property increment.

## Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

## Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the following pages.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, DPED has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

| Real Property Tax - 2023 Rates |  | Participation |  |
| :--- | :--- | :--- | :--- |
| City of Grand Prairie | 0.66000000 | $75 \%$ | 0.4950000 |
| Dallas County | 0.21571800 | $0 \%$ | 0.0000000 |
| Tarrant County | 0.19450000 | $0 \%$ | 0.0000000 |
| Tarrant County Hospital | 0.19450000 | $0 \%$ | 0.0000000 |
| Hill College - Venus | 0.03809800 | $0 \%$ | 0.0000000 |
| Ellis County | 0.25286200 | $0 \%$ | 0.0000000 |
| Ellis County Lat Road | 0.01967000 | $0 \%$ | 0.0000000 |
| Johnson County | 0.33500000 | $0 \%$ | 0.0000000 |
| Parkland | 0.21950000 | $0 \%$ | 0.0000000 |
| TCCD | 0.11217000 | $0 \%$ | 0.0000000 |
| DCCD | 0.11002800 | $0 \%$ | 0.0000000 |
| Arlington ISD | 1.11560000 | $0 \%$ | 0.0000000 |
| Cedar Hill ISD | 1.13260000 | $0 \%$ | 0.0000000 |
| Grand Prairie ISD | 1.09505000 | $0 \%$ | 0.0000000 |
| Mansfield ISD | 1.14920000 | $0 \%$ | 0.0000000 |
| Venus ISD | 1.18070000 | $0 \%$ | 0.0000000 |
| Midlothian ISD | 1.10920000 | $0 \%$ | 0.0000000 |

## ADZ\#1 : INPUT \& OUTPUT

- InPUT



| REAL PROPERTY TAX |  | PARTICIPATION |  |
| :---: | :---: | :---: | :---: |
| City of Grand Prairie | 0.66000000 | 75\% | 0.4950 |
| Dallas County | 0.21571800 | 0\% | 0.0000000 |
| Parkland | 0.21950000 | 0\% | 0.0000000 |
| DCCD | 0.11002800 | 0\% | 0.0000000 |
| Cedar Hill ISD | 1.13260000 | 0\% | 0.0000000 |
|  | 2.33784600 |  | 0.4950000 |


| PERSONAL PROPERTY TAX |  | PARTICIPATION |  |
| :---: | :---: | :---: | :---: |
| City of Grand Prairie | 6000000 | 0\% | 0.000000 |
| Dallas County | 0.21571800 | 0\% | 0.0000000 |
| Parkland | 0.21950000 | 0\% | 0.0000000 |
| DCCD | 0.11002800 | 0\% | 0.0000000 |
| Cedar Hill ISD | 1.13260000 | 0\% | 0.0000000 |
|  | 2.33784600 |  | 0.0000000 |



$\xlongequal{22,000,000}$
OUTPUT

| TOTAL TAX REVENUE |  | TOTAL |  | REAL PROPERTY |  | PERSONAL PROPERTY |  |  | SALES |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| City of Grand Prairie | 28.2\% | s | 3,071,979 | $=$ | 3,071,979 | + |  |  | + | \$ |  |
| Dallas County | 9.2\% | s | 1,004,062 | = | 1,004,062 | + | s |  | + | \$ |  |
| Parkland | 9.4\% | s | 1,021,666 | = | 1,021,666 | + | \$ |  | + | s |  |
| DCCD | 4.7\% | s | 512,127 | $=$ | 512,127 | + | s |  | + | s |  |
| Cedar Hill ISD | 48.4\% | s | 5,271,702 | = | 5,271,702 | + | s |  | + | s |  |
|  | 100.0\% |  | $10,881,537$ $1000 \%$ |  | $\frac{10,881,537}{10.0 \%}$ |  |  |  |  | s | 0.0\% |


| TOTAL PARTICIPATION |  |  | TOTAL | REAL PROPERTY |  |  | PERSONAL PROPERTY |  |  | SALES |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| City of Grand Prairie | 100.0\% | s | 2,303,984 | $=$ |  | 2,303,984 | + |  |  | + | s |  |
| Dallas County | 0.0\% | s |  | = |  |  | + |  |  | + | \$ |  |
| Parkland | 0.0\% | s | . | = | s | . | + |  |  | + | \$ |  |
| DCCD | 0.0\% | s |  | $=$ |  | . | + |  |  | + | s |  |
| Cedar Hill IS | 0.0\% | s |  | $=$ |  | . | + |  | . | + | s |  |
|  | 100.0 | s | 2,303,984 |  | s | $\frac{2,303,984}{100.0}$ |  |  | $0.0 \%$ |  | s | 0.0\% |


| NET BENEFIT |  |  | OTAL | REAL PROPERTY |  |  | PERSONAL PROPERTY |  |  | SALES |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| City of Grand Prairie | 9.0\% | s | 767,995 | = |  | 767,995 | + | s | . | + | \$ |  |
| Dallas County | 11.7\% | s | 1,04,062 | $=$ | s | 1,004,062 | + | s | . | + | s |  |
| Parkland | 11.9\% | s | 1,021,666 | $=$ | s | 1,021,666 | + | s | . | + | s |  |
| DCCD | 6.0\% | s | 512,127 | = | s | 512,127 | + | s | - | + | s |  |
| Cedar Hill ISD | 61.5\% | s | 5,271,702 | = | s | 5,271,702 | + | s |  | + | \$ |  |
|  | 0.0\% | s | ${ }_{\text {8,577,552 }}^{100.0}$ |  | s | ${ }_{\text {8,577,552 }}^{100 \%}$ |  | s | $\cdots$ |  | s | 0.0\% |

tax revenue projections \& cost-benefit analysis



| REAL PROPERTY TAX |  | PARTICIPATION |  |
| :---: | :---: | :---: | :---: |
| City of Grand Pra | 0.66000000 | 75\% | 0.4950000 |
| Tarrant County | 0.19450000 | 0\% | 0.00000 |
| Tarrant County Hospital | 0.19450000 | 0\% | 0.000000 |
| TCCD | 0.11217000 | 0\% | 0.000000 |
| Arington ISD | 1.11560000 | 0\% | 0.0000000 |


| PERSONAL PROPERTY TAX |  | PARTICIPATION |  |
| :---: | :---: | :---: | :---: |
| City of Grand Prairie | 0.66000000 | 0\% | 0.0000000 |
| Tarrant County | 0.19450000 | 0\% | 0.0000000 |
| Tarrant County Hospital | 0.1945000 | 0\% | 0.0000000 |
| TCCD | 0.11217000 | 0\% | 0.0000000 |
| Arlington ISD | 1.11560000 | 0\% |  |
|  | 2.27677000 |  | 0.0000000 |




OUTPUT



- input


| Sales Tax Rate | 0.0200000 | $0.00 \%$ | 0.0000000 |
| :--- | :--- | :--- | :--- | :--- |



- output


| TOTAL PARTICIPATION |  | Total |  | REAL PROPERTY |  |  | PERSONAL PROPERTY |  | SALES |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| City of Grand Prairie | 100.0\% | s | 12,63, ${ }^{\text {a }}$, 33 | $\underline{=}$ |  | 12,636,353 | + | s | + | s |  |
| Tarrant County | 0.0\% | s |  | = | s |  | + | s | + | s |  |
| Tarant County Hospital | 0.0\% | s |  | = | s |  | + | s | + | 5 |  |
| ${ }^{\text {TCCD }}$ Aringon 1 SD | $\frac{0.0 \%}{0.0 \%}$ | s |  | $\underline{=}$ | s | . | $\stackrel{+}{+}$ | s | + | s |  |
|  | 100.0\% |  | ${ }^{12,686,353}$ |  | s | 12,636, |  | s |  | s |  |


| NET BENEFIT |  | Total |  | REAL PROPERTY |  |  | PERSONAL PROPERTY |  |  | ${ }_{\text {SALES }}$ |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| City of Grand Prairie | 25.9\% | 5 | 14,424,768 | = | ${ }^{\text {s }}$ | $4,212,118$ | + | s |  | + |  | 10,212,650 |
| Tarrant County | 8.9\% | s | 4,965,193 | = | s | 4,965,193 | + | s |  | + | s |  |
| Tarrant County Hospital | 8.9\% | s | 4,965,193 | = | s | 4,965,193 | + | s |  | + | s |  |
| TCCD | $\frac{5.1 \%}{511 \%}$ | $\frac{5}{5}$ |  | = | s | 2,863,474 | + | s |  | $\stackrel{+}{+}$ | s |  |
|  | 100.0\% | s | ${ }_{55,697,651}$ |  | s | 45,45,000 |  | s |  |  | s | 10,212,650 |

tax revenue projections \& cost-benefit analysis


## - input



## OIICOUNT RATE

| REAL PROPERTY TAX |  | PARTICPPAT |  |
| :---: | :---: | :---: | :---: |
| City fot frand Prarie | 0.6600000 | ${ }_{75 \%}$ | 0.455000 |
| Taranat County | 0.19495000 | \% |  |
| Tarant County Hospial | 0.19456000 | $0 \%$ | 0.0000 |
|  | 0.112177000 | \%\% | ${ }_{0}^{0.000}$ |




output




$$
\begin{aligned}
& \text { |NFLATIONRATE } 3.00 \% \\
& \text { DIISCOUNT RATE }
\end{aligned}
$$

| EAL PROPERTY TAX |  | PARTICIPATION |  |
| :---: | :---: | :---: | :---: |
| City of Grand Prarie | 0.6600000 | 75\% | 0.4950 |
| Tarrant County | 0.1945000 |  | 0.0000 |
| Tarant County Hospital | 0.21950000 | 0\% | 0.0000000 |
| TCCD | 0.11002800 | 0\% |  |
| Mansfield ISD |  | 0\% |  |


| PERSONAL PROPERTY TAX |  | PARTICIPATION |  |
| :---: | :---: | :---: | :---: |
| City of Grand Prairie | 0.66000000 | 0\% | 0.000000 |
| Tarrant County | 0.19450000 | 0\% | 0.0000000 |
| Tarant County Hospital | 0.21950000 | 0\% | 0.0000000 |
| ${ }_{\text {TCCD }}^{\text {Mansield IS }}$ | ${ }_{\text {0, }}^{0.1110282800} 1$ | \%\% |  |
|  | 2.3322800 |  | 0.000000 |



| area develoment zone \#5 | Year | SFREA |  | $\frac{\text { REAL Pr }}{\text { SF }}$ |  | Y Value |  | $\frac{\text { PERSONA }}{\text { S/IF }}$ |  |  | S | LES | value |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Retail | ${ }_{2026}^{2026}$ | 4.000 | s | ${ }_{180}^{180}$ | s | 720,000 | s |  | s |  | ${ }_{250.00}^{250}$ | s | $1,000,000$ 250 |
| ${ }_{\text {Retail }}$ | ${ }_{2}^{2026}$ | 10,000 3 3,200 | s | 180 180 1 | s | $1,80,000$ <br> 576.00 |  |  | s | ${ }^{5}$ | 250.00 250 | s | $2.50,000$ <br> 800000 |
| Retaill | ${ }_{2026}$ | 4,700 | s | 180 | s | 846,000 |  |  | s | s | 250.00 | s | 1,175,000 |
| Retail | 2026 | 3,600 | s | 180 | s | 648,000 | s |  | s |  | 250.00 | s | 900,000 |
| Retail | 2026 | 6.500 | ${ }^{5}$ | 180 | s | $1.170,000$ |  |  |  |  | 250.00 | s | 1,62,.000 |
| Retaill | 202 | 6,500 | s | 180 | s | 1,170,000 |  |  | s | s | 250.00 | s | 1,625,000 |
| Hotel | 2022 |  | s | 110,000 | 5 | 12,10,000 |  |  | s |  |  | s |  |
| Retail | ${ }^{2028}$ | 10,000 | s | 180 | s | ${ }^{1,800,000}$ |  |  | s |  | 250.00 | s | 2,500,000 |
| ${ }_{\text {Retail }}$ | ${ }_{2020}^{2020}$ | ${ }_{6} 6,5000$ | s | 180 | s | $\xrightarrow{1,1,020,000}$ | s | . | s |  | 250.00 | s | 1, $1,250,0000$ |
| total |  | 34, 50,000 |  |  |  |  |  |  | $s$ |  |  | $s$ | 30,62,000 |




TAX Revenue projections \& cost-benefit analysis


- input

ADZ\#6 : INPUT \& OUTPUT

| INELATONRATE |
| :--- |

IISCOUNT RATE

| REAL R ROPERTY TAX |  | Parricipation |  |
| :---: | :---: | :---: | :---: |
| City of Grand Prarie | 0.6600000 | ${ }_{\text {75\% }}$ | ${ }_{0}^{0.49500000}$ |
| Elis Count Lat Road | 0.0 .19677000 | \% | 0.0000 |
|  | ${ }_{2}{ }^{\text {20417232000 }}$ |  | $\xrightarrow{0.045000}$ |





tax revenue projections \& cost-benefit analysis



| REAL PROPERTY TAX |  | PARTICIPATION |  |
| :---: | :---: | :---: | :---: |
| City of Grand Prairie | 0.66000000 | \% | 0.4950000 |
| Dallas County | 0.21571800 | 0\% | 0.0000000 |
| Parkland | 0.21950000 | 0\% | 0.0000000 |
| DCCD | 0.11002800 | 0\% |  |
| Grand Prairie ISD | 1.09505000 | 0\% | 0.0000000 |
| , | 2.30029600 |  | 0.4950000 |


| PERSONAL PROPERTY TAX |  | PARTICIPATION |  |
| :---: | :---: | :---: | :---: |
| City of Grand Prairie | 0.66000000 | 0\% | 0.0000000 |
| Dallas County | 0.21571800 | 0\% | 0.0000000 |
| Parkland | 0.21950000 | 0\% | 0.000000 |
| DCCD | 0.11002800 | \% | 0.0000000 |
| Grand Prairie ISD | 1.09505000 | \% | 0.000000 |
|  | 2.3029600 |  | 0.0000000 |
|  |  |  |  |
| SALES TAX RATE | 0.0200000 | 0.00\% | 0.0000000 |



OUTPUT

tax revenue projections \& cost-benefit andilysis



| REAL PROPERTY TAX |  | PARTICIPATION |  |
| :---: | :---: | :---: | :---: |
| City of Grand Prairie | 0.66000000 | \% | 0.4950000 |
| Tarrant County | 0.19450000 | 0\% | 0.0000000 |
| Tarrant County Hospital | 0.19450000 | 0\% | 0.0000000 |
| TCCD | 0.11217000 | 0\% | 0.0000000 |
| Arlington ISD | 1.11560000 | 0\% | 0.0000000 |
|  | 2.27677000 |  | 0.4950000 |


| PERSONAL PROPERTY TAX |  | PARTICIPATION |  |
| :---: | :---: | :---: | :---: |
| City of Grand Prairie | 0.66000000 | 0\% | 0.0000000 |
| Tarrant County | 0.19450000 | 0\% | 0.0000000 |
| Tarrant County Hospital | 0.19450000 | 0\% | 0.0000000 |
| TCCD | 0.11217000 | 0\% | 0.0000000 |
| Arlington ISD | 1.11566000 | 0\% | 0.0000000 |
|  | 2.27677000 |  | 0.0000000 |
| SALES TAX RATE | 0.0200 | 000 | 0000000 |



| TOTAL PARTICIPATION |  |  | TOTAL | REAL PROPERTY |  |  | PERSONAL PROPERTY |  | SALES |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| City of Grand Prairie | 0.0\% | s |  | $=$ |  |  |  |  | + | s |  |
| Tarrant County | 0.0\% | s |  | $=$ | s |  | + | s | + | s |  |
| Tarrant County Hospital | 0.0\% | s |  | = | s | . | + | s | + | s |  |
| TCCD | 0.0\% | s |  | = | s | - | + | s | + | s |  |
| Arlington ISD | 0.0\% | s |  | $=$ | s | - | + | s | + | s |  |
|  | 0.0\% | s | 0.0 |  | s | $\stackrel{-}{0.0 \%}$ |  | s |  | s |  |


| NET BENEFIT |  | TOTAL | REAL PROPERTY |  | PERSONAL PROPERTY |  |  | SALES |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| City of Grand Prairie | 0.0\% | s | $\underline{ }$ | s | + | s |  | + | s |  |
| Tarrant County | 0.0\% | s | $=$ | s | + | s |  | + | 5 |  |
| Tarrant County Hospital | 0.0\% | s | = | s | + | s |  | + | s |  |
| TCCD | 0.0\% | s | $\underline{=}$ | s | $\stackrel{+}{+}$ | s |  | + | s |  |
| Arlington ISD | 0.0\% | s | $=$ | s | + | s |  | + | s |  |
|  | 0.0\% |  |  | s |  | s |  |  | s |  |

tax revenue projections \& cost-benefit analysis

－input
ADZ\＃9 ：INPUT \＆OUTPUT
｜welation rate
IISCOONT RATE


| arson Proprit |  | PARTICPAI |  |
| :---: | :---: | :---: | :---: |
|  | O．028202000 | \％ |  |
| Elis count Lat Read |  | \％\％ | O．000 |


| SALESTAX RATE | 1 | 0.0020000 |
| :--- | :--- | :--- | :--- |
| $0.00 \%$ | 0.00000 |  |


|  | AREA DEVELOPMENT TONE \＃9 |  | rar |  | ${ }_{\text {S }}^{\text {S }}$ EEAL PROP | $\frac{\text { eriver }}{\text { Touvalue }}$ | ${ }_{\text {PRESONAL PR }}$ | Perive | s／sF SALE | arvalue |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ${ }_{\text {R13 }}^{\text {R13 }}$ | Sine | $\underset{\substack{\text { Ellis } \\ \text { Ells }}}{\text { cel }}$ | ${ }_{2}$ |  | 475， 4 |  |  |  | ：${ }_{\text {s }}$ |  |
| M110 | （eame | $\substack{\begin{subarray}{c}{\text { cilis } \\ \text { flis }} }} \end{subarray}$ |  |  |  |  |  |  | 30000 |  |
| ${ }^{11}$ | Comeremal | cole |  | Sidiceo |  | 20．00000 |  | cinco．jou |  |  |
| ${ }^{12}$ |  | $\substack{\text { Ells } \\ \text { fils }}$ |  | 4incoue 4 | 边 | 220000000 |  |  |  |  |
|  |  | $\underset{\substack{\text { Ells } \\ \text { Elis }}}{\text { cis }}$ |  | 420．0．000 4 at | 50 | 22000000 |  |  |  |  |
| 碗 |  | $\underset{\substack{\text { Ellis } \\ \text { Ells }}}{\text { Eld }}$ |  |  | cos |  |  |  |  |  |
|  |  | $\substack { \text { elins } \\ \begin{subarray}{c}{\text { Elils } \\ \text { Ells }{ \text { elins } \\ \begin{subarray} { c } { \text { Elils } \\ \text { Ells } } } \end{subarray}$ |  |  |  |  | cisision |  |  |  |
| ${ }^{1}$ | mustaia | Ells |  | ${ }_{337295}^{40,0005}$ | 50 | 16884，254 |  | c，099276 |  |  |
| $\stackrel{1}{15}$ | ${ }_{\text {a }}^{\substack{\text { masssalal } \\ \text { mustral }}}$ | $\substack{\text { Ellls } \\ \text { Ells }}$ |  | 400，000 ss |  | 20．000000 |  | 8．000．000 |  |  |
| $\stackrel{1}{16}$ |  |  |  | （243286 | cos | 12160．308 |  | 3．a498922 |  |  |
| ${ }_{\text {188 }}^{18}$ | minstia | cils |  |  |  |  | coss | $\substack{150000000 \\ 7.500000} \substack{\text { s }}$ |  |  |
| ${ }^{188}$ |  | cill |  | S50，000 |  |  | ¢ 15000 s | 1，250000 |  |  |
| ${ }^{18}$ | dind | cill |  |  |  |  |  |  |  |  |
| ${ }_{1}^{10}$ |  | $\substack{\text { Ellis } \\ \text { luls }}$ |  | cion |  |  |  |  |  |  |
| $\stackrel{\text { F68 }}{\substack{\text { F7 }}}$ |  | $\underset{\substack{\text { Ellis } \\ \text { Ells }}}{\text { elt }}$ |  |  | 告告s | ${ }_{\text {a }}^{\text {a }}$ | cismo | ${ }^{2}$ |  |  |
| ¢88 |  | Ells |  | 2268712 s |  | 14，33，5960 |  | 4,300678 |  |  |
|  | mindemay | $\substack { \text { cils } \\ \begin{subarray}{c}{\text { elin } \\ \text { lill }{ \text { cils } \\ \begin{subarray} { c } { \text { elin } \\ \text { lill } } } \end{subarray}$ |  | 104 ${ }^{\text {10，}}$ | coss | 15850000 | 5 |  |  |  |
| （198 |  |  |  |  |  | citisi．iso |  |  |  |  |

