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## AGENDA

### CALL TO ORDER

### STAFF PRESENTATIONS

1. Purchasing: Best Value Criteria and Evaluations

### CONSENT AGENDA

*The full agenda has been posted on the city's website, [www.gptx.org](http://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.*

2. Minutes from the Finance and Government Committee Meeting August 3, 2021, and the Budget Meetings July 19, July 22, July 29, and August 2, 2021
3. Commercial Hangar lease with Aviator Air Flight School, LLC, for Hangar 6 South G for a term of one year to begin on August 4, 2021, and ending on September 31, 2022, with an annual rent of \$2676.00
4. Reject all Proposals from RFP# 21124 for a Corporate Fitness Program
5. Award bid for the completion of one residential reconstruction project as part of the HOME Reconstruct Program to Symone Construction Services, LLC in the amount of \$134,468.20
6. Right of Way acquisition approval for the purchase of permanent right of way required for the extension of Stadium Drive from First Christian Church of Grand Prairie in the not to exceed amount of \$62,000
7. Purchase of digital message boards from Lantek Communications in the amount of \$64,287.27 with a contingency of \$6,400 through a national cooperative agreement with TIPS
8. Reject all Bids from RFB# 21144 and 21162 for Car Wash services
9. Authorize Sublease agreement between 321 Firehouse GP LLC and Dimitrios VaGenas LLC d/b/a "My Kuzina" for a portion of the premises owned by the City and leased to Firehouse Gastro Park LLC at 321 W. Main Street, in accordance with the terms of the original lease between the City and Firehouse Gastro Park LLC

- [10.](#) Amendment No. 2 with Brown Reynolds Watford (BRW) Architects in the amount of \$39,800 for expanded and extended construction administration services associated with the new Fire Station 3 facility being constructed at the northeast corner of State Highway 161 and West Marshall Drive
- [11.](#) Ordinance amending the FY 2020/2021 Capital Improvement Projects Budget; Contract with Kimley-Horn and Associates for SH 180 (Main Street) CCTV/DMS between Great Southwest Pkwy to east of Hensley Drive in the amount of \$87,238
- [12.](#) A Resolution of the City of Grand Prairie, Texas, authorizing the \$18,354,828 in funds received from the American Rescue Plan Act to be allocated and expended as proposed

#### **ITEMS FOR INDIVIDUAL CONSIDERATION**

- [13.](#) Thirty year treated water purchase contract with the City of Midlothian with automatic