output



| $\underbrace{\text { a, }}_{\substack{2025 \\ 1223,48}}$ | ${ }_{\substack{2058 \\ 128089}}^{2}$ | ${ }_{\substack{2087 \\ 1207655}}^{2}$ | ${ }_{\substack{2089 \\ 1,36595}}^{\text {a }}$ | ${ }_{\substack{2059 \\ 1,38682}}^{\text {a }}$ | $\underbrace{2000}$ | ${ }_{\substack{2064 \\ 1.46052}}^{20}$ |  |  |  | ${ }_{\substack{2065 \\ 1.65898}}^{208}$ |  | ${ }_{\text {207 }}^{2089}$ | ${ }_{\substack{2089 \\ 1,76289}}^{2}$ |  |  | ${ }_{\substack{2071 \\ 1.02880}}^{2}$ | $\underbrace{2027}_{2020}$ | $\underbrace{207}_{20202365}$ |  | ${ }_{2}^{2075}$ | $\underbrace{207546}_{2076}$ | ${ }_{\text {2073 }}^{2037}$ | ${ }_{\substack{2078 \\ 244,921}}$ | ${ }_{2}^{2079} 8$ | ${ }_{\substack{2050 \\ 2681094}}$ | $\underbrace{\substack{\text { a }}}_{\substack{209 \\ 208786}}$ | $\underbrace{2007}_{2002}$ | $\underbrace{\substack{\text { 2, }}}_{\substack{203 \\ 209651}}$ |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 2705 | 2705 | 2705 | 2705 | 775 | 20s | 2705 | 206 | 2705 | 2785 | 2705 | 278 | 2705 | 206 | ${ }^{205}$ | 2708 | 2785 | 2,78 | 2785 | 2708 | 2785 | 2,78 | 2,76 | 2708 | 27.75 |  | 2,75 |  |  |  |  |
| ${ }_{7}$ | ${ }^{29}$ | 820 | 8 | ${ }_{9}^{89}$ | ${ }^{89}$ | ${ }^{29}$ | ${ }^{30}$ | ${ }^{97}$ | 2,09 | 1,988 | 1,088 | 1,01 | 1,38 | 17.4 | ${ }_{12} 124$ | ${ }_{121} 210$ | 12.27 | ${ }^{1,315}$ | ${ }_{1}^{1,356}$ | 1,385 | ${ }_{1,987}$ | 1.980 | 1,985 | 1.98 | 1.64 | 1,600 | 17.78 | ${ }^{780}$ | 1,82 |  |
| 0,732 | 10739 | 107392 | 32 | 10,932 | , 32 | 107322 | 107,32 |  |  |  |  |  | 2,392 |  | 2732 | 7,392 | 0, 2,32 |  | 0, 232 | 0,3,32 | 20,32 | 0, 3,32 | 0r,392 |  | 0, 232 | 0,732 | ${ }_{10,392}$ | 0,3,32 |  |  |
| 129 |  |  | ${ }^{14}$ | , | 19 | , | ${ }_{158}$ | ${ }^{168}$ | ${ }_{168}^{208}$ | ${ }_{73}$ | ${ }_{\text {reser }}$ | ${ }_{\text {coser }}^{18}$ | ${ }_{180}$ | ${ }^{6}$ | ${ }^{23}$ | ${ }_{20}$ | 20, | 20 | ${ }^{20}$ | ${ }_{2}$ | 2085 | a | 20 | 20, 210 | eners | 20s |  |  |  |  |
| \%as | ${ }^{1,7,4,909}$ | ,1909 | 93 | \%os | ,os | (1,03 | ,903 | ,903 | ,193 | ,0, | \%s | ,0as | \%os | Sos | 1,8,4,093 | ${ }^{1,4,4,193}$ | ${ }^{1,4,4,193}$ | ${ }^{1,4,4,9,093}$ | ,909 | \%os | Sos | Sos | ,903 | ,09 | Sos | Sos | (1,093 | Sos | 1,4,7,093 |  |
| asaz | ${ }_{39780}$ | \%o976 | 822079 | ${ }^{437472}$ | 44778 | 468128 | 47509 | ${ }^{\text {c83 } 36}$ | sosas | six 19 | satere | sorrie | ${ }_{\text {serzas }}$ | so4,37 | ${ }_{\text {cor }}^{\text {beat }}$ | ¢19,99 | в98,93 | ${ }_{\text {criseg }}$ | 67,39 | 697,93 | ${ }_{\text {tesase }}$ | zeorit | ${ }^{82} 2323$ | 76592 | ${ }^{\text {pos,74 }}$ | 83900 | sssoos | 83730 | 9023 |  |
| 1,34 | 1,34 | ${ }^{1314}$ | ${ }^{313}$ | ,314 | 13,4 | ${ }_{1}, 3,4$ | ,3,34 | ${ }_{12,34}$ | , 3,3 | 1.394 | 3,4 | ${ }_{1,348}$ | 1,394 | 1,394 | 314 | ${ }_{1}, 3,4$ | , 3,4 | ,3,4, | , 314 | , | , 31 | , | ,3,4 | ,3, | ,1,34 | , 3,4 | ${ }_{1,374}$ | ${ }_{1,34}$ |  |  |
| Stas |  | , | 隹 | , |  | Sex | Stickes | Sentes | , 178 | 20, |  | as | , | 2085 |  |  | 2ataneat |  |  |  | Sotesoos |  |  |  | ,4s |  |  |  | , |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ${ }^{39}$ | ${ }^{2}$ | " | ${ }^{2}$ | ${ }^{4}$ | ${ }_{4}$ | ${ }^{6}$ | ${ }^{48}$ | ${ }^{\circ}$ | so | ${ }^{2}$ | ${ }_{5}$ | ${ }_{6}$ | \% | ${ }_{58}$ | ${ }^{6}$ | 6 | ${ }^{6}$ | ${ }_{6}$ | ${ }^{6}$ | ${ }^{2}$ | 12 | ${ }^{74}$ | ${ }^{7}$ | ${ }^{7}$ | ${ }^{8}$ | ${ }^{8}$ | ${ }^{8}$ | ${ }^{8}$ |  |  |
| 11.8s239 | ${ }^{11,58238}$ |  | ${ }^{17.50238}$ |  |  |  | H,58935 |  |  |  |  |  | H1,59395 | 17,52395 |  |  |  |  |  |  |  |  |  |  |  |  |  | , 11.502 | $\xrightarrow{1,592}$ |  |
|  | ${ }^{\text {chemasem }}$ |  | ${ }_{\text {drear }} 8$ |  |  |  | ${ }_{\text {cosem }}$ |  |  | s.apesis |  |  |  | $\frac{80}{87,478,3,300}$ | ${ }^{\text {cosatiour }}$ |  |  | $\xrightarrow{\text { rsemease }}$ |  |  | \%entess | Ssiouatis |  | 2008, | 2002030 | (entizaun | enems | , |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ${ }^{73}$ | ${ }^{79}$ | 880 | ${ }^{84}$ | ${ }^{89}$ | ${ }^{89}$ | ${ }^{202}$ | \%\% | \% | 1.008 | 1.098 | 1.008 | 1,01 | 1,38 | ${ }_{1,169}$ | 1209 | ${ }_{12,20}$ | 1,27 | ${ }_{1,35}$ | ${ }_{1,385}$ |  | 1,37 | 1,400 | ${ }_{1,285}$ | 1.50 | 1.61 | ${ }_{1,66}$ | 1,776 | 1,88 | ${ }_{1,28}$ |  |
|  | citame |  | eexicisio | , | (10, | comememe | comer |  |  | , |  | \%itas | 4,7cisems | mata |  | \%otemes | \% | \%10830 | Hstacead |  | (10)392 | seatase |  | Sexizes | , |  | mem | (10)328 | \% |  |
| ${ }^{1.68,3,30}$ | 1,70.000 | 1,75,23 | ${ }_{1,882,102}$ | ${ }^{1,886,465}$ | 1,292,49 | ${ }^{\text {1,80,739 }}$ | ${ }^{2009,597}$ | 2,700,73 | 2,16, 7, ${ }^{\text {a }}$ | ${ }^{2229.65}$ | 2285.517 | ${ }^{238,6,59}$ | ${ }^{2} 815.5314$ | ${ }^{2850,373}$ | ${ }^{2} 83,984$ | ${ }^{2681,139}$ | 2770,9\% | ${ }^{2032,96}$ | ${ }^{29078989}$ | ${ }^{2,989,19}$ | 3,049939 |  | ${ }^{3,272,889}$ | 3,377,044 | ${ }^{3,4727 \%}$ | ${ }^{\text {3,56,30 }}$ | ${ }^{3} 808.89$ | 3,98,4,40 | ${ }^{3078,964}$ | masimat |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | cose | coicle | and |  |  |  |  |  |  |  |  |  |  |  | cose |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| S7, $1,5,59$ | Souss | eo.ese | se8e277,52 | Or8 | 8228682300 | 6.413,428, 88 | Gesessaocr | seora09774 | 7.00,828808 | 722839327\% | $72.889,989,98$ | 999\%82 | ${ }_{7,8887378002}$ | \%070 | O0, 22 | ${ }^{1386}$ | 19,62 | 9 906 | 37, 188 | ${ }^{2233}$ | 090, 980,04 | mammman | rmmmant | memmmat | rmmmmant | mamman | manmmax | mmanmum | ${ }^{126858033939}$ |  |
| 2 26872, 9 | ${ }^{2738,8889}$ | ${ }^{282068,44}$ | ${ }^{290858287}$ | ${ }^{29392926}$ | ${ }^{30821,392}$ | ${ }^{317,4,590}$ | ${ }^{326898988}$ | ${ }^{33888989}$ | ${ }^{\text {3,500, } 36}$ | ${ }^{357310,097}$ | ${ }^{\text {38022990 }}$ |  |  | 40275 508 | ${ }^{41,142} 2091$ | ${ }^{2} 884.782$ | ${ }^{43,347,05}$ | S265,98 | ${ }^{66809387}$ |  | 60, 35 | S,ass | ${ }^{524727276}$ | Sos, | ${ }_{\text {568\% }}^{6887}$ | 337883 | somsaos | 2e7, | Estent |  |
| $2.6857,200$ | a, $8_{8}$ | ${ }^{22320,6.54}$ | ${ }^{20982807}$ | ${ }^{293242,206}$ | ${ }^{30,821,9,92}$ | ${ }^{3,7,4650}$ | ${ }^{326898989}$ | ${ }^{3,9693987}$ | ${ }^{3,680,3,36}$ | ${ }_{3}^{3} 371,007$ | ${ }_{36,02390}$ |  | ${ }^{30,44509}$ | ${ }^{10275650}$ | 4,122009 | ${ }^{12864,782}$ | 13,2447, ${ }^{\text {a }}$ | ${ }^{15850,066}$ | 46850987 | 28019,966 | ${ }^{29800,983}$ | ${ }^{\text {s0,939,97 }}$ | ${ }^{32 / 272786}$ |  |  | 57,37,789 | soossaos | 60832,79 |  |  |
| ${ }_{4 S 5777,288}$ | 4ssosesor | ${ }_{87}^{828,9,975}$ | ${ }_{\text {87\% } 7 \text { \%7,315 }}$ | 501,688735 | ธธ67east | ${ }^{522} 209782$ | star, | S64,87, 36 | ${ }_{\text {s\%, } 5 \text { S9,965 }}$ |  |  | ${ }_{\text {65588876 }}$ | 64, 50, 885 | ${ }^{64} 48,8,390$ | 684/43012 | ${ }_{7}^{152454,93}$ | ${ }_{78872785}$ | 7 reasasa $^{\text {a }}$ | ${ }^{27,58,9898}$ | easorsom | ${ }^{202,95,482}$ | 854,00,415 | 87896, 28 | ,477 | 3,021 | 230012 | \%69, | 1097889999 | O6, 90, 1897 |  |
|  |  |  | - |  | . |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 26889720 | ${ }^{27,3,48887}$ | ${ }^{22326,649}$ | ${ }^{20,088287}$ | 29824296 | ${ }^{30828,1929}$ | ${ }^{317,6.590}$ | ${ }^{326898.88}$ | ${ }^{3,589,987}$ | 3,600.36 | ${ }^{35} 57,1.097$ | ${ }^{\text {360023999 }}$ | 37807, ${ }^{\text {ase }}$ | ${ }^{30} 94.4091$ | 580 | 4.142098 | ${ }^{12864,782}$ |  | $4{ }^{42593,46}$ | 4680.987 | ${ }^{48019.956}$ | ${ }^{\text {a, } 90.0959}$ | ${ }^{\text {so,939897 }}$ | S2427276 | ${ }^{\text {Stas.asat }}$ |  |  | sossaos | 6,9827, 9 |  | comes |
| ${ }^{26,58,7 \text { cea }}$ | ${ }^{27,3,4,687}$ | ${ }^{282066,54}$ | ${ }^{29,028287}$ | ${ }^{29828,2,206}$ | 20.82 | 317,4.590 | ${ }^{328089} 9$ | 3,6898987 | 3,400,356 | ${ }^{35373,097}$ | ${ }^{36802390}$ |  | ${ }^{30,4,4,59}$ | ${ }^{10275650}$ | 4,18 | ${ }^{2} 286$ | 13,94,709 | 45853,06 | 4680.987 | 280,9.5s | 9,960, 3 , | s, $8,8.3,57$ | ${ }^{32} 827276$ | stos, 4 , | ${ }_{\text {sfererem }}$ | 87, | somsaos | 80,32, 9 |  |  |



DISCOUNT RATE $\quad$. . . . $\quad$.

| REAL PROPERTY TAX |  | PARTICIPATION |  |
| :---: | :---: | :---: | :---: |
| City of Grand Prairie | 0.66000000 | 75\% | 0.4950000 |
| Ellis County | 0.25286200 | 0\% | 0.0000000 |
| Ellis County Lat Road | 0.01967000 | 0\% | 0.0000000 |
| Midlothian ISD | 1.1092000 | 0\% | 0.0000000 |
|  | 2.04173200 |  | 0.4950000 |



| SALES TAX RATE |  | 0.0200000 | $0.00 \%$ | 0.0000000 |
| :--- | :--- | :--- | :--- | :--- |



OUTPUT





- input

ADZ\#10 : INPUT \& OUTPUT
|NELATIONRAIE
DISCOUNT RATE $\quad 6.000$

| REAL Propererit TAX |  | Participat |  |
| :---: | :---: | :---: | :---: |
| Cityof Geara Paraire | $\underbrace{0.350000}_{\text {0.6.60000 }}$ | ${ }^{78 \%}$ | 0 |
| Hilcoliege. Veus | 0.08808800 | \%\% | 0.0000000 |
|  | ${ }^{\text {a }}$ |  | O.0.450 |


| Mal Properivt |  | particpation |  |
| :---: | :---: | :---: | :---: |
| Cily forand Praire | ${ }_{\text {0. }}^{0.35000000}$ | \%\% | 0.0.0000000 |
|  |  | - | $\xrightarrow{0.0000}$ |
|  | ${ }_{221378900}$ |  | 0.00 |



|  | AREA DEVELOPMENT ZONE \#10 |  | Yaar |  | SREA |  |  |  |  | ${ }_{\text {SF }}{ }^{\text {Saltes }}$ TAX Value |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Sele | $\pm \substack{\text { Jothson } \\ \text { Johenen }}$ |  | - | $\xrightarrow{126}$ | ${ }_{4}^{4750000}{ }^{4}$ |  |  |  |  | s |  |
| ${ }_{R 4} 8$ | Sindeme | Jomson |  | 2034 | 358 | 4750000 s | 1690822,000 |  |  |  |  |  |
| R56 | Sen singe ramily | $\pm$ |  | - | ${ }_{80}^{167}$ | 475,000 4 | 7 |  |  |  |  |  |
| ${ }_{\text {R87 }}^{\text {R7 }}$ | Ster singe fanily | Jotamson |  | (2066 | ${ }_{\substack{83 \\ 340}}$ | 475.000 475000 4 | 39.653.000 |  |  |  |  |  |
|  | Sen | Jomen |  | - | ${ }_{635} 30$ | 45450000 s |  |  |  |  |  |  |
| R20 | Singe Faniy | Jothson |  | 2000 | ${ }^{28}$ | ${ }_{\text {L }}^{4750000}$ s |  |  |  |  | s |  |
| ${ }_{\text {R12 }} 12$ | Sen | Jotemson |  | 2090 | ${ }_{2}^{20}$ | 475.000 s | co, |  |  |  |  |  |
|  |  |  |  | - | ${ }_{\substack{261.30 \\ 261,360}}^{\substack{260}}$ | 边300 |  |  | ${ }_{\substack{\text { a,20,400 } \\ 3.920}}$ | 3000 |  |  |
| ${ }^{2} 3$ | commecial | Jomson |  | 2034 | 409964 | 300 s | 12283920200 | 15.00 s | 6,14,9000 | 30000 |  | 122,839200 |
|  |  | Jotemen |  | - |  |  |  |  | 7.50,0000 <br> 1.5000000 |  |  |  |
| ${ }_{510}$ | Industal | Joomsen |  | 2033 | ${ }^{\text {835 }}$ | ${ }_{50}^{50}$ | 41,788,716 | $15000{ }^{15}$ | ${ }^{1250500015}$ |  | s |  |
|  |  |  |  | 2035 | 1.000000 | 50 s | 50,000.000 | 15.00 \& | 15, 120000000 |  |  |  |
| ${ }_{F 5}^{520}$ | mater | Joomsen |  |  |  |  |  |  |  |  | s |  |
| n | atemen | (jomsen |  | 2037 |  |  | 24, |  |  |  | s |  |
|  |  | Jotamen |  |  |  | ¢50 | (19.909.972 |  |  |  | s |  |
| M2A ${ }^{\text {a }}$ | Mutumily | Johmson |  | 2029 | ${ }^{238}$ | $150.000{ }^{\text {s }}$ | 35.665 .500 |  |  |  | s |  |
| (1) |  | Jomen |  | - | $\xrightarrow{281} 28$ | (150,000 s | 42, 4 420850,000 |  |  |  | s |  |
| M5 <br> Ms | $\underbrace{\text { Mutumamily }}$ Mutumiy | $\underset{\substack{\text { joinsen } \\ \text { jomson }}}{ }$ |  | (eas | $\xrightarrow{749}$ |  |  |  |  |  | s |  |
| ${ }_{\text {M }} \mathrm{M} 7$ | Mextumiy | jomen |  |  | (1323 | (150000 | (199.959.000 |  |  |  | s |  |
|  |  |  | Toral |  |  |  | 退 $284.33,51.588$ | s | 102499.511 |  |  | 279,655,200 |


| TOTAL TAXREVENUE |  |  | REAL Properiv |  | Personal Properriv |  | SALES |  |  |
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| (city frana Prairio | S6.0\% |  | $\underline{=}$ |  | + |  | + |  | 907,985,50 |
| Fill college Venus |  |  | $\stackrel{=}{\underline{=}}$ | ${ }^{139.122 .253}$ | + |  | + | 5 |  |
|  | 20.0\% | 9,35660225 |  | $\underbrace{\text { i }}$ |  | 364,50.937] |  |  | 907,95,59 |



|  | chamerer | ． |  |  |  |  |  | ． |  | 。 | － | － | ．． | － | － | ．． | ． | ． | － | ． | － | m | $\cdots$ | \％ | $\cdots$ | $\cdots$ | ＊ | $\cdots$ | $\cdots$ | $\cdots$ | m | m | ． |
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|  |  |  |  |  |  |  |  | 029 | 200 | 203 |  | ${ }^{203}$ |  | ${ }^{2015}$ | ${ }^{208}$ |  | ${ }^{2038}$ | 239 |  |  |  |  |  | ${ }^{2095}$ |  |  |  |  |  |  |  |  |  |
| Snatemim |  | 475000 | ${ }_{49830}$ | 50， 29 | sя9，95 | 53，677 | ${ }_{\text {sosess }}$ | ${ }_{68,75}$ | ${ }_{808}^{200}$ | ${ }^{60} 1776$ | ${ }_{608789}$ | ${ }_{688} \mathbf{2 0 8 0}$ | 68， 81 | ${ }^{68728} 8$ | ${ }_{607854}$ | ${ }^{178} 8.80$ | ${ }_{\text {zioms }}$ | ${ }^{202938}$ |  | ges， 68 | ${ }^{202998}$ | ${ }^{\text {erfoen }}$ | ${ }^{\text {gesaso }}$ | 90，49 | ${ }^{2037} 89$ |  |  | ， | ， |  | ， | （1，3230 | ， |
|  | Sumeme |  |  |  |  | ${ }_{27}^{27}$ | ${ }_{7}^{56}$ | ${ }_{\text {l }}^{178}$ | $\stackrel{1}{174}$ | ${ }_{\substack{189}}^{189}$ | ${ }_{\substack{174 \\ \text { erf }}}^{18}$ |  |  |  | $\underset{\substack{238 \\ 1.30}}{\substack{298}}$ | ${ }_{\substack{2081 \\ 1.604}}$ | ${ }_{\substack{268 \\ 1988}}^{208}$ | ${ }_{200}^{200}$ | ${ }_{\substack{200 \\ 203 \\ \hline}}$ | 237 | 223 | 223 | 237 | 237 | 223 | 237 | 223 | 237 | 237 | 223 |  |  |  |
| Commesal | Tomesumemes | 30 | ${ }^{29}$ | ${ }_{38}$ | ${ }^{28}$ | ${ }^{38}$ | ${ }^{36}$ | ${ }^{38}$ | ${ }^{39}$ | ${ }^{300}$ | ${ }_{39}$ | ${ }^{403}$ | 445 | \％ | 4 | ${ }^{54}$ | ${ }^{47}$ | ${ }^{81}$ | ${ }^{48}$ | 511 | ${ }^{36}$ | 812 | ${ }^{58}$ | ${ }^{75}$ | ${ }^{39}$ | ${ }^{60}$ | ${ }^{68}$ | ${ }^{6}$ | ${ }^{66}$ | \％es | ${ }^{707}$ | ${ }^{\text {re }}$ | ${ }_{30}$ |
|  | Smeres |  |  |  |  |  |  |  |  |  |  | 2，3，30 |  |  | 92， 88 | 927，84 | 923794 | ${ }_{\text {g22 } 24}$ | 022 89 | ${ }^{32} 284$ | ${ }^{923} 898$ | ${ }_{\text {g22 } 284}$ | ${ }^{923} 894$ | ${ }^{32} 288$ | ${ }^{\text {922 } 294}$ | ${ }^{\text {O2，} 24}$ | 92，${ }^{\text {P84 }}$ | ${ }^{32} 884$ | ${ }^{122,84}$ | ${ }^{32} 2^{184}$ | $922^{1,84}$ | 2， 88 | ${ }^{32} 288$ |
| masatala |  | so | 82 | ${ }^{3}$ | ${ }_{5}$ | ${ }_{66}$ | ${ }^{88}$ | ${ }^{\circ}$ | ${ }^{6}$ | ${ }^{6}$ |  |  | ${ }^{\circ}$ |  | ${ }^{3}$ | ${ }^{76}$ |  |  | ${ }^{83}$ | ${ }^{6}$ |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Unmaremem |  |  |  |  |  |  |  |  |  | someos | 1．00000 | ${ }^{83} 774$ | 1．00000 | 1．000000 | 64，79 | ${ }^{23,350}$ | ${ }_{\text {ce8eas }}$ |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Comamoum |  |  |  |  |  |  |  |  |  | somo | liseono | 2ash7 | cisemit | ${ }_{\text {a }}^{\text {a }}$ | ${ }_{\text {cose }}$ | cois | Sorn | Sositil | Sornt | 5oliti | Somity | Sosent |  | Sornt | Soprit | Som， | Sor， | Sositir | 500，177 | 500， | 5ont | Somer |
| mentamil |  | 150，00 | 4，500 | ${ }^{18,755}$ | \％ | 168896 | ${ }^{73,98}$ | 9，08 | 18，489 | 10.096 | ${ }^{195876}$ | ${ }^{20,588}$ | ${ }^{207} 2685$ | ${ }^{213} 8$ | ${ }^{220,280}$ | ${ }^{225898}$ | ${ }^{233} 8$ | ${ }^{\text {andine }}$ | ${ }^{247987}$ | ${ }^{2585365}$ | ${ }^{\text {ceser }}$ | 20，97\％ | ${ }^{27304}$ | ${ }^{297476}$ | 208 | 9499 | ，007 | 48 | ，989 | 3，${ }^{\text {ase }}$ | ， | 6，909 | ${ }^{3} 85$ |
|  | s．anema |  |  |  |  |  | ${ }_{178}^{178}$ | ${ }_{\text {cos }}^{168}$ | ${ }_{7}^{70}$ | ${ }_{94}^{196}$ | ${ }_{70}^{196}$ |  | ${ }_{\substack{2,36 \\ 1,92}}^{26}$ | ${ }_{\substack{\text { a }}}^{\substack{3,42 \\ 1,4}}$ | ${ }_{\text {，}}^{27}$ | ${ }_{2015}^{2016}$ | ${ }_{229}^{229}$ | ${ }_{2.568}^{276}$ | ${ }_{2681}^{26}$ | ， 2,17 | ${ }_{\text {a }}^{2 \times 8}$ | ${ }_{\text {\％}}^{2669}$ | ${ }_{\text {ase }}{ }^{17}$ | 4，07 | 4027 | 4.027 | 4，027 | 4，027 | 4，027 | 4，027 | 4，027 | 4.027 |  |
|  |  |  |  | ． |  | ${ }^{1,20,980}$ |  | Stasemp | Stars | Stas | Sex | 边 |  |  |  |  | ${ }_{\text {a }}^{\text {a }}$ |  |  |  |  |  | ， | ，ismotitain | ， |  | 隹 | AR， | Soratateso | Sishes， |  |  | ${ }_{\text {a }}$ |
|  |  |  |  |  |  | $\substack{\begin{subarray}{c}{7,30 \\ 3,7,5051} }} \end{subarray}$ |  |  |  |  |  |  |  |  |  |  |  | $20,868,181$ $10,592,183$ 1204,600 |  |  |  |  |  |  |  |  |  |  | $33,489,460$ $16,998,438$ $1,933,154$ |  |  | cise | cose |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  | \％ | 2，imosis | coice |  |  |  | $\xrightarrow{\text { anden }}$ |  |  |  |  |  | citamed |  | cindem |  |  |  |  |  |
| PERSONAL PROPERTY Commerical and Industria | trasuma | ${ }_{15}$ | ${ }^{5}$ | ${ }^{16}$ | ${ }^{18}$ | ${ }^{17}$ | ${ }^{17}$ | ${ }^{18}$ | ${ }^{18}$ | 19 | 20 | 20 | ${ }^{21}$ | ${ }^{21}$ | ${ }^{22}$ | ${ }^{23}$ | ${ }^{23}$ | ${ }^{24}$ | ${ }^{25}$ | ${ }^{26}$ | ${ }^{26}$ | ${ }^{27}$ | ${ }^{28}$ | ${ }^{29}$ | ${ }^{\text {s }}$ | ${ }^{\circ}$ | ${ }^{3}$ | ${ }^{32}$ | ${ }^{33}$ | ${ }^{4}$ | ${ }_{3}$ | ${ }^{56}$ | ${ }^{8}$ |
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|  | ${ }_{\text {cosem }}^{\text {sempose }}$ | som | ${ }^{309}$ | ${ }^{318}$ | ${ }^{329}$ | ${ }^{38}$ | ${ }^{36}$ | ${ }^{358}$ | ${ }^{360}$ | ${ }^{30}$ |  | ${ }^{103}$ |  |  | ${ }^{4}$ | ${ }^{68}$ | ${ }_{67} 8$ | ${ }^{89}$ | ${ }^{196}$ | ${ }^{51}$ | ${ }^{62}$ | ${ }_{6} 12$ | ${ }^{56}$ | ${ }^{75}$ | 89 | ${ }_{60}$ | ${ }^{68}$ | ${ }_{6}^{67}$ | ${ }_{66}$ | ${ }_{68}$ | ${ }^{07}$ | ${ }^{28}$ | z\％ |
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| suts rax |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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|  | Pasticipation |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| neat rooeger | Tsabole |  |  |  |  | ${ }^{1,209,30}$ | 204，88 | mmm | ${ }^{\text {E6，477，455 }}$ | ＂mmmmm | ＂mammem | memmamat | mmmmm |  |  |  | 20，465735 | 8， $7,1,48585$ |  | ${ }^{666537776}$ | E，758．60 | ${ }^{40885329896}$ | 50，59297 | 437，55，477 | 4.588 .32959 | ${ }^{46393585689}$ | $4{ }^{472,8829858}$ | ${ }^{40898,5964}$ | 5077， $6,0.580$ | ${ }^{228.353,36}$ | ${ }^{\text {5，39，} 7,89}$ | S44，622．2． | \％o |
|  |  |  |  |  |  | ${ }_{56,45}$ | ${ }^{312896}$ | 509 | ） | ，982 | 460.52 | 4393078 | 4，27 | ${ }^{8} 8.37001$ | ${ }^{102909784}$ | ${ }^{12,1272393}$ | Se2，0s | ${ }^{1,5651,36}$ | ${ }^{1224.489}$ | 8，098802 | 1 Soo， 6 cel | ${ }^{19812} 128$ | $20.787,28$. | 2．1．66226 | ${ }^{23,36218}$ | ${ }^{22985}$ | ${ }_{23858271}$ | 2，4965．92 | ${ }^{25.17,09}$ | ${ }^{25880.007}$ | $28.4677^{\text {a }}$ | ${ }^{2} 7746,12$ | 28829.511 |
|  |  |  |  |  |  | ${ }_{5 \text { s，}}^{6}$ ses | ${ }^{312} 261$ | 9\％5909 | $1.38,685$ | 20，972 | 3，66，4．42 | \％oro | 8，9，2iz | ，oir | 10，29，784 |  | S．as，ios | ${ }_{5}^{5,56,38}$ | 1723,483 | 8，0，9，62 | 1，001，${ }_{\text {as }}$ | 9，94，289 | 20，77， 23 | ${ }^{1,6,6826}$ |  | ${ }^{2} 2$ 295， 500 |  | 4，4，5，529 | 25，77，09s | 2s， 80.607 | ${ }_{\text {cheses }}^{2}$ \％ | ${ }_{2}^{2}$, ，4，, 2 | 8，2，9，511 |
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|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| SALES TAX RATE | 0.0200000 | $0.00 \%$ | 0.0000000 |
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output





## Roposed zoneproperiy vaums and tax revenues






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## Revenue Summary

| Taxing Jurisdictions | Total Taxes Generated | TIF | Net Benefit |
| :--- | :---: | :---: | :---: |
| City of Grand Prairie | $\$ 8,211,990,011$ | $\$ 4,204,504,307$ | $\$ 4,007,485,704$ |
| Dallas County | $\$ 109,238,909$ | $\$ 0$ | $\$ 109,238,909$ |
| Tarrant County | $\$ 182,289,226$ | $\$ 0$ | $\$ 182,289,226$ |
| Ellis County | $\$ 1,385,110,749$ | $\$ 0$ | $\$ 1,385,110,749$ |
| Johnson County | $\$ 1,278,484,310$ | $\$ 0$ | $\$ 1,278,484,310$ |
| Total | $\$ 11,167,113,205$ | $\$ 4,204,504, \mathbf{3 0 7}$ | $\$ 6,962,608,897$ |




## Length of TIRZ \#3 in Years:

Termination of the Zone shall occur upon any of the following:
(i) on December 31, 2041 (with the final year's tax increment to be collected by September 1, 2042) for ADZ \#1, the original boundaries of the TIRZ, and for ADZ \#2, 3, 4, 5, 6, 7, and 8, which were added to the TIRZ with the boundary xpansion included in the December 17, 2019 amendment;
(ii) on December 31, 2063 (with the final year's tax increment to be collected by September 1, 2064) for ADZ \#11, which was added to the TIRZ with the boundary expansion included in the August 1, 2023 amendment;
(iii) on December 31, 2084 (with the final year's tax increment to be collected by September 1, 2085) for ADZ \#9 and 10 which were added to the TIRZ with the boundary expansion included in the August 1, 2023 amendment and also for ADZ \#9A, which was added to the TIRZ with the boundary expansion included in the April 16, 2024 amendment;
(iv) at an earlier time designated by subsequent ordinance;
(v) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act.

## Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:
issue bonds
impose taxes or fees;
exercise the power of eminent domain; or
give final approval to the Zone's project and financing plan.


## ADZ \#1

Beginning at the point where Lake Ridge Parkway meets the northwestern boundary of Property ID 28JOEPOOLLANDESOO, thence

Following the boundary of Property ID 28JOEPOOLLANDES00, continuing across Lake Ridge Parkway to the point it meets the western boundary of Dallas County, thence

North along the western boundary of Dallas County to the point it meets where Lake Ridge Parkway meets the northwestern boundary of Property ID 28JOEPOOLLANDES00, which is the point of beginning.


## ADZ \#2

Beginning at the point where the northwest corner Property ID 05658446 meets the southern right of way boundary of Howell Street, thence

East along the southern right of way boundary of Howell Street to the point it meets the southwest corner of Property ID 10722319, thence

North to the southern right of way boundary of E Abram Street, thence
East along the southern right of way boundary of E Abram Street to the point it meets the western right of way boundary of S Great Southwest Parkway, thence

South along the western right of way boundary of S Great Southwest Parkway to the point it meets the northern right of way boundary of Timberlake Drive, thence

West along the northern right of way boundary of Timberlake Drive, to the point it meets the western boundary of the City of Grand Prairie, thence

Following the western boundary of the City of Grand Prairie west then north, to the point it meets the northwest corner Property ID 05658446 where it meets the southern right of way boundary of Howell Street, which is the point of beginning.


## ADZ \#3

Property ID 40779726, described as SHEFFIELD VILLAGE PH 4, 5 \& 6 ADN Block 3 Lot B.


## ADZ \#4

Beginning at the point where the northern boundary of Property ID 03956407 meets the western right of way of S Great Southwest Parkway, thence

South along the eastern boundary of Property ID 03956407 to the point it meets Property ID 41506669, thence

South across Kingswood Boulevard to the eastern boundary of Property ID 04641809, thence
South along the eastern boundary of Property ID 04641809 to the point it meets the northern right of way boundary of W Camp Wisdom Road, thence

South to the southern right of way boundary of W Camp Wisdom Road, thence
East along the southern right of way boundary of W Camp Wisdom Road to the point it meets the eastern right of way boundary of Lake Ridge Parkway, thence

North across W Camp Wisdom Road to the point it meets the southwest corner of Property ID 42182784, thence

North along the eastern right of way boundary of Lake Ridge Parkway to the point it meets the northwest corner of Property ID 42301571, thence

East along the northern boundary of Property ID 42301571 to the point it meets the northwest corner of Property ID 42301589, thence

East along the northern boundary of Property ID 42301589, continuing south along the boundary to the to the point it meets the northeast corner of Property ID 42301597, thence

South along the eastern boundary of Property ID 42301597 to the point it meets the northern right of way boundary of W Camp Wisdom Road, thence

South across W Camp Wisdom Road to the point it meets Property ID 40519597, thence
East along the northern boundary of Property ID 40519597 to the point it meets Property ID 41304950, thence

East along the northern boundary of Property ID 41304950 to the point it meets the western right of way boundary of Bee Drive, thence

South along the western right of way boundary of Bee Drive to the point it meets the eastern right of way boundary of Blanco Drive, thence


## ADZ \#4 (continued)

North along the eastern right of way boundary of Blanco Drive to the point it meets the eastern right of way boundary of Lake Ridge Parkway, thence

South along the eastern right of way boundary of Lake Ridge Parkway to the point it meets the eastern corner of Property ID 04009568, thence

West along the southern boundary of Property ID 04009568 to the point it meets Property ID 04012305, thence

West along the southern boundary of Property ID 04012305 to the point it meets Property ID 04012208, thence

West along the southern boundary of Property ID 04012208 to the point it meets Property ID 07169086, thence

West along the southern boundary of Property ID 07169086 to the point it meets Property ID 07037252, thence

West along the southern boundary of Property ID 07037252 to the point it meets the eastern right of way boundary of Webb Lynn Road, thence

West across Webb Lynn Road to Property ID 03769372, thence
West along the southern boundary of Property ID 03769372 to the point it meets the eastern right of way boundary of S State Highway 360, thence

North along the eastern right of way boundary of S State Highway 360 to the point it meets the northern boundary of Property ID 04012267, thence

East along the northern boundary of Property ID 04012267 to the point it meets Property ID 07169086, thence

East along the northern boundary of Property ID 07169086 to the point it meets Property ID 04012208, thence

East along the northern boundary of Property ID 04012208 to the point it meets Property ID 04012194, thence

East along the northern boundary of Property ID 04012194 to the point it meets the western right of way boundary of Lake Ridge Parkway, thence

## ADZ \#4 (continued)

North along the western right of way boundary of Lake Ridge Parkway to the point it meets the southeast corner of Property ID 41537750, thence

West along the southern boundary of Property ID 41537750 to the point it meets Property ID 41537769, thence

West along the southern boundary of Property ID 41537769 to the point it meets Property ID 05976901, thence

North along the western boundary of Property ID 05976901 to the point it meets Property ID 05976898 , thence

North along the western boundary of Property ID 05976898 to the point it meets Property ID 41601939, thence

North along the western boundary of Property ID 41601939 to the point it meets the southern right of way boundary of W Camp Wisdom Road, thence

North across W Camp Wisdom Road to the southwest corner of Property ID 04641809, thence
West along the northern right of way boundary of W Camp Wisdom Road to the point it meets the southwest corner of Property ID 03921425, thence

North along the western boundary of Property ID 03921425 to the point it meets Martin Barnes Road, thence

East across Martin Barnes Road to the point it meets Property ID 04641795, thence
North along the eastern right of way boundary of Martin Barnes Road to the point it meets Kingswood Boulevard, thence

North across Kingswood Boulevard to the point it meets Property ID 03956407, thence
North along the western boundary of Property ID 03956407, to the point where the northern boundary of Property ID 03956407 meets the western right of way of S Great Southwest Parkway, which is the point of beginning.

## ADZ \#5

Beginning at the point where the southern right of way boundary of Ragland Road and the western right of way boundary of N Day Miar Road meet the corner of Property ID 42232862, thence

South along the western right of way boundary of N Day Miar Road to the point it meets the eastern corner of Property ID 03734072, thence

West along the southern boundary of Property ID 03734072 to the point it meets Property ID 03895076, thence

South along the eastern boundary of Property ID 03895076 to the point it meets Property ID 03895106, thence

West along the southern boundary of Property ID 03895106 to the point it meets Property ID 05978408, thence

West along the southern boundary of Property ID 05978408 to the point it meets the eastern right of way boundary of S State Highway 360, thence

North along the eastern right of way boundary of S State Highway 360 to the point it meets the southwest corner of Property ID 42232862, thence

North along the western boundary of Property ID 42232862 to the point it meets the southern right of way boundary of Ragland Road and the western right of way boundary of N Day Miar Road, which is the point of beginning.


## ADZ \#6

Beginning at the point where Property ID 273808 meets the western right of way boundary of FM 661 thence

East across FM 661 to the northwest corner of Property ID 186718, thence
East across the northern boundary of Property ID 186718 to the point it meets the northwest corner of Property ID 186719, thence

East then south along the eastern boundary of Property ID 186719 to the point it meets the eastern boundary of Property ID 186718, thence

South along the boundary of Property ID 186718 to the point it meets Property ID 182243, thence
East then south along the boundary of Property ID 182243 to the point it meets the eastern right of way boundary of FM 661, thence

West across FM 661 to the point the western right of way boundary of FM 661 meets Property ID 273808, thence

South along the eastern boundary of Property ID 273808 to the point it meets Property ID 248355, thence

South along the eastern boundary of Property ID 248355 to the point it meets Property ID 186708, thence

East along the boundary of Property ID 186708 to the point it meets the western right of way boundary of FM 661, thence

East across FM 661 to the point it meets the northwest corner of Property ID 231155, thence
East, then south along the boundary of Property ID 231155, continuing along the boundary until it meets the eastern right of way boundary of FM 661, thence

West across FM 661 to the point it meets the southeast corner of Property ID 186708, thence
West along the southern boundary of Property ID 186708 to the point it meets Property ID 186713, thence

South along the boundary of Property ID 186713, continuing south along the boundary to the point it meets the western boundary of the City of Grand Prairie, thence


North along the western boundary of the City of Grand Prairie as it runs along the eastern right of way boundary of S State Highway 360 to the point it meets Property ID 186699, thence

North along the western boundary of Property ID 186699, continuing east along the boundary until it meets Property ID 273808, thence

East along the northern boundary of Property ID 273808 to the point it meets the western right of way boundary of FM 661, which is the point of beginning.

## ADZ \#7

Beginning at the northwest corner of Property ID 28021690010010000 where it meets the southern right of way boundary of W Crossland Boulevard, thence

East along the southern right of way boundary of W Crossland Boulevard to the point it meets the western right of way boundary of S Carrier Parkway, thence

South along the western right of way boundary of S Carrier Parkway, along the eastern boundary of Property ID 28021680010020000, thence

East across S Carrier Parkway to the northwest corner of Property ID 28125000010030000, thence
East along the northern boundary of Property ID 28125000010030000, continuing south along the boundary to the point it meets Property ID 28110450011R10000, thence

East along the northern boundary of Property ID 28110450011R10000, continuing south along the boundary to the point it meets Property ID 28110450011R20000, thence

West along the southern boundary of Property ID 28110450011 R20000 to the point it meets S Carrier Parkway, thence

West across S Carrier Parkway to the point it meets Property ID 280216800107 C0000, thence
South along western right of way boundary of S Carrier Parkway to the point it meets the southeast corner of Property ID 28021680010080000, thence

West along the northern right of way boundary of Interstate 20 to the point it meets the southwest corner of Property ID 28021680010050000, thence

North along the western boundary of Property ID 28021680010050000 to the point it meets Property ID 28021680010010000, thence

North along the western boundary of Property ID 28021680010010000 to the point it meets Property ID 28021680010090000, thence

North along the western boundary of Property ID 28021680010090000, continuing east along the boundary to the point it meets Property ID 28021690010010000 , thence

North along the western boundary of Property ID 28021690010010000 to the point it meets the southern right of way boundary of W Crossland Boulevard, which is the point of beginning.


## ADZ \#8

ADZ \#8 consists of two non-contiguous areas, one north of ADZ \#1, within Tarrant County, and one south of ADZ \#1, within Dallas County.

North of ADZ \#1: Beginning at the point where the eastern corner of Property ID 04009568 meets the western right of way boundary of Lake Ridge Parkway, thence

South along the western right of way boundary of Lake Ridge Parkway to the point it meets the eastern boundary of Tarrant County, thence

North across Lake Ridge Parkway to the eastern right of way boundary of Lake Ridge Parkway, thence
North along the eastern right of way boundary of Lake Ridge Parkway to the point it meets the southwest corner of Property ID 04009533, thence

West across Lake Ridge Parkway to the point where the eastern corner of Property ID 04009568 meets the western right of way boundary of Lake Ridge Parkway, which is the point of beginning.

South of ADZ \#1: Beginning at the southern border of the original Dallas county boundaries of TIRZ \#3, where it meets the eastern right of way boundary of Lake Ridge Parkway, thence

South along the eastern right of way boundary of Lake Ridge Parkway, across Joe Pool Lake, to the point Lake Ridge Parkway meets the City of Grand Prairie limit, thence

West across Lake Ridge Parkway to the western right of way boundary of Lake Ridge Parkway, thence
North along the western right of way boundary of Lake Ridge Parkway to the point it meets the original Dallas county boundaries of TIRZ \#3, thence

East across Lake Ridge Parkway to the point where the southern border of the original Dallas county boundaries of TIRZ \#3 meets the eastern right of way boundary of Lake Ridge Parkway, which is the point of beginning.


## ADZ \#9

Beginning at the point where Property ID 184414 meets the southern right of way boundary of Highway 287, thence

South along the southern right of way boundary of Highway 287 to the point it meets the northeast corner of Property ID 245944, thence

South along the eastern boundary of Property ID 245944 to the point it meets the eastern right of way boundary of Old Fort Worth Road, thence

South along the eastern right of way boundary of Old Fort Worth Road to the point it meets the southeast corner of Property ID 190600, thence

West along the southern boundary of Property ID 190600 to the point it meets Property ID 261508, thence South along the eastern boundary of Property ID 261508 to the point it meets the northwest corner of Property ID 261509, thence

East along the northern boundary of Property ID 261509 to the point it meets the northwest corner of 196791, thence

East along the northern boundary of Property ID 196791, continuing south along the eastern boundary of Property ID 196791 to the point it meets Property ID 216966, thence

South along the eastern boundary of Property ID 216966 to the point it meets Miller Road, thence South across Miller Road, continuing south along the eastern extraterrestrial jurisdiction boundary of the City of Grand Prairie and the eastern boundary of Property ID 181916, to the point it meets the southern right of way boundary of Weatherford Road, thence

West along the southern right of way boundary of Weatherford Road to the point it meets the eastern boundary of Miller Road, thence

South along the eastern boundary of Miller Road to the point it meets the southeast corner of Property ID 186390, thence

West along the southern boundary of Property ID 186390 to the point it meets Property ID 181262, thence
West along the southern boundary of Property ID 181262 to the point it meets Property ID 186389, thence
West along the southern boundary of Property ID 186389 to the point it meets V V Jones Road, thence
South along the western right of way boundary of V V Jones Road to the point it meets the southeast corner of Property ID 179554, thence


West along the southern boundary of Property ID 179554 to the point it meets Property ID 179553, thence
West along the southern boundary of Property ID 179553, thence
North along the western boundary of Property ID 179553 to the point it meets Property ID 277740, thence
North along the western boundary of Property ID 277740 to the point it meets the western boundary of Ellis County, thence

North along the western boundary of Ellis County to the point it meets the extraterritorial jurisdiction boundary of the City of Grand Prairie, thence

Following the extraterritorial jurisdiction boundary of the City of Grand Prairie to the point it meets the northern corner of Property ID 184414 where it meets the southern right of way boundary of Highway 287 , which is the point of beginning.

## ADZ \#9A

BEING a 35.588 acre tract of land situated in The J. Stewart Survey, Abstract Number 961, located in Ellis County, Texas, being all of a tract of land described in the Special Warranty Deed to Bloomfield Homes, L.P. recorded in Instrument Number 2156572, Official Public Records, Ellis County, Texas (OPRECT), said 35.588 acre tract as determined from a survey by Desireé L. Hurst, RPLS 6230 on October 02, 2023 (ground distances are expressed in US survey feet using a project combined scale factor of 1.000072449 being more particularly described as follows:

BEGINNING at a found aluminum disk stamped "TxDOT" having Texas Coordinate System of the North American Datum of 1983 (2011) EPOCH 2010, North Central Zone (4202) Grid Coordinates of Northing 6870345.4 and Easting 2412541.7, at the northeast corner of said Bloomfield Homes tract, the southeas corner of land described AS Tract 3 in Special Warranty Deed to Soap Box Partners LP recorded in Instrument Number 2156131, OPRECT and the West right-of-way line of State Highway No. 287, a variable width right-of-way, recorded in Volume 1741, Page 927 Deed Records, Ellis County Texas (DRECT);

THENCE with the east line of said Bloomfield Homes tract and the west right-of-way line of said State Highway No. 287 the following three (3) courses and distances:

1. South 46 degrees 34 minutes 48 seconds East, a distance of 160.33 feet to a found $1 / 2^{\prime \prime}$ iron rod 2. South 46 degrees 33 minutes 02 seconds East, a distance of 438.46 feet to a found $1 / 2^{\prime \prime}$ iron rod with an illegible cap;
2. South 52 degrees 19 minutes 24 seconds East, a distance of 510.07 feet to a found $1 / 2^{\prime \prime}$ iron rod with a cap stamped "RPLS 4818 at the most east corner of said Bloomfield Homes tract and on the north line of a called 11.96 acre tract described in Deed to Southland Contracting Inc. recorded Volume 1968, Page 6815, DRECT and further described in Volume 2109, Page 319, DRECT;

THENCE South 58 degrees 48 minutes 19 seconds West, with the southeast line of said Bloomfield Homes tract and the north line of said 11.96 acre tract, a distance of 442.27 feet to a found $5 / 8^{\prime \prime}$ iron rod at an inner ell corner of said Bloomfield Homes tract and the northwest corner of a said 11.96 acre tract;

THENCE South 30 degrees 53 minutes 53 seconds East, with an inner east line of said Bloomfield Homes tract and the west line of said 11.96 acre tract, a distance of 832.45 feet to a found $1 / 2^{\prime \prime}$ iron rod at the southeast corner of said Bloomfield Homes tract, the southwest corner of a said 11.96 acre tract and on the north line of a called 29.643 acre tract to Quinn Huynh and Kim Bui recorded in Instrument Number 1736137, OPRECT;

THENCE South 59 degrees 36 minutes 39 seconds West, with the south line of said Bloomfield Homes tract and the north line of said 29.643 acre tract, at a passing distance of 767.06 feet a found $1 / 2^{\prime \prime}$ iron rod, and continuing a total distance of 792.06 feet to a point in the approximate centerline of Old Fort Worth Road;

THENCE North 30 degrees 47 minutes 45 seconds West, with the approximate centerline of said Old Fort Worth Road and the west line of said Bloomfield Homes tract, a distance of 541.72 feet to a point in the approximate centerline of said Old Fort Worth Road;

## Area Development Zone \#9A



THENCE North 59 degrees 10 minutes 50 seconds East, at a passing distance of 25.05 feet a found $5 / 8^{\prime \prime}$ aluminum disk stamped "Brazos Electric Waco S-3" continuing along a total distance of 320.17 feet to a found 5/8" aluminum disk stamped "Brazos Electric Waco S-3" at the southeast corner of a called 2.0000 acre tract to Brazos Electric Power Cooperative, INC. recorded in Volume 1192, Page 654, DRECT

THENCE North 30 degrees 49 minutes 10 seconds West, a distance of 295.16 feet to a found $5 / 8$ " aluminum disk stamped "Brazos Electric Waco S-3" at the northeast corner of said 2.0000 acre tract;

THENCE South 59 degrees 10 minutes 50 seconds West, at a passing distance of 295.05 feet a found $5 / 8$ " aluminum disk stamped "Brazos Electric Waco S-3" continuing a total distance of 320.05 feet to a point in the approximate centerline of said Old Fort Worth Road;

THENCE with the approximate centerline of said Old Fort Worth Road the following three (3) courses and distances: 1. North 30 degrees 47 minutes 45 seconds West, a distance of 747.81 feet to a point for corner;
2. North 59 degrees 35 minutes 14 seconds East, a distance of 2.79 feet to a point for corner;
3. North 30 degrees 17 minutes 54 seconds West, a distance of 45.40 feet to a found mag nail with washer stamped "YPASSOCIATES.COM" at the northwest corner of said Bloomfield Homes tract and the south corner of said Tract 3;

THENCE North 43 degrees 18 minutes 19 seconds East, with the north line of said Bloomfield Homes tract and the south line of said Tract 3, a distance of 914.79 feet to the POINT OF BEGINNING and containing 35.588 acres, or 1,550,222 square feet of land, more or less.

## ADZ \#10

Beginning at the point where the eastern boundary of Property ID R000008055 and the extraterritorial jurisdiction boundary of the City of Grand Prairie meet the eastern boundary of Johnson County, thence

West along the extraterritorial jurisdiction boundary of the City of Grand Prairie to the point it meets the eastern right of way boundary of County Road 511, thence

South along the eastern right of way boundary of County Road 511 to the point it meets Property ID R000021410, thence

South along the western boundary of Property ID R000021410 to the point it meets Property ID R000021411, thence

South along the western boundary of Property ID R000021411 to the point it meets the Country Road 506, thence

West along the northern boundaries of Property IDs R000021430 and R000021431 to the point it meets Property ID R000018613, thence

South along the western boundary of Property ID R000018613, continuing south along the western boundaries of Property IDs R000012507 and R000012508 to the point it meets County Road 619, thence

South along the western right of way boundary of County Road 619 to the point it meets the southeast corner of Property ID R000012498, thence

West along the southern boundary of Property ID R000012498 to the point it meets the northwest corner of Property ID R000012513, thence

South along the western boundary of Property ID R000012513 to the point it meets Property ID R000092429, thence

South along the western boundary of Property ID R000092429 to the point it meets Property ID R000012503, thence

South along the western boundary of Property ID R000012503 to the point it meets Property ID R000001865, thence

South along the western boundary of Property ID R000001865 to the point it meets County Road 502, thence


East along the southern right of way boundary of County Road 502 to the point it meet Property ID R000001820, thence

South and then north along the boundary of Property ID R000001820 to the point the northeast corner meets the eastern boundary of Johnson County, thence

North along the eastern boundary of Johnson County to the point where the eastern boundary of Property ID R000008055 and the extraterritorial jurisdiction boundary of the City of Grand Prairie meet the eastern boundary of Johnson County, which is the point of beginning.

## ADZ \#11

ADZ \#11 consists of 1,200.43 acres, consisting of three contiguous tracts, including 1) Tract 1 in the extraterritorial jurisdiction of the City of Grand Prairie, consisting of 1,045 acres, 2) Tract 2 in the City limits consisting of 94.12 acres, and 3) Tract 3 in the City limits consisting of 61.31 acres.

## TRACT 1 - 1,045 ACRES

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 $30^{\circ} 37$ ' 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 $59^{\circ} 28^{\prime} 48^{\prime \prime}$ 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 $59^{\circ} 42^{\prime} 41^{\prime \prime}$ 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 "GAl" 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 $00^{\circ} 25^{\prime} 19^{\prime \prime}$ 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 $80^{\circ} 44^{\prime} 05^{\prime \prime}$ 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 $00^{\circ} 34^{\prime} 32^{\prime \prime}$ 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 $80^{\circ} 39^{\prime} 59^{\prime \prime}$ 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 " "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 $00^{\circ} 39^{\prime} 30$ " West, a distance of 1020.64 feet to a set $1 / 2$ inch iron rod with a "GAl" cap for a point;
North $00^{\circ} 18$ ' 44 " West, a distance of 377.75 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point;

North $74^{\circ} 18$ '19" East, a distance of 313.49 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point;

South $84^{\circ} 01^{\prime} 57^{\prime \prime}$ East, a distance of 690.12 feet to a set $1 / 2$ inch iron rod with a "GAl" cap for a point;
North $67^{\circ} 27^{\prime} 25^{\prime \prime}$ West, a distance of 467.88 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point; North $06^{\circ} 00^{\prime} 25^{\prime \prime}$ West, a distance of 1605.91 feet to a set $1 / 2$ inch iron rod with a "GAl" cap for a point; North $34^{\circ} 58^{\prime} 18^{\prime \prime}$ East, a distance of 449.38 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point; South $87^{\circ} 16^{\prime} 02^{\prime \prime}$ East, a distance of 508.67 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point; North $03^{\circ} 14^{\prime} 20^{\prime \prime}$ East, a distance of 467.31 feet to a set $1 / 2$ inch iron rod with a "GAl" cap for a point; North $29^{\circ} 57^{\prime} 57^{\prime \prime}$ West, a distance of 469.84 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point;

North $63^{\circ} 28^{\prime} 38^{\prime \prime}$ 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 $00^{\circ} 44^{\prime} 59^{\prime \prime}$ West, a distance of 314.29 feet to a set $1 / 2$ inch iron rod with a "GAl" cap for a point; North $00^{\circ} 22^{\prime} 03^{\prime \prime}$ West, a distance of 342.47 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point; North $51^{\circ} 17$ ' 16 " West, a distance of 518.01 feet to a set $1 / 2$ inch iron rod with a "GAl" cap for a point;

North $28^{\circ} 37^{\prime} 06^{\prime \prime}$ East, a distance of 559.09 feet to a found Aluminum Army Corp of Engineers monument for a point;

## ADZ \#11 (Continued)

North $50^{\circ} 53^{\prime} 29^{\prime \prime}$ East, a distance of 867.05 feet to a found Aluminum Army Corp of Engineers monument for a point;

North $16^{\circ} 55^{\prime} 44^{\prime \prime}$ 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 $89^{\circ} 56^{\prime} 00^{\prime \prime}$ 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 $00^{\circ} 04^{\prime} 27^{\prime \prime}$ 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 $89^{\circ} 50^{\prime} 14^{\prime \prime}$ 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 $00^{\circ} 08^{\prime} 12^{\prime \prime}$ 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 $89^{\circ} 51^{\prime} 04^{\prime \prime}$ 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 $43^{\circ} 37^{\prime} 04^{\prime \prime}$ 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 $59^{\circ} 31^{\prime} 36$ " 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 $39^{\circ} 45^{\prime} 25^{\prime \prime}$ 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 $06^{\circ} 10^{\prime} 01^{\prime \prime}$ 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 $88^{\circ} 42^{\prime} 01^{\prime \prime}$ West, a distance of 935.97 feet to a set $1 / 2$ inch iron rod with a "GAl" 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 $89^{\circ} 46^{\prime} 05^{\prime \prime}$ 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 "GAl" 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 $01^{\circ} 07^{\prime} 09^{\prime \prime}$ 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 "GAl" cap, being the northeast corner of said Texas Midstream tract;

THENCE South $83^{\circ} 27^{\prime} 27^{\prime \prime}$ 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 $1 / 2$ iron rod with a "GAI" cap, being the northwest corner of said Texas Midstream tract;

THENCE South $01^{\circ} 07^{\prime} 51^{\prime \prime}$ 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 "GAl" cap, being in the north line of said One Windsor tract;

THENCE South $89^{\circ} 46^{\prime} 05^{\prime \prime}$ 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 $00^{\circ} 13 \prime 55^{\prime \prime}$ 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 "GAl" cap, being the southwest corner of said One Windsor tract;

THENCE South $83^{\circ} 32^{\prime} 55^{\prime \prime}$ 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 "GAl" 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 $00^{\circ} 16^{\prime} 39^{\prime \prime}$ 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 $28^{\circ} 35^{\prime} 03^{\prime \prime}$ 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.;

## ADZ \#11 (Continued)

THENCE South $28^{\circ} 35^{\prime} 55^{\prime \prime}$ 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 $24^{\circ} 18^{\prime} 13^{\prime \prime}$, and a long chord which bears South $16^{\circ} 26^{\prime} 49^{\prime \prime}$ 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 "GAl" cap for a point;

THENCE South $04^{\circ} 17^{\prime} 42^{\prime \prime}$ 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 "GAl" cap, being the southwest corner of said remainder of Tract II;

THENCE North $89^{\circ} 32^{\prime} 54^{\prime \prime}$ 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 "GAl" cap for a point;

THENCE South $00^{\circ} 43^{\prime} 43^{\prime \prime}$ 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 "GAl" cap for a point;

THENCE South $04^{\circ} 47^{\prime} 16^{\prime \prime}$ East, a distance of 33.02 feet to a set $1 / 2$ inch iron rod with a "GAl" cap for a point;
THENCE South $63^{\circ} 08^{\prime} 29$ " West, a distance of 760.55 feet to a set $1 / 2$ inch iron rod with a "GAl" cap for a point;

THENCE South $61^{\circ} 09^{\prime} 15$ " West, a distance of 322.66 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point;

THENCE South $63^{\circ} 34^{\prime} 35$ " West, a distance of 272.26 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point;

THENCE South $68^{\circ} 55^{\prime} 46^{\prime \prime}$ West, a distance of 241.36 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point;

THENCE South $71^{\circ} 19$ ' 10 " West, a distance of 270.19 feet to a set $1 / 2$ inch iron rod with a "GAl" cap for a point;

THENCE South $80^{\circ} 23^{\prime} 15$ " West, a distance of 1119.17 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point;

THENCE South $30^{\circ} 27^{\prime} 05^{\prime \prime}$ East, a distance of 808.63 feet to a set $1 / 2$ inch iron rod with a "GAl" cap for a point;

THENCE South $59^{\circ} 50^{\prime} 30^{\prime \prime}$ West, a distance of 1658.80 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point

THENCE North $50^{\circ} 44^{\prime} 03^{\prime \prime}$ West, a distance of 834.78 feet to a set $1 / 2$ inch iron rod with a "GAl" 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 $81^{\circ} 42^{\prime} 35^{\prime \prime}$ 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 "GAl" cap, being in the southeast corner of said Randol Mill Capital southern tract;

THENCE North $30^{\circ} 55^{\prime} 31^{\prime \prime}$ 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 $81^{\circ} 41^{\prime} 41^{\prime \prime}$ 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 "GAl" cap, being in the northwest corner of said Randol Mill Capital southern tract;

THENCE South $30^{\circ} 54^{\prime} 43^{\prime \prime}$ 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 $58^{\circ} 50^{\prime} 54^{\prime \prime}$ 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 $1 / 2$ nch iron rod with a "GAl" cap for a point;

THENCE North $50^{\circ} 43^{\prime} 31^{\prime \prime}$ 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 - 94.12 ACRES

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 $51^{\circ} 07^{\prime} 00^{\prime \prime}$ 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;

## ADZ \#11 (Continued)

THENCE North $49^{\circ} 03^{\prime} 20^{\prime \prime}$ 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 $20^{\circ} 33^{\prime} 33^{\prime \prime}$ and a long chord which bears North $50^{\circ} 38^{\prime} 59^{\prime \prime}$ 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 $47^{\circ} 29^{\prime} 39^{\prime \prime}$ 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 $30^{\circ} 46^{\prime} 51^{\prime \prime}$ 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 $81^{\circ} 42^{\prime} 35^{\prime \prime}$ 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 $50^{\circ} 44^{\prime} 03^{\prime \prime}$ 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 $59^{\circ} 50^{\prime} 30^{\prime \prime}$ East, a distance of 1658.80 feet to a set $1 / 2$ inch iron rod with GAI cap; THENCE North $30^{\circ} 27^{\prime} 05^{\prime \prime}$ West, a distance of 808.63 feet to a set $1 / 2$ inch iron rod with GAI cap; THENCE North $80^{\circ} 23^{\prime} 15^{\prime \prime}$ East, a distance of 1119.17 feet to a set $1 / 2$ inch iron rod with GAI cap; THENCE North $71^{\circ} 19^{\prime} 10^{\prime \prime}$ East, a distance of 270.19 feet to a set $1 / 2$ inch iron rod with GAI cap; THENCE North $68^{\circ} 55^{\prime} 46^{\prime \prime}$ East, a distance of 241.36 feet to a set $1 / 2$ inch iron rod with GAI cap; THENCE North $63^{\circ} 34^{\prime} 35$ " East, a distance of 272.26 feet to a set $1 / 2$ inch iron rod with GAI cap; THENCE North $61^{\circ} 09^{\prime} 15^{\prime \prime}$ East, a distance of 322.66 feet to a set $1 / 2$ inch iron rod with GAI cap; THENCE North $63^{\circ} 08^{\prime} 29^{\prime \prime}$ East, a distance of 760.55 feet to a set $1 / 2$ inch iron rod with GAI cap THENCE North $04^{\circ} 47^{\prime} 16$ " West, a distance of 33.02 feet to a set $1 / 2$ inch iron rod with GAI cap;

THENCE North $00^{\circ} 43^{\prime} 43^{\prime \prime}$ 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 $89^{\circ} 32^{\prime} 54^{\prime \prime}$ 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 $00^{\circ} 42^{\prime} 37$ " 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 $04^{\circ} 47$ '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 $29^{\circ} 51^{\prime} 04^{\prime \prime}$ West, a distance of 133.25 feet to a set $1 / 2$ inch iron rod with GAI cap; THENCE South $61^{\circ} 25^{\prime} 14^{\prime \prime}$ West, a distance of 290.88 feet to a set $1 / 2$ inch iron rod with GAI cap; THENCE South $63^{\circ} 08^{\prime} 29^{\prime \prime}$ West, a distance of 737.31 feet to a set $1 / 2$ inch iron rod with GAI cap; THENCE South $61^{\circ} 09^{\prime} 15$ " West, a distance of 324.54 feet to a set $1 / 2$ inch iron rod with GAI cap; THENCE South $63^{\circ} 34^{\prime} 35^{\prime \prime}$ West, a distance of 305.87 feet to a set $1 / 2$ inch iron rod with GAI cap; THENCE South $68^{\circ} 55^{\prime} 46^{\prime \prime}$ West, a distance of 274.83 feet to a set $1 / 2$ inch iron rod with GAI cap; THENCE South $71^{\circ} 19^{\prime} 10$ " West, a distance of 319.78 feet to a set $1 / 2$ inch iron rod with GAI cap; THENCE South $80^{\circ} 23^{\prime} 15^{\prime \prime}$ West, a distance of 440.31 feet to a set $1 / 2$ inch iron rod with GAI cap; THENCE South $30^{\circ} 27^{\prime} 05^{\prime \prime}$ East, a distance of 588.09 feet to a set $1 / 2$ inch iron rod with GAI cap;

THENCE South $59^{\circ} 50^{\prime} 30$ " 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.

## TRACT 3 - 61.31 ACRES

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 NSTRUMENT 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:

## ADZ \#11 (Continued)

North $50^{\circ} 39^{\prime} 14^{\prime \prime}$ West, a distance of 1203.70 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point; North $50^{\circ} 53^{\prime} 38^{\prime \prime}$ West, a distance of 58.13 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point; North $52^{\circ} 32^{\prime} 36^{\prime \prime}$ West, a distance of 196.96 feet to a set $1 / 2$ inch iron rod with a "GAl" cap for a point; North $50^{\circ} 38^{\prime} 03^{\prime \prime}$ West, a distance of 1181.10 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point; North $46^{\circ} 40^{\prime} 14^{\prime \prime}$ West, a distance of 61.88 feet to a found Aluminum Disk TX-DOT monument for a point; North $50^{\circ} 46^{\prime} 02^{\prime \prime}$ 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 $60^{\circ} 04^{\prime} 27^{\prime \prime}$ 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 $01^{\circ} 07^{\prime} 47^{\prime \prime}$ 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 $59^{\circ} 28^{\prime} 48^{\prime \prime}$ 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 "GAl" cap for a point;

THENCE South $50^{\circ} 43^{\prime} 31^{\prime \prime}$ 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 $58^{\circ} 50^{\prime} 54^{\prime \prime}$ 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 $62^{\circ} 14^{\prime} 04^{\prime \prime}$ West, a distance of 228.11 feet to a set $1 / 2$ inch iron rod with a "GAl" cap for a point;
North $72^{\circ} 36^{\prime} 09^{\prime \prime}$ West, a distance of 170.09 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point;
South $85^{\circ} 23^{\prime} 38^{\prime \prime}$ West, a distance of 141.06 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point;

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

South $46^{\circ} 28^{\prime} 11^{\prime \prime}$ West, a distance of 221.97 feet to a set $1 / 2$ inch iron rod with a "GAI" cap for a point;
South $30^{\circ} 00^{\prime} 31^{\prime \prime}$ 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.


04/16/2024

## CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE:

PRESENTER:
TITLE:

Tiffany Bull, Deputy City Attorney

Development Agreement with Provident Realty Advisors, Inc. on Behalf of Affiliated Entities and Prairie Ridge Municipal Management District No. 1 to Establish Development Standards and Authorize Reimbursement for Public Improvements from Area Development Zones 9, 9A, and 10 of Tax Increment Reinvestment Zone \#3 for 30 Years Per Area in an Amount Not to Exceed 70\% of the Captured Appraised Value
(Reviewed by the Tax Increment Reinvestment Zone \#3 Board and City Council Development Committee on 04/16/2024)

## PURPOSE OF REQUEST:

Establish the process for approval of development standards for the Goodland Development, approve development standards for approximately 1572 acres of the Goodland Development, and authorize $70 \%$ of the captured appraised value for Area Development Zones 9, 9A, and 10 to be used for reimbursement of Public Improvements benefiting Tax Increment Reinvestment Zone (TIRZ) \#3.

## SUMMARY:

In addition to 972 acres of land in Ellis County Fresh Water Supply District No. 1, Provident Realty Advisors, Inc, through various affiliated entities, owns or has development control of approximately 3,737 acres of land in the City of Grand Prairie's Extra-Territorial Jurisdiction (ETJ Property) and 175 acres of neighboring property currently located within the City of Grand Prairie. Through the agreement, the City is agreeing to provide water to the development, to the extent legally able. The development agreement establishes the process for the development and annexation of the ETJ Property in phases. Prior to the development and annexation of each phase, the City and developer will negotiate the development standards and establish the water and waste water infrastructure needs for the phase. The development agreement adopts the standards for ETJ portion of the first phase.

The first phase includes approximately 1572 acres of ETJ Property located in Ellis County which includes approximately 1431 acres of light industrial, including data center. The remainder of the ETJ property is designated for mixed-use or residential use with the option for data center use.

The mixed-use and residential use area allows a variety of housing types including single family style units, paired home style units, multi-unit homes, parcHAUS style units, townhome style units, bungalow court, and auto court style units. The residential area will include a maximum density of 12 units/acre
and maximum of 1332 units with a portion of the units having a base zoning district of TH and the others having a base zoning district of MF-3. The agreement provides the flexibility to transition the mixed-use and residential area to a data center use.

As each phase is developed, the developer will be able to receive reimbursement for the cost of Public Improvements which benefit the TIRZ. Reimbursement from each area will be limited to 30 years and $70 \%$ of the captured appraised value received by the city. Initially, the TIRZ revenue dedicated for reimbursement will be allocated with $60 \%$ available to reimburse the developer and $40 \%$ available to reimburse the City for road projects. Once the City has been reimbursed for road projects, the reimbursement will be allocated with $75 \%$ available to reimburse the developer and $25 \%$ available to reimburse the City for costs associated with certain project costs incurred by the City.

CITY OF GRAND PRAIRIE
COMMUNICATION

MEETING DATE:
REQUESTER:
PRESENTER:
TITLE:

04/16/2024
Monica Espinoza, Administrative Supervisor
Savannah Ware, AICP, Chief City Planner
STP-24-02-0006 - Site Plan Amendment - RCCG Church at 1775 W Bardin (City Council District 6). Site Plan Amendment to revise building elevations for the proposed church on 9.12 acres. Lot 1, Block 1, RCCG House on the Rock Addition, City of Grand Prairie, Dallas County, Texas, zoned Single Family-One (SF-1) and addressed as 1775 W Bardin Rd (On March 25, 2024, the Planning and Zoning Commission recommended approval by a vote of 8-0)

## APPLICANT: <br> Ola Banwo, Banwo Incorporated

RECOMMENDED ACTION: Approve

## SUMMARY:

Site Plan Amendment to revise building elevations for the proposed church on 9.12 acres. Lot 1, Block 1, RCCG House on the Rock Addition, City of Grand Prairie, Dallas County, Texas, zoned Single FamilyOne (SF-1) and addressed as 1775 W Bardin Rd.

## PURPOSE OF REQUEST:

The applicant seeks Site Plan approval to revise the approved building elevations for a church on 9.12 acres. No changes are proposed to the approved site plan and landscape plan.

## ADJACENT LAND USES:

The following table summarizes the zoning designation and existing use for the surrounding properties.
Table 1. Zoning and Land Use

| Direction | Zoning | Existing Use |
| :--- | :--- | :--- |
| North | Single-Family One (SF-1) | W Bardin Road / Undeveloped |
| South | PD-348 \& Agriculture (A) | Single-family residential / Undeveloped |
| West | PD-30, PD-348 | Single-family residential / Undeveloped |
| East | SF-1 \& Agriculture (A) | Single-family residential / Undeveloped |

## HISTORY:

- November 20, 1990: City Council approved the Unified Development Code for the City of Grand Prairie, which provided initial zoning for the property.
- August 3, 2021: City Council approved a Site Plan for The Redeemed Christian Church (Case Number S210701).


## PROPOSED USE CHARACTERISTICS AND FUNCTION:

The applicant plans to construct a 21,000 sq. ft church on 9.12 acres. The revised building elevations include changes to the architectural style, building materials, and finishes. No changes are proposed to the approved site plan and landscape plans.

## Building Design

The previously approved building facade was predominantly masonry comprised of white split-face Concrete Masonry Units (CMU) and smooth-face CMU. Metal, cast-stone, brick, and contrasting colors provided accents. The building's roofline, walls, enhanced windows, and porte-cochere provided articulation.

The proposed building facade is predominately comprised of EIFS. Varying rooflines and three paint colors create contrast among different vertical surfaces. Decorative elements such as a curved metal canopy and a rooftop crucifix are proposed to make the buildings more visible from a distance.

Table 2. Proposed Elevation Changes

|  | Approved (S210701) | Proposed (STP-24-02-0006) |
| :---: | :---: | :---: |
| Primary materials | - Smooth face CMU <br> - White split-face CMU | - EIFS <br> - Brick base |
| Accent materials | - Metal, cast-stone, \& brick <br> - Contrasting colors | - Brick accents <br> - White, grey and red paint |
| Building Height (Max.) | - 34 feet - top of the parapet | - 48 feet - top of the parapet <br> - 66 feet - a rooftop crucifix |
| Porte-Cochere | - Porte-Cochere with a glazed barrel-vaulted roof | - Metal canopy |
| Main Entrance Lobby | - Two-floor levels with windows | - Double-volume space with glazing |

## VARIANCES:

The applicant is not requesting any variances.

## ANALYSIS:

The proposed site plan meets the Unified Development Code (UDC) and Planned Development requirements.

## RECOMMENDATION:

- On March 25, 2024, the Planning and Zoning Commission recommended approval by a vote of 8-0.
- The Development Review Committee recommends approval.


# Exhibit A- Location Map Page 1 of 1 



## Location

Street Center Line
Parcels


PROPOSED VERSION






( 13.01 NORTH ELEVATION (MAIN ENTRANCE VIEW) $\qquad$ 80\% MASONRY; 20\% GLASS







NORTH ELEVATION
$\frac{003-101}{}$
$\frac{A 3.01}{\text { REV. "A" }}$



ENLARGED
ENLARGED
SOUTH ELEVATION - AREA "B"
S210701

ENLARGED
SOUTH ELEVATION - AREA "A"








2 EAST ELEVATION - $98 \%$ MASONRY; $2 \%$ GLASS $\qquad$

NOT FOR CONSTRUCTION
S210701


## CITY OF GRAND PRAIRIE ORDINANCE

MEETING DATE:
REQUESTER:
PRESENTER:
TITLE:

04/16/2024
Monica Espinoza, Administrative Supervisor
Savannah Ware, AICP, Chief City Planner
CPA-24-02-0004 - Comprehensive Plan Amendment - WE Roberts Flex Office Warehouse (City Council District 1). Comprehensive Plan Amendment to change the Future Land Use Map from Mixed Use to Light Industrial on 7.05 acres. Tract 5, Tapley Holland Survey, Abstract 750, City of Grand Prairie, Tarrant County, Texas, zoned Hospital District (HD) with an approximate address of 2601 WE Roberts St (On March 25, 2024, the Planning and Zoning Commission recommended approval by a vote of 8-0)

## APPLICANT:

Randall Eardley, Wier \& Associates, Inc.
RECOMMENDED ACTION: Staff is unable to support the zoning change because the proposed use does not align with the Future Land Use Map.

Please note, the FLUM designation is not the zoning of the property, it is the recommended land use for future development per the City's comprehensive plan.

## SUMMARY:

Comprehensive Plan Amendment to change the Future Land Use Map from Mixed Use to Light Industrial on 7.05 acres. Tract 5, Tapley Holland Survey, Abstract 750, City of Grand Prairie, Tarrant County, Texas, zoned Hospital District (HD) with an approximate address of 2601 WE Roberts St.

## PURPOSE OF REQUEST:

The applicant is proposing to create a new Planned Development District to allow construction of two speculative office/warehouses. The purpose of this request is to amend the Future Land Use Map to align with a proposed zoning change.

## ADJACENT LAND USES:

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

Table 1. Zoning and Land Use

| Direction | Zoning | Existing Use |
| :--- | :--- | :--- |
| North | Light Industrial (LI) | Stripe-A-Zone, Office/Warehouse |
| South | Hospital District (HD) | Vacant/Hospital |
| West | Hospital District (HD) | Medical Clinic |
| East | Hospital District (HD) | Retail/Medical offices |

## CONFORMANCE WITH THE COMPREHENSIVE PLAN:

## Future Land Use Map

The Future Land Use Map (FLUM) is designed to facilitate the efficient, sustainable, and fiscally sound development and redevelopment of Grand Prairie. The purpose of the FLUM is to serve as an outlook for the future use of land and the character of development in the community. The FLUM, along with other community objectives, is used to guide land use decisions.

The FLUM designates this site area as Mixed Use. The proposed zoning change is not consistent with the FLUM.

## PUBLIC NOTICE:

Notice of this item was published in the Fort Worth Star Telegram and letters were provided to 7 surrounding properties meeting the distance requirements in the Unified Development Code. As of the writing of this staff memo, the following letters have been received:

In Support: None
In Opposition: One (1)

## RECOMMENDATION:

- On March 25, 2024, the Planning and Zoning Commission recommended approval by a vote of 8-0)
- Staff is unable to support the zoning change because the proposed use does not align with the Future Land Use Map. Please note, the FLUM designation is not the zoning of the property, it is the recommended land use for future development per the City's comprehensive plan.


## BODY:

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS AMENDING THE 2021 FUTURE LAND USE MAP, A COMPONENT OF THE 2018 COMPREHENSIVE PLAN, TO CHANGE THE CLASSIFICATION OF 7.05 ACRES; TRACT 5, TAPLEY HOLLAND SURVEY, ABSTRACTS NO. 750, CITY OF GRAND PRAIRIE, TARRANT COUNTY, TEXAS, FROM MIXED USE TO LIGHT INDUSTRIAL; AND MAKING THIS ORDINANCE CUMULATIVE; CONTAINING A SAVINGS CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND TO BECOME EFFECTIVE UPON ITS PASSAGE AND APPROVAL

WHEREAS, Section 1.11.5.1 of the Unified Development Code of the City of Grand Prairie, Texas stipulates that the Planning and Zoning Commission shall conduct a public hearing and make recommendations to the City Council on amendments to the Comprehensive Plan; and

WHEREAS, Notice was given of a public hearing on proposed amendments to the Comprehensive Plan Amendment to be held by the Planning and Zoning Commission of Grand Prairie, Texas, in the City Hall Plaza Building, at 6:30 P.M. on March 25, 2024, such Notice of the time and place of such hearing having been given at least ten (10) days prior to such hearing by publication in the Fort Worth Star Telegram, Fort Worth, Texas, a newspaper of general circulation in such municipality; and

WHEREAS, after consideration of said amendment, the Planning and Zoning Commission of the City of Grand Prairie, Texas voted 8 to 0 to recommend to the City Council of Grand Prairie, Texas, that said Comprehensive Plan Amendment should be approved since its provisions are in the public interest and will promote the health, safety and welfare of the community; and

WHEREAS, Notice was given of a further public hearing to be held by the City Council of the City of Grand Prairie, Texas, in the City Hall Plaza Building, at 6:30 P.M. on April 16, 2024, to consider the advisability of amending the Comprehensive Plan, such Notice of the time and place of such hearing having been given at least fifteen (15) days prior to such hearing by publication in the Fort Worth Star Telegram, Fort Worth, Texas, a newspaper of general circulation in such municipality.

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

SECTION 1. The Future Land Use Map of the 2018 Comprehensive Plan for the City of Grand Prairie be amended, revised, and described as follows:
A. Change the Future Land Use classification from Mixed Use to Light Industrial on 7.05 acres. Tract 5, Tapley Holland Survey, Abstract 750, City of Grand Prairie, Tarrant County, Texas; as described and depicted in Exhibit A - Boundary Description.

SECTION 2. The terms and provisions of this Ordinance are severable and are governed by Section 1-4 of the Code of Ordinances of the City of Grand Prairie, Texas.

SECTION 3. The Unified Development Code of the City of Grand Prairie, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

SECTION 4. All ordinances or parts of ordinances not consistent or conflicting with the provisions of this Ordinance are hereby repealed. Provided that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered in this Ordinance.

SECTION 5. This ordinance shall be in full force and effect from and after its passage and approval.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, THIS THE 16TH DAY OF APRIL 2024.

ORDINANCE NO. \#-2024
CASE NO. CPA-24-02-0004


## Location

Street Center Line
Parcels

|  | 354 <br> Date: 2/20/202 |
| :---: | :---: |

## CITY OF GRAND PRAIRIE ORDINANCE

MEETING DATE:
REQUESTER:
PRESENTER:
TITLE:

04/16/2024
Monica Espinoza, Administrative Supervisor
Savannah Ware, AICP, Chief City Planner
ZON-24-02-0004 - Zoning Change/Concept Plan - WE Roberts Flex Office Warehouse (City Council District 1). Zone Change from Hospital District (HD) to Planned Development for Light Industrial Use and a Concept Plan for Office/Warehouses on 7.05 acres. Tract 5, Tapley Holland Survey, Abstract 750, City of Grand Prairie, Tarrant County, Texas, zoned Hospital District (HD) with an approximate address of 2601 WE Roberts St (On March 25, 2024, the Planning and Zoning Commission recommended approval by a vote of 8-0)

## APPLICANT:

Randall Eardley, Wier \& Associates, Inc.
RECOMMENDED ACTION: Staff is unable to support the zoning change because the proposed use does not align with the Future Land Use Map. However, some of the proposed uses are generally consistent with the surrounding land uses outside of the hospital district. Some uses could serve as complimentary uses for the hospital.

Please note the FLUM designation is not the zoning of the property, it is the recommended land use for future development per the City's comprehensive plan.

## SUMMARY:

Zoning Change from Hospital District (HD) to Planned Development for Light Industrial Use and a Concept Plan for Office/Warehouses on 7.05 acres. Tract 5, Tapley Holland Survey, Abstract 750, City of Grand Prairie, Tarrant County, Texas, zoned Hospital District (HD) with an approximate address of 2601 WE Roberts St.

## PURPOSE OF REQUEST:

The purpose of this request is to change the zoning from Hospital District to a Planned Development District for limited Light Industrial uses to allow the development of two single-story speculative industrial buildings with a total floor area of 128,360 sq. ft .

## ADJACENT LAND USES:

The following table summarizes the zoning designation and existing use for the surrounding properties.
Table 1. Zoning and Land Use

| Direction | Zoning | Existing Use |
| :--- | :--- | :--- |
| North | Light Industrial (LI) | Stripe-A-Zone, Office/Warehouse |
| South | Hospital District (HD) | Vacant/Hospital |
| West | Hospital District (HD) | Medical Clinic |
| East | Hospital District (HD) | Retail/Medical offices |

## HISTORY:

- May 5, 1987: The City Council adopted an ordinance creating the boundaries of the Hospital District (HD) and its land use regulations (Ordinance No. 4161).


## PROPOSED USE CHARACTERISTICS AND FUNCTION:

The applicant intends to construct two speculative office/warehouse buildings with a combined area of 128,360 sq. ft. Building A will have access from Great Southwest Parkway to the east, while Building B will have access from Mid Cities Boulevard to the west. The two buildings wrap around a truck court with north-south access from Sherman Street and Hospital Boulevard.

## CONFORMANCE WITH THE COMPREHENSIVE PLAN:

## Future Land Use Map

The Future Land Use Map (FLUM) in the City of Grand Prairie's 2018 Comprehensive Plan is intended as an outlook for the future use of land and the character of development in the community. The FLUM designates this site area as Mixed Use. The proposed zoning change is not consistent with the FLUM.

## ZONING REQUIREMENTS:

## Density and Dimensional Requirements

The property is subject to density and dimensional requirements in Article 6 of the Unified Development Code (UDC). The following table summarizes the requirements.

Table 2. Density and Dimensional Requirements

| Standard | HD - <br> Office Use | HD - Commercial <br> /Retail Use | LI <br> (UDC Art 6) | HD-LI <br> (Proposed) |
| :--- | :---: | :---: | :---: | :---: |
| Min. Lot Area (Sq. Ft.) | 21,780 | 43,560 | 15,000 | 626,731 |
| Min. Lot Width (Ft.) | 0 | 200 | 100 | 708 |
| Min. Lot Depth (Ft.) | 0 | 250 | 150 | 435 |
| Front Setback (Ft.) | 25 | 25 | 25 | 100 |
| Side Setback (Ft.) | 10 | 10 | 25 | 30 |
| Max. Height (Ft.) | 40 | 20 | 50 | 38 |
| Max. FAR | $1: 0.5$ | $1: 0.5$ | $1: 1$ | $1: 0.42$ |

## Permissible Uses

The property is subject to requirements in Appendix O - Hospital District of the Unified Development Code (UDC). The Hospital District was established to create a single area in which the physical and mental health needs of the citizenry can be accommodated comprehensively with support facilities that complement the health care land uses, and to provide compatibility among land uses by application of stringent site planning and aesthetic design. The following table summarizes the permissible uses in the HD District.

Table 3-1. Permitted Primary Uses in HD

| Use | $\begin{gathered} \text { HD } \\ (\mathrm{App} . \mathrm{O}) \end{gathered}$ | $\begin{gathered} \mathbf{L I} \\ \text { (UDC Art 4) } \end{gathered}$ | $\begin{gathered} \mathbf{H D}-\mathbf{L I} \\ \text { (Proposed) } \end{gathered}$ |
| :---: | :---: | :---: | :---: |
| Medical care facilities | X | X | X |
| Health service facilities | X | X | X |
| Scientific or research laboratories | X | X (nonhazardous)/ S (hazardous) | X (nonhazardous) |
| Accessory buildings | X | X | X |
| Off-street parking | X | X | X |
| Churches | X | X | X |
| Funeral Homes | X | X |  |

Table 3-2. Permitted Ancillary Uses in HD

| Use | HD <br> (App. O) | LI <br> (UDC Art 4) | HD - LI <br> (Proposed) |
| :--- | :---: | :---: | :---: |
| Medical institutions \& training centers | X | X | X |
| Health spa or similar wellness facility | X | X | X |
| Nursing and care homes for ambulatory and/ or <br> non-ambulatory residents | X | X |  |
| Office (professional, government, administrative) | X | X | X |
| Multi-level parking facilities; Commercial Auto <br> Park lot | X | X | X |
| Support retail uses | X | X |  |
| Residential Uses and Higher Density Residential <br> Retirement Center | X |  | X |

Table 3-3. Uses allowed by Specific Use Permit (SUP)

| Use | HD <br> (App. O) | LI <br> (UDC Art 4) | HD - LI <br> (Proposed) |
| :--- | :---: | :---: | :---: |
| Utility buildings, sub-stations, water tanks | S | X | S |
| Helistop | S | X | S |
| Veterinarian offices only (without outside pens) | S | X | X |
| Day Care Center of similar facility | S | S |  |

* Site Plan required


## Proposed Land Uses

The applicant is requesting the following uses to be allowed by right in this Planned Development for Hospital District uses and limited Light Industrial uses. The proposed developments will primarily attract industrial users who needs office/showrooms and distribution warehouses for their operation. In the project
narrative, the applicant indicated businesses such as Floor and Décor, Fergusons Plumbing Supply, and Andersen Window Showroom are targeted tenants.

Other potential tenants will be engineering labs. The applicant also included speculated end users such as Riner Engineering - specializing in geotechnical engineering and construction materials testing and inspections, and Linear Labs - specializing in smart electric motors systems.

In general, speculative tenants are not associated with medical uses and does not match permissible uses in the current zoning. The applicant proposed to retain all uses allowed in the HD district, while limiting additional permissible uses to flex industrial uses.

Table 4-1. Permissible Uses in PD (HD-LI)

| Use | $\underset{(\text { App. O) }}{\mathbf{H D}}$ | $\begin{gathered} \hline \mathbf{L I} \\ \text { (UDC Art 4) } \end{gathered}$ | $\begin{gathered} \hline \text { HD - LI } \\ \text { (Proposed) } \end{gathered}$ |
| :---: | :---: | :---: | :---: |
| General Education, Health and Institutional |  |  |  |
| Church / Religious Activity | X | X | X |
| Schools (K-12) |  | X | X |
| Veterinary Clinic (No Kennels) | S | X | X |
| Outpatient Care Clinic/Center | X | X | X |
| Medical and Dental Offices | X | X | X |
| Vocational School (non-auto/non-mechanical) | X | X | X |
| Research lab (non-hazardous) | X | X | X |
| Government, Offices \& Business |  |  |  |
| Professional Offices | X | X | X |
| Counseling | X | X | X |
| Legal Services | X | X | X |
| Social Services | X | X | X |
| Retail \& Commercial Uses |  |  |  |
| Drug Store/Pharmacy | X | X | X |
| Florist | X | X | X |
| Grocery Store | X | X | X |
| Restaurant (No Entertainment, No Alcohol Sales) | X | X | X |
| Retail Store | X | X | X |
| Grooming \& Hygiene Salon | X | X | X |
| Industrial Uses |  |  |  |
| Flex Industrial |  | X | X |
| Warehouse/Distribution Center |  | X | X |
| Warehouse, E-Commerce Fulfillment Center |  | X | X |
| Garden Center (Indoor Storage) |  | X | X |
| Plant Nursery |  | X | X |
| Contractor Shop (Indoor Storage) |  | X | X |
| Office/Showroom (Indoor Display) |  | X | X |

## Prohibited Land Uses

The PD prohibits any uses not specifically allowed by this PD. Prohibited uses would include any automotive uses, convenience stores with or without gas sales, and other industrial and manufacturing uses that are not included in the permissible use chart.

## RECOMMENDATION:

- On March 25, 2024, the Planning and Zoning Commission recommended approval by a vote of 8-0
- Staff is unable to support the zoning change because the proposed use does not align with the Future Land Use Map. However, some of the proposed uses are generally consistent with the surrounding land uses outside of the hospital district. Some uses could serve as complimentary uses for the hospital.
Please note, that the FLUM is not the property zoning, it is the recommended future land use for potential development per the city's comprehensive plan.


## BODY:

AN ORDINANCE AMENDING THE ZONING ORDINANCE AND MAP TO REZONE 7.05 ACRES; TRACT 5, TAPLEY HOLLAND SURVEY, ABSTRACTS NO. 750, CITY OF GRAND PRAIRIE, TARRANT COUNTY, TEXAS, FROM HOSPITAL DISTRIC (HD) TO A PLANNED DEVELOPMENT DISTRICT FOR LIGHT INDUSTRIAL USES; SAID ZONING MAP AND ORDINANCE BEING ORDINANCE NUMBER 4779 AND PASSED ON NOVEMBER 20, 1990, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; CONTAINING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND TO BECOME EFFECTIVE UPON ITS PASSAGE AND APPROVAL

WHEREAS, the owners of the property described herein below filed application with the City of Grand Prairie, Texas, petitioning an amendment of the Zoning Ordinance and map of said city so as to rezone and reclassify said property from its classification of Hospital District (HD) to a Planned Development District for Light Industrial Uses; and

WHEREAS, the Planning and Zoning Commission of Grand Prairie, Texas, held a public hearing on said application on March 25, 2024, after written notice of such public hearing before the Planning and Zoning Commission on the proposed rezoning had been sent to owners of real property lying within 300 feet of the property on which the change of classification is proposed, said Notice having been given not less than ten (10) days before the date set for hearing to all such owners who rendered their said property for City taxes as the ownership appears on the last approved City Tax Roll, and such Notice being served by depositing the same, properly addressed and postage paid, in the City Post Office; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Grand Prairie, Texas voted 8-0 to recommend approval to the City Council of Grand Prairie, Texas, of the request that the hereinafter described property be rezoned from its classification of Hospital District (HD) to a Planned Development District for Light Industrial (LI) Uses; and

WHEREAS, Notice was given of a further public hearing to be held by the City Council of the City of Grand Prairie, Texas, in the City Hall Plaza Building at 6:30 o'clock P.M. on April 16, 2024, to consider the advisability of amending the Zoning Ordinance and Map as recommended by the Planning and Zoning

Commission, and all citizens and parties at interest were notified that they would have an opportunity to be heard, such Notice of the time and place of such hearing having been given at least fifteen (15) days prior to such hearing by publication in the Fort Worth Star Telegram, Grand Prairie, Texas, a newspaper of general circulation in such municipality; and

WHEREAS, all citizens and parties at interest have been given an opportunity to be heard on all the matter of the proposed rezoning and the City Council of the City of Grand Prairie, Texas, being informed as to the location and nature of the use proposed on said property, as well as, the nature and usability of surrounding property, have found and determined that the property in question, as well as, other property within the city limits of the City of Grand Prairie, Texas, has changed in character since the enactment of the original Zoning Ordinance from its classification of Hospital District (HD) to a Planned Development District for Light Industrial Uses; and, by reason of changed conditions, does consider and find that this amendatory Ordinance should be enacted since its provisions are in the public interest and will promote the health, safety and welfare of the community.

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

SECTION 1. Ordinance Number 4779, being the Zoning Ordinance and Map of the City of Grand Prairie, Texas, showing the locations and boundaries of certain districts, and said Zoning Ordinance and Map having been made a part of an Ordinance entitled:
> "THE UNIFIED DEVELOPMENT CODE OF THE CITY OF GRAND PRAIRIE, TEXAS, AS PASSED AND APPROVED BY THE CITY COUNCIL ON THE 20TH DAY OF NOVEMBER, 1990, TOGETHER WITH ALL AMENDMENTS THERETO AND ENACTING A REVISED ORDINANCE ESTABLISHING AND PROVIDING FOR ZONING REGULATIONS; CREATING USE DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN..."

and passed and approved November 20, 1990, as amended, is hereby further amended so as to rezone from its classification of Hospital District (HD) to a Planned Development District for Light Industrial Uses as described and depicted in Exhibit A - Boundary Description.

## SECTION 2. Purpose and Intent

The intent of this Planned Development District is to change the zoning from Hospital District to a Planned Development District for limited Light Industrial uses.

## SECTION 3. HD-LI Planned Development District

All boundaries, zoning, development standards, land uses, and other conditions of this Planned Development District shall conform to all requirements contained in Exhibit A - Boundary Description, Exhibit C - Concept Plan, and Exhibit D - Concept Elevations.

SECTION 4. The following development standards shall apply to development within this Planned Development District.
A. Any zoning, land use requirements and restrictions not contained within this Planned Development Ordinance shall conform to those requirements for Appendix R - Hospital District (HD) and Light

Industrial District (LI) in the Unified Development Code (UDC), as amended, and except as amended below.
a. Uses permitted in the Appendix R shall be permitted per Exhibit B - Development Standards
b. Uses permitted in the Light Industrial Districts shall be permitted per Exhibit B Development Standards
B. A Site Plan for the Office/Commercial/Retail development shall meet the Appendix F standards and shall be approved by the City of Grand Prairie City Council prior to the issuance of any building permits.
C. A Site Plan for the Industrial development shall meet the Appendix X standards and shall be approved by the City of Grand Prairie City Council prior to the issuance of any building permits.

## SECTION 5. Variances and Exceptions

Variances or exceptions to the requirements of this Ordinance shall require approval by the City Council upon recommendation of the Planning and Zoning Commission.

## SECTION 6.

It is further provided, that in case a section, clause, sentence, or part of this Ordinance shall be deemed or adjudged by a Court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.

## SECTION 7.

All ordinances or parts of ordinances not consistent or conflicting with the provisions of this Ordinance are hereby repealed. Provided that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered in this Ordinance.

## SECTION 8.

The terms and provisions of this Ordinance are severable and are governed by Section 1-4 of the Code of Ordinances of the City of Grand Prairie, Texas.

## SECTION 9.

This Ordinance shall be in full force and effect from and after its passage, approval and publication.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 16TH DAY OF APRIL 2024.

Ordinance No. \#-2024<br>Zoning Case No. ZON-24-02-0004<br>Planned Development No. \#



## Location

Street Center Line
Parcels




PRELIMINARY SITE PLAN






| BUILDING B - NORTH $1132^{2}=11.00$ <br> BUILDING B - EAST |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |
| (3) BUILDING B - SOUTH |  |  |  |  |  |  |  |  |
| $4 \frac{\text { BUILDING }}{132=-1.00}$ B - WEST |  |  |  |  |  |  |  |  |
| MATERIALS |  |  |  |  |  | REFERENCE KEYNOTES | GENERAL DRAWING NOTES |  |
|  | MISC. ARCHITECTURAL ELEMENTS STEEL CANOPY - STL. FRAMING W/ STL FASCIA BEANS \& OPEN TRELLIS TO MATCH ASCIA BEANS \& OPEN TRELLIS TO MATCH ARCHITECTURAL BATTENS -CANOPY STEEL FRAMING TO BE PAINTED PI SOLID PORTIONS OF CANOPY TO SLOPE AWAY FROM BUILDING FOR DRAINAGE |  |  |  |  |  | A. REFER TO THE AO.X SERIES DRAVINGS FOR ARCHITECTURAL GENERAL NOTES, MATERIAL SYMBOLS, ABBREVIATIONS, DIVENSIONING CONVENTIONS US $=D$ ON THIS DRAWING. <br> B. REFER TO AND COOROINATE WITH STRUCTURAL, MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS FOR ADDITIONAL PLUMBIING, AND ELECTRICAL ORAWINGS FOR AD INFORMATION NOT SHOWN ON THIS DRAWING. <br> C. REFER TO AND COORDINATE VITH CIVIL DRAWINGS FOR ALL FINISH GRADES. <br> D. REFER TO AA.X.X SERIES DRAWINGS FOR ENLARGED EXTERIOR ELEVATIONS, BUILDING SECTIONS,TILT WALL ELEVATIONS, \& ELEVATIONS, BUIL <br> E. REFER TO A. $2 \times$ SERIES DRAWINGS FOR DOOR, GLAZING \& LOUVER SCHEDULES, ELEVATIONS \& DETAILS |  |

## CITY OF GRAND PRAIRIE ORDINANCE

MEETING DATE:
REQUESTER:
PRESENTER:

## TITLE:

04/16/2024
Monica Espinoza, Administrative Supervisor
Savannah Ware, AICP, Chief City Planner
SUP-24-01-0003 - Specific Use Permit - Adonis Auto Group (City Council District 1). Specific Use Permit Amendment to allow auto sales (non-franchise used) at an existing auto repair (major) and auto body shop located at 1908 110TH Street. Site 3, Block 6, Parcel II, Third Installment, Industrial Community No. 5, GSID COMM Addition, City of Grand Prairie, Tarrant County, Texas, zoned Light Industrial (LI), and addressed as $1908110^{\mathrm{TH}} \mathrm{St}$ (On March 25, 2024, the Planning and Zoning Commission recommended approval by a vote of 8-0)

## APPLICANT: <br> Teresa Watters, Applicant

RECOMMENDED ACTION: Approve

## SUMMARY:

Specific Use Permit Amendment to allow auto sales (non-franchise used) at an existing auto repair (major) and auto body shop located at 1908 110TH Street. Site 3, Block 6, Parcel II, Third Installment, Industrial Community No. 5, GSID COMM Addition, City of Grand Prairie, Tarrant County, Texas, zoned Light Industrial (LI), and addressed as $1908110^{\mathrm{TH}}$ St.

## PURPOSE OF REQUEST:

The purpose of this request is to amend the existing Specific Use Permit to allow Auto Sales (nonfranchise used) land use on the subject property. The Unified Development Code requires approval of a Specific Use Permit for Auto Sales (non-franchise used) use when located within a property zoned Light Industrial (LI).

The purpose of the Specific Use Permit process is to identify those uses which might be appropriate within a zoning district, but due to either their location, functional or operational nature, could have a potentially negative impact upon surrounding properties; and provide for a procedure whereby such uses might be permitted by further restricting or conditioning them to eliminate such probable negative consequences.

## ADJACENT LAND USES:

The following table summarizes the zoning designation and existing use for the surrounding properties.
Table 1. Zoning and Land Use

| Direction | Zoning | Existing Use |
| :--- | :--- | :--- |
| North | Light Industrial | Warehouse/Distribution |
| South | Light Industrial | Warehouse/Distribution |
| West | Light Industrial | Warehouse/Distribution |
| East | Light Industrial | Warehouse/Distribution |

## PROPOSED USE CHARACTERISTICS:

The applicant requests to use the property for Auto Sales (non-franchise used). The property is currently operating as Auto Repair (Major) and Auto Body shop via a Specific Use Permit. With the proposed amendment, the business intends to have an on-site inventory of used vehicles for sale.

Hours of operation:
Monday-Friday: 8:00 AM to 6:00 PM
Saturday: 8:00 AM to 1:00 PM
Closed Sundays
The proposal meets parking requirements for the proposed use. The following table summarizes the parking requirements:

Table 2. Parking Calculation

|  | Required | Meets |
| :--- | :--- | :--- |
| Automotive Related Services: <br> Three parking spaces per service bay plus one space per max. number of <br> employees on a shift, with a minimum of six spaces per use | 135 | Yes |
| General Offices: One space per 325 square feet | 80 | Yes |
| Total Parking Required | 215 | 434 |

## VARIANCES:

The applicant is not requesting any variances.

## PUBLIC NOTICE:

Notice of this item was published in the Fort Worth Star Telegram and letters were provided to eight (8) surrounding properties meeting the distance requirements in the Unified Development Code. As of the writing of this staff memo, the following letters have been received:

In Support: None
In Opposition: None

## RECOMMENDATION:

- On March 25, 2024, the Planning and Zoning Commission recommended approval by a vote of 8-0.
- The Development Review Committee (DRC) recommends approval.


## BODY:

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS AMENDING THE ZONING ORDINANCE AND MAP BY SHOWING THE LOCATION, BOUNDARY, AND USE OF CERTAIN PROPERTY FOR A SPECIFIC USE PERMIT AMENDMENT TO ALLOW AUTO SALES (NON-FRANCHISE USED) LOCATED AT $1908110^{\text {TH }}$ STREET: SITE 3, BLOCK 6, PARCELL ii, THIRD INSTALLMENT, INDUSTRIAL COMMUNITY NO. 5, GSID COMM ADDITION, CITY OF GRAND PRAIRIE, TARRANT COUNTY, TEXAS; SAID ZONING MAP AND ORDINANCE BEING NUMBERED ORDINANCE NUMBER 4779 AND PASSED ON NOVEMBER 20, 1990; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE AFTER PUBLICATION

WHEREAS, the owners of the property described herein below filed application with the City of Grand Prairie, Texas, petitioning an amendment of the Zoning Ordinance and Map of said city so as to amend the zoning designation of said site to include a Specific Use Permit Amendment to allow Auto Sales (NonFranchise Used);

WHEREAS, the Planning and Zoning Commission of Grand Prairie, Texas, held a public hearing on said application on March 25, 2024, after written notice of such public hearing before the Planning and Zoning Commission on the proposed Specific Use Permit had been sent to owners of real property lying within 300 feet of the property on which the creation of a Specific Use Permit Amendment to allow Auto Sales (Non-Franchise Used) is proposed, said Notice having been given not less than ten (10) days before the date set for hearing to all such owners who rendered their said property for City taxes as the ownership appears on the last approved City Tax Roll, and such Notice being served by depositing the same, properly addressed and postage paid, in the City Post Office; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Grand Prairie, Texas voted 8 to 0 to recommend to the City Council of Grand Prairie, Texas, that said Zoning Ordinance and Map be amended to allow a Specific Use Permit Amendment to allow Auto Sales (Non-Franchise Used); and

WHEREAS, Notice was given of a further public hearing to be held by the City Council of the City of Grand Prairie, Texas, in the City Hall Plaza Building at 6:30 o'clock P.M. on April 16, 2024, to consider the advisability of amending the Zoning Ordinance and Map as recommended by the Planning and Zoning Commission, and all citizens and parties at interest were notified that they would have an opportunity to be heard, such Notice of the time and place of such hearing having been given at least fifteen (15) days prior to such hearing by publication in the, Fort Worth Star Telegram, Fort Worth, Texas, a newspaper of general circulation in such municipality; and

WHEREAS, all citizens and parties at interest have been given an opportunity to be heard on all the matter of the Specific Use Permit and the City Council of the City of Grand Prairie, Texas, being informed
as to the location and nature of the specific use proposed on said property, as well as the nature and usability of surrounding property, have found and determined that the property in question, as well as other property within the city limits of the City of Grand Prairie, Texas, has changed in character since the enactment of the original Zoning Ordinance to the extent that a specific use may be made of said property as herein provided and by reason of changed conditions, does consider and find that this amendatory Ordinance should be enacted since its provisions are in the public interest and will promote the health, safety and welfare of the community.

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

SECTION 1. Ordinance Number 4779, being the Unified Development Code of the City of Grand Prairie, Texas, showing the locations and boundaries of certain districts, and said Zoning Ordinance and Map having been made a part of an Ordinance entitled:
> "THE UNIFIED DEVELOPMENT CODE OF THE CITY OF GRAND PRAIRIE, TEXAS, AS PASSED AND APPROVED BY THE CITY COUNCIL ON THE 20TH DAY OF NOVEMBER, 1990, TOGETHER WITH ALL AMENDMENTS THERETO AND ENACTING A REVISED ORDINANCE ESTABLISHING AND PROVIDING FOR ZONING REGULATIONS; CREATING USE DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN..."

passed and approved November 20, 1990, as amended, is hereby further amended so as to establish a Specific Use Permit Amendment to allow Auto Sales (Non-Franchise Used) at an existing Auto Repair (Major) and Auto Body Shop located at 1908 110TH Street. Site 3, Block 6, Parcel II, Third Installment, Industrial Community No. 5, GSID COMM Addition, City of Grand Prairie, Tarrant County, Texas, as depicted in Exhibit A - Location Map, attached hereto.

SECTION 2. The purpose of this Ordinance is to provide the appropriate restrictions and development controls that ensure this Specific Use Permit is compatible with the surrounding development and zoning and to also ensure that the development complies with the City's Comprehensive Plan and Unified Development Code. The following standards and conditions which are hereby established as part of this ordinance:

1. The development shall maintain compliance with all Federal, State and Local regulations; including, but not necessarily limited to, all applicable standards and regulations of the Grand Prairie Municipal Code and the Unified Development Code, including Chapter 13, Article XX of the Grand Prairie Municipal Code governing Auto- Related Businesses (Ordinance No. 7408).
2. No use shall be permitted on this property other than those uses approved, including Office uses, Major Auto Repair, Auto Sale (Non-Franchise Used) and Auto Body and Paint.
3. Any zoning, land use requirements and restrictions not contained within this Specific Use Permit ordinance shall conform to those requirements specified in the Light Industrial (LI) District as adopted and amended in the Unified Development Code (UDC). Where there is a conflict between the UDC and this ordinance, unless explicitly contained in this ordinance, the more restrictive shall prevail.
4. Any development of the property described herein shall adhere to the City Council approved Exhibit B - Site Plan.
5. The occupancy of the property shall be limited to one (1) tenant.
6. Outside repair and/or service of vehicles are prohibited on the property.
7. Salvaging vehicle parts of any kind is prohibited on the property.
8. The property shall not be used as an Inoperable Vehicle Holding Yard. A maximum of (2) two inoperable vehicles may be stored onsite at any one time. No inoperable vehicle is to remain on the property in excess of forty- eight (48) hours.
9. The use of public rights- of-way for parking, storage, or loading/unloading of a vehicle or vehicles, including those owned or otherwise controlled by a customer, employee, or the business owner or operator is hereby prohibited.
10. All development and use of the site shall meet minimum performance standards relating to noise, glare, smoke or particulate matter, odorous matter and vibration as specified in the Unified Development Code.
11. The business operator shall maintain a Service/ Repair Ledger of every vehicle brought in for service or repair. The ledger shall be kept on- site and shall be made available for immediate viewing upon request by Code Enforcement or Police Department personnel during inspections or investigations. The ledger shall contain the following minimum information of all vehicles on the property:
a. Vehicle Identification Number, Make, Model and Year.
b. Date the vehicle brought in for service or repair.
c. Vehicle owner' s name and contact information if the owner of the vehicle is not the business operator.
d. Type of service or repair needed.
e. Estimated time to complete service or repair.

SECTION 3. That, all development shall conform to the approved site plan.

1. This Specific Use Permit shall run with the land and therefore may be transferred from owner to owner; however, each new owner shall obtain a new Certificate of Occupancy.
2. The Certificate of Occupancy shall note the existence of this Specific Use Permit by its number and title.

SECTION 4. The Unified Development Code of the City of Grand Prairie, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

SECTION 5. A violation of this Ordinance is a misdemeanor punishable in accordance with Section 1-8 of the Code of Ordinances of the City of Grand Prairie, Texas. The penalty provided herein shall be cumulative of other remedies provided by State law, and the power of injunction as provided in Texas Local Government Code Section 54.016, as amended, may be exercised in enforcing this ordinance whether or not there has been a complaint filed.

SECTION 6. All ordinances or parts of ordinances in conflict herewith are specifically repealed.
SECTION 7. This ordinance shall be in full force and effect from and after its passage, approval, and publication.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, THIS THE 16TH OF APRIL 2024.

SPECIFIC USE PERMIT NO.
CASE NO. SUP-24-01-0003
ORDINANCE NO. \#-2024

# Exhibit A- Location Map Page 1 of 1 



Location

Street Center Line
Parcels


## CITY OF GRAND PRAIRIE ORDINANCE

MEETING DATE:

## REQUESTER:

PRESENTER:

## TITLE:

04/16/2024
Monica Espinoza
Savannah Ware, AICP, Chief City Planner
ZON-24-02-0005 - Zoning Change/Concept Plan - Southgate Mixed Use (City Council District 6). An amendment to PD-414A and PD322A; Zoning Change from Planned Development 322A for mixed-use to Planned Development 414A for Multi-Family, Townhome, Commercial and Office Uses on 3.31 acres, and amendment to certain development standards for PD-414A on 52.793 acres. Being a portion of Property ID 291248, J. Lawrence Survey, Abstract No. 616, and Property ID 242969, J. Lawrence Survey, Abstract No. 616 and Lots 13, 4R, 5 and 6, Block A, and Lot 1, Block B, Hanover Southgate Addition, City of Grand Prairie, Ellis County, Texas, zoned PD-414A and PD-322A, and generally located east of State Highway 360 and north of US Highway 287 (On April 08, 2024, the Planning and Zoning Commission recommended approval by a vote of 8-0)

John Carter, Hanover

RECOMMENDED ACTION: Approve

## SUMMARY:

An amendment to PD-414A and PD-322A; Zoning Change from Planned Development 322A for mixed-use to Planned Development 414A for Multi-family, Townhome, Commercial and Office Uses on 3.31 acres, and amendment to certain development standards for PD-414A on 52.793 acres. Being a portion of Property ID 291248, J. Lawrence Survey, Abstract No. 616, and Property ID 242969, J. Lawrence Survey, Abstract No. 616 and Lots 1-3, 4R, 5 and 6, Block A, and Lot 1, Block B, Hanover Southgate Addition, City of Grand Prairie, Ellis County, Texas, zoned PD-414A and PD-322A, and generally located east of State Highway 360 and north of US Highway 287.

## PURPOSE OF REQUEST:

The applicant intends to expand the Hanover Southgate development to incorporate an additional 3.13 acres and to update certain existing development standards. The applicant is proposing the same mix of uses in PD-414A for the additional acreage with amendments to certain development standards.

## ADJACENT LAND USES:

The following table summarizes the zoning designation and existing use for the surrounding properties.
Table 1. Adjacent Zoning and Land Uses

| Direction | Zoning | Existing Use |
| :--- | :--- | :--- |
| North | SH-360 | Highway |
| South | Agriculture, US HWY 287 | Undeveloped, Highway |
| West | SH-360, US HWY 287, City of Mansfield | Undeveloped, Highway |
| East | Agriculture, PD-322A, PD- 437, PD-399A | Undeveloped, School, Single-Family Residential |

## HISTORY:

- June 1, 2021: City Council approved PD-414 for Multi-family, Townhome, Commercial and Office Uses (Case Number Z201101/CP201101).
- January 2, 2022: City Council approved an amendment to PD-414 to add an additional 11.55 acres to the existing development (ZON-21-09-0007).


## PROPOSED USE CHARACTERISTICS AND FUNCTION:

The expanded development will include Multi-Family, Townhome, Commercial, and Office uses on approximately 56 acres. The proposed Concept Plan closely resembles the existing layout. The expansion tract is increasing the portion of the development designated for multi-family by approximately 2 acres and for townhomes by approximately 1 acre. However, the maximum density for both the townhomes and multi-family portion of the development remains the same. The additional acreage will allow for improvements in overall vehicular and pedestrian movement within the development by improving the access to Davis Road, connecting the multi-family development to the newly proposed street network, and increasing the amount of open space.

## CONFORMANCE WITH THE COMPREHENSIVE PLAN:

The proposal is for a horizontal mixed-use development and is consistent with the FLUM designation.

## ZONING REQUIREMENTS:

The base zoning for all parcels is to remain the same. The density and dimensional standards for the commercial/office and multi-family parcels will go unchanged from what was approved by City Council for PD-414A. The applicant has proposed an update to the required number of stories for the townhome standards as shown below. All other density and dimensional standards for the townhome parcels will remain the same.

Table 2. Zoning Comparison - Townhomes - Parcels 7 and 3D

| Standard | PD-414A | Proposed |
| :--- | :--- | :--- |
| Designation | SF-T | PD for SF-T |
| Maximum Density (DUA) | 13.2 | 13.2 |
| Minimum Living Area (Sq. Ft.) | 1,150 | 1,150 |


| Min. Lot Area (Sq. Ft.) | 1,200 | 1,200 |
| :--- | :--- | :--- |
| Min. Lot Width (Ft.) | 20 | 20 |
| Min. Lot Depth (Ft.) | 60 | 60 |
| Min. Front Setback (Ft.) | 5 | 5 |
| Min. Rear Setback (Ft.) | 5 | 5 |
| Min. Interior Side Setback (Ft.) | 0 (not attached) <br> 0 (attached) | 0 (not attached) <br> 0 (attached) |
| Min. Side on Street Setback (Ft.) | 10 | 10 |
| Min. Distance Between Detached <br> Buildings | 5 | 5 |
| Min. Distance to Garage Door | 20 | - |
| Max. Height (Ft.) | 35 (3 stories) | 35 (3 stories) |
| Min. Height (Parcel 3D) | 3 stories | 3 stories (Units facing Drive K or Drive L) <br> 2 stories (All other units) |
| Max Lot Coverage (\%) | 85 | 85 |

## VARIANCES:

The applicant is not requesting any variances.

## ANALYSIS:

The proposal is consistent with the FLUM and the Southgate 360 Corridor Plan. It largely adheres to what has previously been approved by City Council, with minor changes to existing parcels and roadways in order to incorporate the additional 3.13 acres into the existing development. The proposed changes allow for a less dense configuration of the multi-family buildings along with better vehicular movement and improved pedestrian connectivity. The proposed amendments to existing development standards are intended to give some flexibility to the site layouts for the various parcels as they go through site plan review. Staff believes the proposal is consistent with the intent of the original planned development and subsequent expansion.

## PUBLIC NOTICE:

Notice of this item was published in the Fort Worth Star Telegram and letters were provided to 17 surrounding properties meeting the distance requirements in the Unified Development Code. As of the writing of this staff memo, the following letters have been received:

In Support: None
In Opposition: None

## RECOMMENDATION:

- On April 08, 2024, the Planning and Zoning Commission recommended approval by a vote of 80.
- The Development Review Committee (DRC) recommends approval.

AN ORDINANCE AMENDING THE ZONING ORDINANCE AND MAP TO REZONE 56.1 ACRES OF LAND LOCATED IN THE B.F. HOWARD SURVEY, ABSTRACT NO. 513, THE SETH M. BLAIR SURVEY, ABSTRACT NO. 135, AND THE JOSEPH LAWRENCE SURVEY, ABSTRACT NO. 616, CITY OF GRAND PRAIRIE, ELLIS COUNTY, TEXAS FROM PLANNED DEVELOPMENT DISTRICT NO. 414A AND PLANNED DEVELOPMENT DISTRICT NO.322A TO PLANNED DEVELOPMENT DISTRICT NO. 414B FOR MULTI-FAMILY, TOWNHOME, COMMERCIAL, AND OFFICE USES; SAID ZONING MAP AND ORDINANCE BEING ORDINANCE NUMBER 11144 AND PASSED ON NOVEMBER 20, 1990, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; CONTAINING SAVINGS AND SEVERABILITY CLAUSES; AND TO BECOME EFFECTIVE UPON ITS PASSAGE AND APPROVAL

WHEREAS, the owners of the property described herein below filed application with the City of Grand Prairie, Texas, petitioning an amendment of the Zoning Ordinance and map of said city so as to rezone and reclassify said property from its classification of Planned Development District No. 414A and Planned Development District No. 322A to Planned Development District No. 414B for Multi-Family, Townhome, Commercial, and Office Uses; and

WHEREAS, the Planning and Zoning Commission of Grand Prairie, Texas, held a public hearing on said application on April 8, 2024, after written notice of such public hearing before the Planning and Zoning Commission on the proposed amendment had been sent to owners of real property lying within 300 feet of the property on which the change of classification is proposed, said Notice having been given not less than ten (10) days before the date set for hearing to all such owners who rendered their said property for City taxes as the ownership appears on the last approved City Tax Roll, and such Notice being served by depositing the same, properly addressed and postage paid, in the City Post Office; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Grand Prairie, Texas voted 8-0 to recommend approval to the City Council of Grand Prairie, Texas, of the request that the hereinafter described property be rezoned from its classification of Planned Development District No. 414 and Agriculture District to Planned Development District No. 414A for Multi-Family, Townhome, Commercial, and Office Uses; and

WHEREAS, Notice was given of a further public hearing to be held by the City Council of the City of Grand Prairie, Texas, in the City Hall Plaza Building at 6:30 o'clock P.M. on April 16, 2024, to consider the advisability of amending the Zoning Ordinance and Map as recommended by the Planning and Zoning Commission, and all citizens and parties at interest were notified that they would have an opportunity to be heard, such Notice of the time and place of such hearing having been given at least fifteen (15) days prior to such hearing by publication in the Fort Worth Star Telegram, Grand Prairie, Texas, a newspaper of general circulation in such municipality; and

WHEREAS, all citizens and parties at interest have been given an opportunity to be heard on all the matter of the proposed rezoning and the City Council of the City of Grand Prairie, Texas, being informed as to the location and nature of the use proposed on said property, as well as, the nature and usability of surrounding property, have found and determined that the property in question, as well as, other property within the city limits of the City of Grand Prairie, Texas, has changed in character since the enactment of the original Zoning Ordinance from its classification of Planned Development District No. 414A and Planned Development

District No. 322A to Planned Development District No. 414B for Multi-Family, Townhome, Commercial, and Office Uses; and, by reason of changed conditions, does consider and find that this amendatory Ordinance should be enacted since its provisions are in the public interest and will promote the health, safety and welfare of the community.

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

SECTION 1. Ordinance Number 4779, being the Zoning Ordinance and Map of the City of Grand Prairie, Texas, showing the locations and boundaries of certain districts, and said Zoning Ordinance and Map having been made a part of an Ordinance entitled:
"THE UNIFIED DEVELOPMENT CODE OF THE CITY OF GRAND PRAIRIE, TEXAS, AS PASSED AND APPROVED BY THE CITY COUNCIL ON THE 20TH DAY OF NOVEMBER, 1990, TOGETHER WITH ALL AMENDMENTS THERETO AND ENACTING A REVISED ORDINANCE ESTABLISHING AND PROVIDING FOR ZONING REGULATIONS; CREATING USE DISTRICTS IN ACCORDANCE WITH A COMPREHENSIVE PLAN..."
and passed and approved November 20, 1990, as amended, is hereby further amended so as to rezone from its classification of Agriculture District to a Planned Development District for Multi-Family, Townhome, Commercial, and Office Uses; as described and depicted in Exhibit A - Boundary Description and Exhibit B - Location Map.

SECTION 2. The intent of the existing zoning on this property was to create a mixed-use development that provides Commercial/Office land uses at 360 \& Davis with access off Highways 287 \& 360. The central portion of the property is fragmented with multiple gas pipelines and an overhead power line easement. This area is appropriate for multi-family residential uses that can be integrated with the proposed commercial and office uses to the north and transitional single family townhome residential uses to the east and south. The southern portion of the land includes Single Family townhomes that serve as a transitional land use from the Multi-Family while incorporating the gas pipelines, future detention pond(s) and utility easements into the site planning of the neighborhoods. The land Northeast of Davis includes Commercial uses along the Davis Road frontage with Multi-Family uses behind the commercial. To help provide an appropriate land use transition between the Multi-Family and non-residential (private school site to the North and East) uses as well as to provide better connectivity in the middle of the property, a central common green area serves as a public space that offers amenity programming and serves as a destination for residents and guest of the residential and commercial/office uses. Office land uses have been incentivized to develop in an urban manner with no limitations on FAR or building height. The additional 3.13 acres will provide the project with more Davis Road frontage and allow a better integrated site design between the Multi-Family and Townhome uses on the eastern portion of the property. The location of specified land uses shall conform to those land use boundaries depicted on the attached Exhibits "C" and "F" incorporated herein by reference.

SECTION 3. The following development standards shall apply to all development within this district.
A. APPLICABILITY

1. All development on land located within the boundaries of this Planned Development District shall adhere to the rules and regulations set forth in these Planned Development District Standards.
2. Except as provided, these Planned Development District Standards govern development within this Property. In the event of any conflict or inconsistency between these Planned Development District Standards and the applicable City regulations, the terms and provisions of these Planned Development District Standards shall control. In the event of any conflict between the text of the Planned Development District Standards and the concept plan, the concept plan shall control.

## B. GENERAL

1. Development of the subject property shall be in accordance with and conform to the City of Grand Prairie Unified Development Code (UDC) unless otherwise specified herein.

## C. CONCEPT PLAN

1. Development shall be in substantial conformance with the zoning exhibit and District Plan contained in Exhibit C of this ordinance, as determined by the Planning Director or his designee.
2. A Concept Plan has been included, Exhibit F, to delineate a potential building and driveway layout for the Commercial/Office and Multi-Family tracts. The Concept Plan is conceptual in nature and intended to be illustrative of the standards herein. Detailed Site Plans will be submitted as required in the UDC, in subsequent applications as parcels are developed.
3. Approval of a Detailed Site Plan shall be required with the final plat for each phase to ensure compliance with the standards of the Planned Development. If the Detailed Site Plan is shown to comply with the standards and requirements of the PD, approval by the Planning and Zoning Commission and City Council shall be non-discretionary and no public hearing shall be required.
4. To allow additional integration between the Multi-Family and Townhome Parcels 3C and 3D, the boundaries of these districts may be adjusted so long as the Multi-Family acreage is not increased more than what is shown on Exhibit C.

## D. DEFINITIONS

1. Zoning Exhibit: means the geographic plan for the Property that establishes and delineates the boundaries as well as the land use sub-districts for this Planned Development District. Exhibit C - District Plan, serves as the Zoning Exhibit.

## E. LAND USES

1. Base Zoning Districts (Refer to Exhibit C for location and designation of districts)
a. Commercial/Office District: Development in the Commercial/Office District will include office, and commercial uses. All development in the Commercial/Office District shall comply with the provisions for the General Retail (GR) District in the UDC, as amended.
b. Multi-Family District: Multi-family development shall comply with the provisions for Multi-Family Three (MF-3) District and Appendix W in the UDC, as amended.
c. Common Space District: Development within this area will include usable open space amenities. All development in the Common Space District shall comply with the provisions for the General Retail (GR) District in the UDC, as amended.
d. Townhome District: Development within this area shall comply with the provisions for SF-Townhouse (SF-TH) District in the UDC, as amended.
2. Permitted Uses
a. Commercial/Office District: The uses in the Commercial/Office District shall be those uses provided for General Retail (GR) in the UDC, as amended.
b. Multi-Family District: The uses in the Multi-Family District shall be those uses provided for Multi-Family Three (MF-3) District in the UDC, as amended. The uses for the ground floor commercial component are those uses allowed in the General Retail (GR) District in the UDC, as amended.
c. Common Space District: The uses in the Common Space District shall only be the following uses:
3. Park
4. Accessory Building/Structure
5. Temporary Special Events
d. Townhome District: The uses in the Townhome District shall be those uses provided for SF-Townhouse (SF-TH) in the UDC, as amended.

## F. PROJECT WIDE STANDARDS

1. Street Design: Drives A, B, C, D, E, F, G, Alternative G, H and Alternative H, J, K, and L may not be gated and must remain open and accessible to the public. The surface parking lots on Parcel 3C and 6 must be fenced in and gated with access to residents and guests.

## Drives B, C, D (depicted below)

a. These drives are adjacent to the Commercial/Office, Common Space and Multi-Family districts where the streetscape is most important to provide parking and a strong pedestrian experience.
b. Includes $24^{\prime}$ wide travel lanes (or City approved alternative) with angled parking on both sides. Building setbacks will vary per Exhibit D.
c. A 4 " minimum caliper street tree must be provided at a ratio of at least 1 tree per 50 linear feet of road on each side of the street. The location of the trees is flexible so long as this ratio is met along the entire drive. The trees may be located in the pedestrian zone or within islands in the angled parking areas.


## Drive A, Drive E (west of Drive B), Drive F (not depicted), and Drive M

a. These drives will follow the city standard commercial driveway design requirements and dimensions. These drives may or may not have parking on the side(s). Portions of Drive A, B \& F are within TxDOT ROW and will be coordinated with TxDOT review.

## Drive E (East of Drive B), Drives G (and G Alternative), H (And H Alternative), Drive J, Drive

 K, and Drive La. These drives connect the Commercial/Office Tracts, the Townhome Tracts, and the Multi-Family tracts and serve as internal circulation through the Multi-Family Tracts.
b. Includes $24^{\prime}$ wide travel lanes (or City approved alternative) with intermitted (parallel, angled, or perpendicular) parking on one or both sides. Building setbacks will vary per Exhibit D.
c. A 4 " minimum caliper street tree must be provided at a ratio of at least 1 tree per 150 linear feet of road on each side of the street. The location of the trees is flexible so long as this ratio is met along the entire drive. The trees may be located in the pedestrian zone or within islands in the angled parking areas. Any street trees located within the

Buffer areas delineated on exhibit E will count towards the street tree and buffer tree requirements.


## Drives G (and G Alternative), H (and H Alternative)

The locations of Drive G and Drive H are flexible and will be finalized at the time of Site Plan approval.
a. The Multi Family tract north of the gas pipeline must provide at least 1 drive to link Drive E and Davis Road. The location may be anywhere on the Multi-Family tract and are not restricted to the 2 locations shown on Exhibit F.
b. The Multi Family tract south of the gas pipeline must provide at least 1 drive to link Drive E and Davis Road. The location may be anywhere on the Multi-Family tract and are not restricted to the 2 locations shown on Exhibit F.

## Streets in Townhome District

All streets in the Townhome District will follow either:
a. The standards for streets $\mathrm{J}, \mathrm{K}$ and L listed above or,
b. The City of Grand Prairie Neighborhood Street Design standards unless otherwise amended in this document.

Additionally, units may face onto a:
a. Units may face onto a green space, "muse" or common area. When units do not face onto a street they must have garage access from a street with a minimum 24' fire lane in the rear.
b. Units may face onto a street with garage access in a rear alley with an alley that meets UDC requirements.

## 2. Open Space \& Trails

a. To provide connectivity between the Commercial/Office tracts, the Multi-Family, the Townhome tract and the surrounding development, a minimum 6 ft . concrete public trail must be constructed at the time of development of the particular parcel upon which the trail is located within the Davis Buffer and Project Perimeter Buffer areas (Refer to Exhibit E: Trails and Open Spaces). The trail may meander into the Davis Road right-of-way.
b. Davis Buffer: A minimum 20 ft wide landscape buffer must be provided. The open space must be available to the public and not within a gated or controlled access point. Fences delineating residential porch patios for the Multi-family units may encroach no more than five ( $5^{\prime}$ ) feet into the landscape buffer. A canopy tree at least 4 " in caliper is required at a spacing of 1 tree every 100 linear feet of the corridor. These trees are outside of the Davis ROW and will be installed at the time of the adjacent commercial and/or multi-family development. Any street trees within Davis Road (which will be determined within the final design of Davis Road) will be in addition to the Davis Buffer trees. Exact location of canopy trees is flexible so long as the total amount of trees is satisfied along the street.
c. Project Perimeter Buffer: A minimum 10 ft wide landscape buffer must be provided. The open space must be available to the public and not within a gated or controlled access point. A canopy tree at least 4 " in caliper is required at a spacing of 1 tree every 150 linear feet of the corridor. Exact location of canopy trees is flexible and may be located outside of the 10 ' buffer area so long as its within 25 ft of the property boundary and located between a building or drive and the property boundary.
d. Townhome Open Space: The areas indicated on Exhibit E - Trails and Open Space comprise of two different areas:

1. Within the parcel 3 D , the area along the northeastern property boundary and west of the Overhead Electric lines (labeled as minimum 8' width on Exhibit E) will require a minimum 8 ft . landscape buffer and a minimum 5 ft . concrete trail shall be provided within the buffer. No fencing or screening wall are required.
2. The areas internal to Parcel 3D extending from Drives K \& L (labeled Minimum 20' width on Exhibit E) will require an open space tract at least twenty (20) ft. in width. Within the open space area a minimum five (5) ft . wide concrete trail must be provided connecting the trail along the Northeastern property boundary and Drive L. Within the open space, a canopy tree at least 4 " in caliper is required at a spacing of 1 tree every 150 linear feet of corridor. The exact location of the canopy tree is flexible so long as the amount of trees planted
within the area meets or exceeds the 1 tree per 150 ft . ratio. No fencing or Screening wall are required.
3. Community Thematic Design Elements
a. Although the project will be a mixture of uses the development entries and hardscape/landscape design of the open spaces and perimeter treatments will be constructed in a compatible family of materials and design elements. Exhibit H includes conceptual designs of the public hardscape and landscape.
b. Development Entries: The project must include Development Entries, similar in designs depicted in Exhibit G, at the 2 locations for Development Entry Features as indicated on Exhibit F (at 360 \& the Driveway Access and at Davis \& 360 along the northern portion of the property).
c. A third Development entry compatible with the style and designs to those delineated in Exhibit G must be located along the southern portion of the parcel 7 (refer to Exhibit C). The final location will be determined at the Preliminary Plat.
d. A development monument feature must be located at the southeast corner of Davis Road and Drive J. The entry feature must be compatible with the style and design of the other development entry features but may be scaled to be more pedestrian in nature.

## 4. Parking

a. All off-street parking requirements will follow the UDC, as amended with the following exceptions:

1. Shared parking is allowed between the uses within Parcels $2,4,5 \& 6$. Shared parking is allowed between the uses within Parcels 3A, 3B, 3C, and 3D.
2. Parking provided on any of the Drives depicted on Exhibit C may count toward the required off-street parking for any uses.
3. Each use must provide the minimum parking required per the UDC standards.
4. Multi-family parking requirements are:
a. 1 space per each one (1) bedroom unit
b. 2 spaces per each unit containing two (2) bedrooms or more.

## G. COMMERCIAL/OFFICE STANDARDS

1. Density \& Dimensional Standards
a. Development within the Commercial/Office District shall comply with the development standards for the General Retail (GR) District, as set forth in the UDC, as amended except for those provisions explicitly contained in this Ordinance. Refer to Exhibit D.
2. Perimeter Screening
a. All screening will follow the UDC except for the following:
3. Parcel 2: No screening or buffering is required along Drive B. The buildings are intended to face onto Drive B so no screening wall, fencing or planting is required other than any street tree requirements included in this document. Dumpsters must be located behind the building and not visible from Drive B. Dumpsters must still be screened individually in this area.
4. Parcel 5: No screening or buffering is required along Drive B, Drive C or Drive D. The buildings are intended to face onto these drives so no screening wall, fencing or planting is required other than any street tree requirements included in this document. Dumpsters or trash enclosures must still be screened behind a wall at least 6 ft in height matching the building design.
5. Parcels 3A and 3B: No screening is required along Drive J or Drive M. No Screening wall, fencing or planting is required other than any street trees requirements included in this document. Dumpsters or trash enclosures must still be screened behind a wall at least 6 ft . in height matching the building design.
6. The Commercial/Office parcel boundaries and associated acreages as shown Exhibits C \& D are conceptual in nature and may move to accommodate a specific use within the parcel(s).

## H. COMMON SPACE STANDARDS

1. Density \& Dimensional Standards
a. Building Setbacks are 10 ft . from any adjacent ROW and 10 ft from the back of any adjacent drive (if not located in a ROW).
2. Design Requirements within the Common Green
a. At least 2 of the following items must be provided:
3. Two types of seating,
4. Active water feature such as a fountain, waterfall, or children's water-spray area,
5. Furnished play area or outdoor game area
6. Sculpture or artwork, furnished outdoor game area,
7. A comparable amenity proposed by the developer.
b. At least three of the following amenities:
8. Seasonal plantings in decorative planters,
9. Textured paving,
10. Living wall,
11. Decorative street or pedestrian lighting,
12. Electrical hook-up to allow programming,
13. A comparable amenity proposed by the developer.
c. Pedestrian Lighting
d. Pedestrian walkways connecting to the adjacent Multi-Family and Commercial/Office sidewalks
e. In addition to the street trees required in this document, additional street trees must be provided at a ratio of 1 tree per 50 linear feet of drives/ROW along all 4 sides of the Common Space. The trees may be planted anywhere within the Common Space.
f. At least $5 \%$ of the impervious area within the Common Space must include: native or ornamental grasses and/or shrubs.
14. Perimeter Screening
a. To provide an open view into the Common Space, no screening is required.

## I. MULTI-FAMILY STANDARDS

1. Density \& Dimensional Standards
a. Development within the Multi-Family District shall comply with the development standards for the Multi-Family Three (MF-3) Residential District, and Appendix W, as set forth in the UDC, as amended except for those provisions explicitly contained in this Ordinance. Refer to Exhibit D.
b. The shape, location, and boundaries of Parcels 3C and 3D may vary so long as the amount of multi-family acreage does not exceed 9.74 acres.
2. Commercial Uses Required:
a. $5,000 \mathrm{sq}$. ft . of commercial or office uses must be provided in the ground floor of the Multi-Family building facing Street D and/or Davis Road. The leasing center for the Multi-Family building may count towards this $5,000 \mathrm{sq}$. ft. requirement. Refer to Exhibit F: Conceptual Site Plan for general location, the final location can fluctuate so long as its facing Street D and/or Davis Road.
b. Five thousand $(5,000)$ s.f. of commercial or office uses must be provided in the ground floor of the Multi-Family building facing Drive J, Drive K and/or Davis Road. The leasing center for the Multi-Family building may count towards this 5,000 s.f. requirement. Refer to Exhibit F: Conceptual Site Plan for general location, the final location can fluctuate so long as its facing Drive J, Drive K and/or Davis Road.
3. Perimeter Screening
a. Multi-Family buildings will be located within close proximity to an adjacent street Right of Way or an internal driveway. The buildings will face onto these streets/drives and the buildings will serve as the screening/fence. Any off-street surface parking lots behind the buildings must be fenced with an ornamental metal fence at least 6 ft in
height with a masonry column at the end of each fence (where the fence ends) and additional column(s) to provide at least 1 column for every 100 linear feet of fence.
b. Residential units within the Multi-Family District may have a decorative metal fence at least 4 ft . in height around the patios or open spaces for individual ground floor units.
c. No screening or fencing is required between the Multi-Family and Townhome Districts.
4. Ground Floor Units within Parcel 3C
a. Ground floor units along Drive $\mathrm{L}, \mathrm{K}$, and J shall be walk-up units with walk-out access and include design elements such as individual porches, awnings or canopies, plantings, and pedestrian lighting.

## J. TOWNHOME STANDARDS

1. Townhomes shall have brownstone architecture and design.
2. Dimensional Standards: The following Dimensional Standards shall apply to the Townhome District:
a. Maximum Density: $13.2 \mathrm{du} / \mathrm{ac}$
b. Minimum Living Area:

1,150 s.f.
c. Minimum Lot Area
d. Minimum Lot Width
e. Minimum Lot Depth

1,200 s.f.
f. Minimum Front Setback

20 ft .
g. Minimum Rear Setback
h. Minimum Side Setback
i. Minimum Distance Between Detached Buildings

60 ft .
j. Minimum Side Setback To Street, Alley or Drive (Corner Setback)

5 ft .
5 ft .
none
5 ft .

10 Ft .
k. Maximum Height

3 stories or $45^{\prime}$

1. Minimum Height (Parcel 3D)
2. Units facing Drive K or Drive L 3 stories
3. All other units

2 stories
85\%

## 3. Additional Townhome Design Standards

a. Porches and/or pergolas may be located in the front, side, or rear yard setback and do not count towards the Maximum Lot Coverage.
b. All Townhomes must have at least two garage parking spaces directly accessible to the main housing unit.
c. All Townhomes must have the garages in the rear. Garages may not be in the front of the home.
d. All Townhomes must front onto a Street, Drive, or Open Space.
e. Fences may be located in the front yard and shall be a maximum of four feet in height.
f. Townhomes must be designed with a Brownstone style, refer to Exhibit H for representative imagery. The final design may vary but the units must have a demarcation between the building and the public street including stairs, stoops, or front yards with fences.
g. The shape, location and boundaries of the Townhome Parcel 3D may vary so long as the Multi-Family acreage is not increased and the Commercial acreages of Parcels 3A and 3 B are not decreased.

## 4. Perimeter Screening

a. The portion of the Townhome District that abuts Davis Road or Highway 287 must provide a perimeter fence as the Type 1 per UDC or as an alternative: an ornamental metal fence at least 6 ft in height with a masonry column at least 1 column for every 100 linear feet of fence.
b. No screening or fencing is required between the Multi-Family and Townhome Districts or within the pipeline or overhead electric easements.
c. A perimeter fence along the property boundary of Parcel 3D, as indicated on Exhibit I is optional. The fence may be an ornamental metal fence, masonry wall, or board to board wood fence.

## A. EXHIBITS

I. Exhibit A - Boundary Description, Exhibit B - Location Map, Exhibit C - District Plan, Exhibit D- Density and Dimensional Tables, Exhibit E-Trails and Open Space, Exhibit F Concept Plan, Exhibit G - Community Thematic Design Elements, Exhibit H - Brownstone Architectural Examples, and Exhibit I - Screening are attached hereto and incorporated for all purposes.

SECTION 4. A Site Plan shall be reviewed and approved by the City Council prior to the issuance of any building permits.

SECTION 5. It is further provided, that in case a section, clause, sentence, or part of this Ordinance shall be deemed or adjudged by a Court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.

SECTION 6. All ordinances or parts of ordinances in conflict herewith are specifically repealed.
SECTION 7. The terms and provisions of this Ordinance are severable and are governed by Section 1-4 of the Code of Ordinances of the City of Grand Prairie, Texas.

SECTION 8. This Ordinance shall be in full force and effect from and after its passage and approval.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, THIS THE 16TH DAY OF APRIL 2024.

Ordinance No. \#-2024
Zoning Case No. ZON-24-02-0005

Planned Development No. 414B

Page 16 of 16

BEING a tract of land out of the B.F. Howard Survey, Abstract Number 513 and the Seth M. Blair Survey, Abstract Number 135, in Ellis County, Texas, and being a portion of a tract called the "First Tract" under Exhibit "A-2" together with a portion of the 9th tract of land under said Exhibit "A-2" described by deed to Eagle Ford Land Partners, L.P. as recorded under Volume 1454, Page 582, Deed Records, Ellis County, Texas, (D.R.E.C.T.), the subject tract being more particularly described by metes and bounds as follows (bearings are based on State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83)):

BEGINNING at an aluminum Texas Department of Transportation monument (hereinafter called "TXDOT") found for the south corner of the herein described tract, same being the southernmost east corner "Parcel 11 - Part 1" as described by deed to the State of Texas as recorded under Volume 849, Page 855 and Volume 849, Page 843, (D.R.E.C.T.), said point being the beginning of a non-tangent curve to the right, having a radius of $5,477.82$ feet, with a delta angle of 07 degrees 15 minutes 33 seconds, whose chord bears North 47 degrees 21 minutes 34 seconds West, a distance of 693.55 feet;

THENCE with the northeasterly line of said State of Texas tract, the following calls:

1. Along said curve to the right, an arc length of 694.01 feet to a $1 / 2$ inch rebar found;
2. North 43 degrees 41 minutes 08 seconds West, a distance of $1,271.51$ feet to a $1 / 2$ inch rebar found at the beginning of a tangent-curve to the right, having a radius of $2,087.84$ feet, with a delta angle of 47 degrees 09 minutes 49 seconds, whose chord bears North 20 degrees 07 minutes 07 seconds West, a distance of 1,670.51 feet;
3. Along said curve to the right, an arc length of $1,718.62$ feet to a brass TXDOT monument found;
4. North 01 degrees 48 minutes 47 seconds East, a distance of 71.15 feet to a $1 / 2$ inch rebar with pink cap stamped, "BARTON CHAPA" set (hereinafter called "capped rebar set");
5. North 69 degrees 56 minutes 40 seconds East, a distance of 50.16 feet to a brass TXDOT monument found;
6. North 06 degrees 08 minutes 31 seconds East, a distance of 63.09 feet to an " $X$ " cut in concrete for the northernmost southeast corner of said State of Texas tract, same being the northeast line of said Eagle Ford tract;

THENCE South 29 degrees 29 minutes 21 seconds East, with the northeast line of said Eagle Ford tract, a distance of 588.17 feet to a $1 / 2$ inch rebar found;

THENCE through the interior of said Eagle Ford tract, the following calls:

1. South 59 degrees 01 minutes 35 seconds West, a distance of 69.94 feet to a $1 / 2$ inch rebar found;
2. South 29 degrees 32 minutes 39 seconds East, a distance of 63.59 feet to a $1 / 2$ inch rebar found;

$$
\begin{gathered}
\text { Exhibit A - Boundary Description } \\
\text { Page } 2 \text { of } 4
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$$

3. North 57 degrees 43 minutes 03 seconds East, a distance of 69.94 feet to a $5 / 8$ inch rebar with cap stamped, "KHA" found for a re-entrant corner of said Eagle Ford tract

THENCE North 59 degrees 17 minutes 37 seconds East, with the easternmost north line of said Eagle Ford tract, a distance of 286.11 feet to a capped rebar set;

THENCE South 29 degrees 37 minutes 00 seconds East, with the southernmost northeast line of said Eagle Ford tract, a distance of $2,905.81$ feet to a $1 / 2$ inch rebar found for the north corner of a tract of land described by deed to Joe Bowers and Jeff Hansen as recorded under Volume 2399, Page 2279, (D.R.E.C.T.);

THENCE South 30 degrees 57 minutes 38 seconds West, with the northwest line of said Bowers/Hansen tract, a distance of 189.84 feet to the POINT OF BEGINNING and enclosing 40.795 acres ( $1,777,030$ square feet) of land, more or less

## "LEGAL DESCRIPTION FOR 12 ACRES "EXPANSION TRACT"

BEING AN 11.998 ACRE TRACT OF LAND SITUATED IN THE SETH M. BLAIR SURVEY, ABSTRACT NO. 135, THE B.F. HOWARD SURVEY, ABSTRACT NO. 513 AND THE JOSEPH LAWRENCE SURVEY, ABSTRACT NO. 616, CITY OF GRAND PRAIRIE, ELLIS COUNTY, TEXAS, AND BEING PART OF A 91.531 ACRE TRACT OF LAND, CONVEYED TO NEHEMIAH PARTNERS, L.P. BY WARRANTY DEED AS RECORDED IN VOLUME 1161, PAGE 104, OFFICIAL PUBLIC RECORDS, ELLIS COUNTY, TEXAS. SAID 11.998 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE (4202); NAD83 (2011) EPOCH 2010, DETERMINED BY GPS OBSERVATIONS FROM DENTON CORS ARP (PID-DF8986) AND ARLINGTON RRP2 CORS (PID-DF5387) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR THE MOST WESTERLY CORNER OF SAID 91.531 ACRE TRACT, SAID POINT LYING IN DAVIS DRIVE (A VARIABLE WIDTH PRESCRIPTIVE RIGHT-OF-WAY) AND BEING THE COMMON SOUTH CORNER OF A CALLED 0.71 ACRE TRACT OF LAND CONVEYED BY DEED TO KAREN BETH CRAMER RECORDED IN COUNTY CLERK'S INSTRUMENT NO. 1704458, OFFICIAL PUBLIC RECORDS, ELLIS COUNTY, TEXAS, FROM WHICH A 5/8" IRON ROD FOUND FOR WITNESS BEARS NORTH 59 DEGREES 34 MINUTES 58 SECONDS EAST A DISTANCE OF 33.25 FEET;

THENCE, NORTH 59 DEGREES 34 MINUTES 58 SECONDS EAST, ALONG THE COMMON NORTHWEST LINE OF SAID 91.531 ACRE TRACT AND THE SOUTHEAST LINE OF SAID 0.71 ACRE TRACT, PASSING AT A DISTANCE OF 199.60 FEET AN EXTERIOR ELL CORNER OF A 52.43 ACRE TRACT OF LAND CONVEYED TO TEXDEVCO GP, LLC, BY SPECIAL WARRANTY DEED, RECORDED IN COUNTY CLERK'S INSTRUMENT NO. 1900187 AND CONTINUING IN ALL A TOTAL DISTANCE OF 830.00 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "BROOKS AND BAKER" FOUND FOR AN INTERIOR ELL CORNER OF SAID 52.43 ACRE TRACT;

| Exhibit A - Boundary Description |
| :---: |
| Page 3 of 4 |

## "LEGAL DESCRIPTION FOR 3.13 ACRES "EXPANSION TRACT"

BEING A 3.135 ACRE TRACT OF LAND SITUATED IN THE JOSEPH LAWRENCE SURVEY, ABSTRACT NO. 616, CITY OF GRAND PRAIRIE, ELLIS COUNTY, TEXAS, AND BEING PART OF A 52.43 ACRE TRACT OF LAND, CONVEYED TO TEXDEVCO GP LLC. BY SPECIAL WARRANTY DEED AS RECORDED IN COUNTY CLERK'S FILE NO. 1900187, OFFICIAL PUBLIC RECORDS, ELLIS COUNTY, TEXAS. SAID 3.135 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE (4202); NAD83 (2011) EPOCH 2010, DETERMINED BY GPS OBSERVATIONS FROM DENTON CORS ARP (PID-DF8986) AND ARLINGTON RRP2 CORS (PID-DF5387) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" FOUND FOR THE SOUTHEAST CORNER OF A 24.5100 ACRE TRACT OF LAND CONVEYED TO INTERNATIONAL LEADERSHIP OF TEXAS, INC BY GENERAL WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2155156, OFFICIAL PUBLIC RECORDS, ELLIS COUNTY, TEXAS AND BEING ON THE EAST LINE OF SAID 52.43 ACRE TEXDEVCO GP LLC TRACT AND ON THE WEST RIGHT-OF-WAY LINE OF HERITAGE PARKWAY (A 50' RIGHT-OF -WAY) AS DEDICATED BY FINAL PLAT OF GREENWAY TRAILS, PHASE 5, AN ADDITION TO THE CITY OF GRAND PRAIRIE ACCORDING TO THE PLAT THEREOF RECORDED IN COUNTY CLERK'S FILE NO. 2122139, OFFICIAL PUBLIC RECORDS, ELLIS COUNTY, TEXAS, SAID POINT BEING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07 DEGREES 27 MINUTES 31 SECONDS, A RADIUS OF 1050.61 FEET AND A LONG CHORD THAT BEARS SOUTH 14 DEGREES 03 MINUTES 02 SECONDS EAST, A DISTANCE OF 136.67 FEET.

THENCE, ALONG SAID CURVE TO THE LEFT AND THE COMMON SAID EAST LINE OF 52.43 ACRE TEXDEVCO GP LLC TRACT AND THE SAID WEST RIGHT-OF-WAY OF HERITAGE PARKWAY, AN ARC DISTANCE OF 136.77 FEET TO A $5 / 8$ INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA" SET FOR CORNER, IN THE PROPOSED NORTH RIGHT-OFWAY OF DAVIS ROAD (PROPOSED 100' RIGHT-OF-WAY)

THENCE, OVER AND ACROSS SAID 52.43 ACRE TEXDEVCO GP LLC TRACT AND ALONG SAID PROPOSED NORTH LINE OF DAVIS ROAD, THE FOLLOWING COURSES AND DISTANCE:

SOUTH 64 DEGREES 23 MINUTES 20 SECONDS WEST, A DISTANCE OF 171.34 FEET TO A $5 / 8$ INCH IRON
ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING
OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 45 DEGREES 13 MINUTES 56
SECONDS, A RADIUS OF 850.00 FEET AND A LONG CHORD THAT BEARS SOUTH 87 DEGREES 00
MINUTES 18 SECONDS WEST, A DISTANCE OF 653.74 FEET;
ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 671.03 FEET TO A MAG NAIL WITH WASHER STAMPED "LJA SURVEYING" SET FOR CORNER, SAID POINT BEING ON THE COMMON

NORTHWEST LINE OF SAID 52.43 ACRE TEXDEVCO GP LLC TRACT AND THE SOUTHEAST LINE OF AN
11.998 ACRE TRACT OF LAND CONVEYED TO KNOX STREET PARTNERS NO 30 LTD BY SPECIAL
WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NO. 2202464, OFFICIAL PUBLIC RECORDS, ELLIS
COUNTY, TEXAS;
THENCE, NORTH 64 DEGREES 37 MINUTES 34 SECONDS EAST, ALONG SAID COMMON LINE, PASSING AT A DISTANCE OF 20.70 FEET A $5 / 8$ INCH IRON ROD FOUND FOR WITNESS AND CONTINUING IN ALL A TOTAL DISTANCE OF 546.73 FEET TO A 5/8 INCH IRON ROD FOUND FOR AN INTERIOR ELL CORNER OF SAID 52.43 ACRE TRACT, THE COMMON EAST CORNER OF SAID 11.998 ACRE KNOX STREET PARTNERS NO 30 LTD TRACT AND THE COMMON SOUTHEAST CORNER OF AFORESAID 24.5100 ACRE INTERNATIONAL LEADERSHIP OF TEXAS, INC TRACT;

THENCE, NORTH 88 DEGREES 40 MINUTES 06 SECONDS EAST, OVER AND ACROSS SAID 52.43 ACRE TEXDEVCO GP LLC TRACT AND ALONG THE SOUTH LINE OF SAID 24.5100 ACRE INTERNATIONAL LEADERSHIP OF TEXAS, INC TRACT, A DISTANCE OF 280.26 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 3.135 ACRES OR 136,577 SQUARE FEET OF LAND, MORE OR LESS.

# Exhibit B - Location Map Page 1 of 1 




DENSITY AND DIMENSIONAL REQUIREMENTS FOR COMMERCIAL/OFFICE DISTRICTS

| ZONING DISTRICTS |  | COMMERCIAL/OFFICE DISTRICT STANDARDS FOR THIS PD ORDINANCE <br> FOR PARCELS 2, 3B \& 5 AS DELINEATED ON EXHIBIT C | COMMERCIAL/OFFICE DISTRICT STANDARDS FOR THIS PD ORDINANCE <br> FOR ALL OTHER PARCELS |
| :---: | :---: | :---: | :---: |
|  | $\begin{aligned} & \hline \text { AREA } \\ & \text { (SQ. FT.) } \end{aligned}$ | 5,000 | 5,000 |
|  | WIDTH ${ }^{1}$ | 50 | 50 |
|  | DEPTH ${ }^{2}$ | NONE | 100 |
|  | FRONT <br> (ALL OTHER STREETS/DRIVES) | $25^{1}$ |  |
|  | FRONTAGES ALONG: <br> DRIVE B <br> DRIVE C <br> DRIVE D <br> DRIVE E <br> DRIVE J | BUILDING MUST BE SETBACK BETWEEN 15 FT. AND 35 FT. FROM BACK OF CURB OF DRIVEWAY | $25^{1}$ |
|  | REAR | 25 | 0 |
|  | REAR ADJACENT RESIDENTIAL | N/A | 20 |
|  | SIDE ${ }^{2}$ | 10 | 10 |
|  | SIDE ADJACENT RESIDENTIAL ${ }^{2}$ | 15 | 15 |
|  | BETWEEN BUILDINGS | 0 | 0 |
| MAXIMUM HEIGHT |  | 25 (NO MAXIMUM IF USE IS OFFICE) | 25 (NO MAXIMUM IF USE IS OFFICE) |
| MAXIMUM FLOOR AREA RATIO (FAR) |  | $\stackrel{.35: 1}{(\text { NO MAXIMUM IF USE IS OFFICE) }}$ | $.35: 1$ (NO MAXIMUM IF USE IS OFFICE) |
| MINIMUM REQUIRED LANDSCAPING (IN \%) |  | 5\% | 5\% |

## Notes:

1: Corner lots adjacent to an arterial shall have a minimum of 175 ft . of frontage on that arterial. Corner lots adjacent to major arterials with a free right turn lane may not have a driveway within 300 ft . of the intersection. An exception to these requirements may be granted at the time of platting if no drives are located on the property within those parameters.
2: When a property is adjacent to one or more streets all setbacks adjacent to a street are considered to be front yard setbacks.
3: See Appendix X Landscaping Requirements
4: Percentage of undeveloped area (Article 8; Section 5.2).

DENSITY AND DIMENSIONAL REQUIREMENTS FOR MULTI-FAMILY DISTRICT

|  | ZONING DISTRICTS | MULTI-FAMILY DISTRICT STANDARDS FOR THIS PD ORDINANCE |
| :---: | :---: | :---: |
| MAXIMUM DENSITY (GROSS) |  | 32 DU/AC, MAY INCREASE TO 35 DU/AC WITH APPENDIX W UDC STANDARDS |
| MINIMUM LIVING AREA (SQ. FT.) ${ }^{2}$ |  | PER MF-3 \& APPENDIX W UDC STANDARDS |
| MAXIMUM SINGLE-BED UNITS (IN \%) |  | 70\% |
|  | $\begin{aligned} & \text { AREA } \\ & \text { (SQ. FT.) } \end{aligned}$ | PER MF-3 \& APPENDIX W UDC STANDARDS |
|  | WIDTH | PER MF-3 \& APPENDIX W UDC STANDARDS |
|  | DEPTH | PER MF-3 \& APPENDIX W UDC STANDARDS |
|  | FRONT | PER MF-3 \& APPENDIX W UDC STANDARDS |
|  | FRONTAGES ALONG (BUILD TO LINE: DRIVE D, E, G, ALTERNATIVE G DRIVE H, ALTERNATIVE H | BUILDING MUST BE SETBACK BETWEEN 15 FT. AND 35 FT. FROM BACK OF CURB OF DRIVEWAY |
|  | FRONTAGE ALONG DAVIS ROAD (BUILD TO LINE) | BUILDINGS MUST BE LOCATED BETWEEN 20 FT AND 50 FT FROM THE ROW OR PROPERTY LINE |
|  | REAR | 15 |
|  | REAR ALLEY | 10 |
|  | INTERIOR SIDE | 15 |
|  | SIDE ON STREET | PER MF-3 \& APPENDIX W UDC STANDARDS |
|  | BETWEEN BUILDINGS | PER MF-3 \& APPENDIX W UDC STANDARDS |
| MAXIMUM HEIGHT (FT) |  | 4 STORIES |
| GARAGE SIZE REQUIREMENT |  | MINIMUM 11' 6" WIDE BY 20'-0" LONG WITH A MINIMUM 9’ WIDE GARAGE DOOR. |

## Exhibit E - Trails and Open Space <br> Page 1 of 1



Exhibit F - Concept Plan


HWY 360, HWY 287 \& DAVIS 52 ACRES, GRAND PRAIRIE, TX

PROPERTY COMPANY

## Exhibit G - Community Thematic Design Elements




April 05, 2021


VILLAGE GREEN PERSPECTIVE

| Exhibit G - Community Thematic Design Elements |
| :---: |
| Page 2 of 2 |




DEVELOPMENT ENTRY FEATURE ELEVATION


DEVELOPMENT ENTRY FEATURE
April 05, 2021

The following images depict potential architectural examples are a small sampling of the Brownstone Architectural style and possible features.




HANOVER
PROPERTY COMPANY
MESA minamer aman HW 360 , HWW 2878 DAVIIS 52 ACRES, GRAND PRARIE, TEXAS



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Attachment i - Proposed Standards
    Page 1 of 12
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SECTION 2. The intent of the existing zoning on this property was to create a mixed-use development that provides Commercial/Office land uses at 360 \& Davis with access off Highways 287 \& 360. The central portion of the property is fragmented with multiple gas pipelines and an overhead power line easement. This area is appropriate for multi-family residential uses that can be integrated with the proposed commercial and office uses to the north and transitional single family townhome residential uses to the east and south. The southern portion of the land includes Single Family townhomes that serve as a transitional land use from the Multi-Family while incorporating the gas pipelines, future detention pond(s) and utility easements into the site planning of the neighborhoods. The land Northeast of Davis includes Commercial uses along the Davis Road frontage with Multi-Family uses behind the commercial. To help provide an appropriate land use transition between the Multi-Family and non-residential (private school site to the North and East) uses as well as to provide better connectivity in the middle of the property, a central common green area serves as a public space that offers amenity programming and serves as a destination for residents and guest of the residential and commercial/office uses. Office land uses have been incentivized to develop in an urban manner with no limitations on FAR or building height. The additional 3.13 acres will provide the project with more Davis Road frontage and allow a better integrated site design between the Multi-Family and Townhome uses on the eastern portion of the property. The location of specified land uses shall conform to those land use boundaries depicted on the attached Exhibits "C" and "F" incorporated herein by reference.

SECTION 3. The following development standards shall apply to all development within this district.

## A. APPLICABILITY

1. All development on land located within the boundaries of this Planned Development District shall adhere to the rules and regulations set forth in these Planned Development District Standards.
2. Except as provided, these Planned Development District Standards govern development within this Property. In the event of any conflict or inconsistency between these Planned Development District Standards and the applicable City regulations, the terms and provisions of these Planned Development District Standards shall control. In the event of any conflict between the text of the Planned Development District Standards and the concept plan, the concept plan shall control.

## B. GENERAL

1. Development of the subject property shall be in accordance with and conform to the City of Grand Prairie Unified Development Code (UDC) unless otherwise specified herein.

## C. CONCEPT PLAN

1. Development shall be in substantial conformance with the zoning exhibit and District Plan contained in Exhibit C of this ordinance, as determined by the Planning Director or his designee.
2. A Concept Plan has been included, Exhibit F, to delineate a potential building and driveway layout for the Commercial/Office and Multi-Family tracts. The Concept Plan is conceptual in nature and intended to be illustrative of the standards herein. Detailed Site Plans will be submitted as required in the UDC, in subsequent applications as parcels are developed.
3. Approval of a Detailed Site Plan shall be required with the final plat for each phase to ensure compliance with the standards of the Planned Development. If the Detailed Site Plan is shown to comply with the standards and requirements of the PD, approval by the Planning and Zoning Commission and City Council shall be non-discretionary and no public hearing shall be required.
4. To allow additional integration between the Multi-Family and Townhome Parcels 3C and 3D, the boundaries of these districts may be adjusted so long as the Multi-Family acreage is not increased more than what is shown on Exhibit C.

## D. DEFINITIONS

1. Zoning Exhibit: means the geographic plan for the Property that establishes and delineates the boundaries as well as the land use sub-districts for this Planned Development District. Exhibit C - District Plan, serves as the Zoning Exhibit.

## E. LAND USES

1. Base Zoning Districts (Refer to Exhibit C for location and designation of districts)
a. Commercial/Office District: Development in the Commercial/Office District will include office, and commercial uses. All development in the Commercial/Office District shall comply with the provisions for the General Retail (GR) District in the UDC, as amended.
b. Multi-Family District: Multi-family development shall comply with the provisions for Multi-Family Three (MF-3) District and Appendix W in the UDC, as amended.
c. Common Space District: Development within this area will include usable open space amenities. All development in the Common Space District shall comply with the provisions for the General Retail (GR) District in the UDC, as amended.
d. Townhome District: Development within this area shall comply with the provisions for SF-Townhouse (SF-TH) District in the UDC, as amended.
2. Permitted Uses
a. Commercial/Office District: The uses in the Commercial/Office District shall be those uses provided for General Retail (GR) in the UDC, as amended.
b. Multi-Family District: The uses in the Multi-Family District shall be those uses provided for Multi-Family Three (MF-3) District in the UDC, as amended. The uses for the ground floor commercial component are those uses allowed in the General Retail (GR) District in the UDC, as amended.
c. Common Space District: The uses in the Common Space District shall only be the following uses:
3. Park
4. Accessory Building/Structure
5. Temporary Special Events
d. Townhome District: The uses in the Townhome District shall be those uses provided for SF-Townhouse (SF-TH) in the UDC, as amended.

## F. PROJECT WIDE STANDARDS

1. Street Design: Drives A, B, C, D, E, F, G, Alternative G, H and Alternative H, J, K, and L may not be gated and must remain open and accessible to the public. The surface parking lots on Parcel 3C and 6 must be fenced in and gated with access to residents and guests.

## Drives B, C, D (depicted below)

a. These drives are adjacent to the Commercial/Office, Common Space and Multi-Family districts where the streetscape is most important to provide parking and a strong pedestrian experience.
b. Includes 24 ' wide travel lanes (or City approved alternative) with angled parking on both sides. Building setbacks will vary per Exhibit D.
c. A 4 " minimum caliper street tree must be provided at a ratio of at least 1 tree per 50 linear feet of road on each side of the street. The location of the trees is flexible so long as this ratio is met along the entire drive. The trees may be located in the pedestrian zone or within islands in the angled parking areas.


## Drive A, Drive E (west of Drive B), Drive F (not depicted), and Drive M

a. These drives will follow the city standard commercial driveway design requirements and dimensions. These drives may or may not have parking on the side(s). Portions of Drive A, B \& F are within TxDOT ROW and will be coordinated with TxDOT review.

Drive E (East of Drive B), Drives G (and G Alternative), H (And H Alternative), Drive J, Drive K, and Drive L
a. These drives connect the Commercial/Office Tracts, the Townhome Tracts, and the Multi-Family tracts and serve as internal circulation through the Multi-Family Tracts.
b. Includes $24^{\prime}$ wide travel lanes (or City approved alternative) with intermitted (parallel, angled, or perpendicular) parking on one or both sides. Building setbacks will vary per Exhibit D.
c. A 4 " minimum caliper street tree must be provided at a ratio of at least 1 tree per 150 linear feet of road on each side of the street. The location of the trees is flexible so long as this ratio is met along the entire drive. The trees may be located in the pedestrian zone or within islands in the angled parking areas. Any street trees located within the Buffer areas delineated on exhibit E will count towards the street tree and buffer tree requirements.

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Attachment i - Proposed Standards
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## Drives G (and G Alternative), H (and H Alternative)

The locations of Drive G and Drive H are flexible and will be finalized at the time of Site Plan approval.
a. The Multi Family tract north of the gas pipeline must provide at least 1 drive to link Drive E and Davis Road. The location may be anywhere on the Multi-Family tract and are not restricted to the 2 locations shown on Exhibit F.
b. The Multi Family tract south of the gas pipeline must provide at least 1 drive to link Drive E and Davis Road. The location may be anywhere on the Multi-Family tract and are not restricted to the 2 locations shown on Exhibit F.

## Streets in Townhome District

All streets in the Townhome District will follow either:
a. The standards for streets J, K and L listed above or,
b. The City of Grand Prairie Neighborhood Street Design standards unless otherwise amended in this document.

Additionally, units may face onto a:
a. Units may face onto a green space, "muse" or common area. When units do not face onto a street they must have garage access from a street with a minimum 24' fire lane in the rear.
b. Units may face onto a street with garage access in a rear alley with an alley that meets UDC requirements.

## 2. Open Space \& Trails

a. To provide connectivity between the Commercial/Office tracts, the Multi-Family, the Townhome tract and the surrounding development, a minimum 6 ft . concrete public trail must be constructed at the time of development of the particular parcel upon which the trail is located within the Davis Buffer and Project Perimeter Buffer areas (Refer to Exhibit E: Trails and Open Spaces). The trail may meander into the Davis Road right-of-way.
b. Davis Buffer: A minimum 20 ft wide landscape buffer must be provided. The open space must be available to the public and not within a gated or controlled access point. Fences delineating residential porch patios for the Multi-family units may encroach no more than five ( $5^{\prime}$ ) feet into the landscape buffer. A canopy tree at least 4 " in caliper is required at a spacing of 1 tree every 100 linear feet of the corridor. These trees are outside of the Davis ROW and will be installed at the time of the adjacent commercial and/or multi-family development. Any street trees within Davis Road (which will be determined within the final design of Davis Road) will be in addition to the Davis Buffer trees. Exact location of canopy trees is flexible so long as the total amount of trees is satisfied along the street.
c. Project Perimeter Buffer: A minimum 10 ft wide landscape buffer must be provided. The open space must be available to the public and not within a gated or controlled access point. A canopy tree at least 4 " in caliper is required at a spacing of 1 tree every 150 linear feet of the corridor. Exact location of canopy trees is flexible and may be located outside of the 10 ' buffer area so long as its within 25 ft of the property boundary and located between a building or drive and the property boundary.
d. Townhome Open Space: The areas indicated on Exhibit E - Trails and Open Space comprise of two different areas:

1. Within the parcel 3D, the area along the northeastern property boundary and west of the Overhead Electric lines (labeled as minimum 8' width on Exhibit E) will require a minimum 8 ft . landscape buffer and a minimum 5 ft . concrete trail shall be provided within the buffer. No fencing or screening wall are required.
2. The areas internal to Parcel 3D extending from Drives K \& L (labeled Minimum 20' width on Exhibit E) will require an open space tract at least twenty (20) ft. in width. Within the open space area a minimum five (5) ft. wide concrete trail
must be provided connecting the trail along the Northeastern property boundary and Drive L. Within the open space, a canopy tree at least 4 " in caliper is required at a spacing of 1 tree every 150 linear feet of corridor. The exact location of the canopy tree is flexible so long as the amount of trees planted within the area meets or exceeds the 1 tree per 150 ft . ratio. No fencing or Screening wall are required.
3. Community Thematic Design Elements
a. Although the project will be a mixture of uses the development entries and hardscape/landscape design of the open spaces and perimeter treatments will be constructed in a compatible family of materials and design elements. Exhibit H includes conceptual designs of the public hardscape and landscape.
b. Development Entries: The project must include Development Entries, similar in designs depicted in Exhibit G, at the 2 locations for Development Entry Features as indicated on Exhibit F (at 360 \& the Driveway Access and at Davis \& 360 along the northern portion of the property).
c. A third Development entry compatible with the style and designs to those delineated in Exhibit G must be located along the southern portion of the parcel 7 (refer to Exhibit C). The final location will be determined at the Preliminary Plat.
d. A development monument feature must be located at the southeast corner of Davis Road and Drive J. The entry feature must be compatible with the style and design of the other development entry features but may be scaled to be more pedestrian in nature.

## 4. Parking

a. All off-street parking requirements will follow the UDC, as amended with the following exceptions:

1. Shared parking is allowed between the uses within Parcels $2,4,5 \& 6$. Shared parking is allowed between the uses within Parcels 3A, 3B, 3C, and 3D.
2. Parking provided on any of the Drives depicted on Exhibit C may count toward the required off-street parking for any uses.
3. Each use must provide the minimum parking required per the UDC standards.
4. Multi-family parking requirements are:
a. 1 space per each one (1) bedroom unit
b. 2 spaces per each unit containing two (2) bedrooms or more.

## G. COMMERCIAL/OFFICE STANDARDS

1. Density \& Dimensional Standards
a. Development within the Commercial/Office District shall comply with the development standards for the General Retail (GR) District, as set forth in the UDC, as amended except for those provisions explicitly contained in this Ordinance. Refer to Exhibit D.
2. Perimeter Screening
a. All screening will follow the UDC except for the following:
3. Parcel 2: No screening or buffering is required along Drive B. The buildings are intended to face onto Drive B so no screening wall, fencing or planting is required other than any street tree requirements included in this document. Dumpsters must be located behind the building and not visible from Drive B. Dumpsters must still be screened individually in this area.
4. Parcel 5: No screening or buffering is required along Drive $B$, Drive $C$ or Drive D. The buildings are intended to face onto these drives so no screening wall, fencing or planting is required other than any street tree requirements included in this document. Dumpsters or trash enclosures must still be screened behind a wall at least 6 ft in height matching the building design.
5. Parcels 3A and 3B: No screening is required along Drive J or Drive M. No Screening wall, fencing or planting is required other than any street trees requirements included in this document. Dumpsters or trash enclosures must still be screened behind a wall at least 6 ft . in height matching the building design.
6. The Commercial/Office parcel boundaries and associated acreages as shown Exhibits C \& D are conceptual in nature and may move to accommodate a specific use within the parcel(s).

## H. COMMON SPACE STANDARDS

1. Density \& Dimensional Standards
a. Building Setbacks are 10 ft . from any adjacent ROW and 10 ft from the back of any adjacent drive (if not located in a ROW).
2. Design Requirements within the Common Green
a. At least 2 of the following items must be provided:
3. Two types of seating,
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Attachment i - Proposed Standards
    Page 9 of 12
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2. Active water feature such as a fountain, waterfall, or children's water-spray area,
3. Furnished play area or outdoor game area
4. Sculpture or artwork, furnished outdoor game area,
5. A comparable amenity proposed by the developer.
b. At least three of the following amenities:
6. Seasonal plantings in decorative planters,
7. Textured paving,
8. Living wall,
9. Decorative street or pedestrian lighting,
10. Electrical hook-up to allow programming
11. A comparable amenity proposed by the developer.
c. Pedestrian Lighting
d. Pedestrian walkways connecting to the adjacent Multi-Family and Commercial/Office sidewalks
e. In addition to the street trees required in this document, additional street trees must be provided at a ratio of 1 tree per 50 linear feet of drives/ROW along all 4 sides of the Common Space. The trees may be planted anywhere within the Common Space.
f. At least $5 \%$ of the impervious area within the Common Space must include: native or ornamental grasses and/or shrubs.
12. Perimeter Screening
a. To provide an open view into the Common Space, no screening is required.

## I. MULTI-FAMILY STANDARDS

1. Density \& Dimensional Standards
a. Development within the Multi-Family District shall comply with the development standards for the Multi-Family Three (MF-3) Residential District, and Appendix W, as set forth in the UDC, as amended except for those provisions explicitly contained in this Ordinance. Refer to Exhibit D.
b. The shape, location, and boundaries of Parcels 3C and 3D may vary so long as the amount of multi-family acreage does not exceed 9.74 acres.
2. Commercial Uses Required:
a. $5,000 \mathrm{sq}$. ft . of commercial or office uses must be provided in the ground floor of the Multi-Family building facing Street D and/or Davis Road. The leasing center for the Multi-Family building may count towards this 5,000 sq. ft. requirement. Refer to

Exhibit F: Conceptual Site Plan for general location, the final location can fluctuate so long as its facing Street D and/or Davis Road.
b. Five thousand $(5,000)$ s.f. of commercial or office uses must be provided in the ground floor of the Multi-Family building facing Drive J, Drive K and/or Davis Road. The leasing center for the Multi-Family building may count towards this 5,000 s.f. requirement. Refer to Exhibit F: Conceptual Site Plan for general location, the final location can fluctuate so long as its facing Drive J, Drive K and/or Davis Road.

## 3. Perimeter Screening

a. Multi-Family buildings will be located within close proximity to an adjacent street Right of Way or an internal driveway. The buildings will face onto these streets/drives and the buildings will serve as the screening/fence. Any off-street surface parking lots behind the buildings must be fenced with an ornamental metal fence at least 6 ft in height with a masonry column at the end of each fence (where the fence ends) and additional column(s) to provide at least 1 column for every 100 linear feet of fence.
b. Residential units within the Multi-Family District may have a decorative metal fence at least 4 ft . in height around the patios or open spaces for individual ground floor units.
c. No screening or fencing is required between the Multi-Family and Townhome Districts.
4. Ground Floor Units within Parcel 3C
a. Ground floor units along Drive L, K, and J shall be walk-up units with walk-out access and include design elements such as individual porches, awnings or canopies, plantings, and pedestrian lighting.

## J. TOWNHOME STANDARDS

1. Townhomes shall have brownstone architecture and design.
2. Dimensional Standards: The following Dimensional Standards shall apply to the Townhome District:

| a. | Maximum Density: | $13.2 \mathrm{du} / \mathrm{ac}$ |
| :--- | :--- | :--- |
| b. Minimum Living Area: | $1,150 \mathrm{s.f}$. |  |
| c. Minimum Lot Area | $1,200 \mathrm{~s} . \mathrm{f}$. |  |
| d. Minimum Lot Width | 20 ft. |  |
| e. Minimum Lot Depth | 60 ft. |  |
| f. Minimum Front Setback | 5 ft. |  |
| g. Minimum Rear Setback | 5 ft. |  |
| h. Minimum Side Setback | none |  |
| i. Minimum Distance Between Detached Buildings | 5 ft. |  |

j. Minimum Side Setback To Street, Alley or Drive (Corner Setback)

10 Ft .
k. Maximum Height

1. Minimum Height (Parcel 3D)
2. Units facing Drive K or Drive L
3 stories
3. All other units
2 stories
m. Maximum Lot Coverage 85\%

3 stories or $45^{\prime}$
3. Additional Townhome Design Standards
a. Porches and/or pergolas may be located in the front, side, or rear yard setback and do not count towards the Maximum Lot Coverage.
b. All Townhomes must have at least two garage parking spaces directly accessible to the main housing unit.
c. All Townhomes must have the garages in the rear. Garages may not be in the front of the home.
d. All Townhomes must front onto a Street, Drive, or Open Space.
e. Fences may be located in the front yard and shall be a maximum of four feet in height.
f. Townhomes must be designed with a Brownstone style, refer to Exhibit H for representative imagery. The final design may vary but the units must have a demarcation between the building and the public street including stairs, stoops, or front yards with fences.
g. The shape, location and boundaries of the Townhome Parcel 3D may vary so long as the Multi-Family acreage is not increased and the Commercial acreages of Parcels 3A and 3B are not decreased.

## 4. Perimeter Screening

a. The portion of the Townhome District that abuts Davis Road or Highway 287 must provide a perimeter fence as the Type 1 per UDC or as an alternative: an ornamental metal fence at least 6 ft in height with a masonry column at least 1 column for every 100 linear feet of fence.
b. No screening or fencing is required between the Multi-Family and Townhome Districts or within the pipeline or overhead electric easements.
c. A perimeter fence along the property boundary of Parcel 3D, as indicated on Exhibit I is optional. The fence may be an ornamental metal fence, masonry wall, or board to board wood fence.

## A. EXHIBITS

I. Exhibit A - Boundary Description, Exhibit B - Location Map, Exhibit C - District Plan, Exhibit D- Density and Dimensional Tables, Exhibit E-Trails and Open Space, Exhibit F -

Concept Plan, Exhibit G - Community Thematic Design Elements, Exhibit H - Brownstone Architectural Examples, and Exhibit I - Screening are attached hereto and incorporated for all purposes.

SECTION 4. A Site Plan shall be reviewed and approved by the City Council prior to the issuance of any building permits.

SECTION 5. It is further provided, that in case a section, clause, sentence, or part of this Ordinance shall be deemed or adjudged by a Court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.

SECTION 6. All ordinances or parts of ordinances in conflict herewith are specifically repealed.
SECTION 7. The terms and provisions of this Ordinance are severable and are governed by Section 1-4 of the Code of Ordinances of the City of Grand Prairie, Texas.

SECTION 8. This Ordinance shall be in full force and effect from and after its passage and approval.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, THIS, THE $16^{\text {TH }}$ DAY OF APRIL, 2024.

Ordinance No. \#-2024
Zoning Case No. ZON-24-02-0005
Planned Development No. 414B


[^0]:    Mona Lisa Galicia

[^1]:    * Provide Accounting Unit for Operating funds. Provide the Activity for CIP and Grant projects.

[^2]:    Ken Self, President
    Peninsula PID Board

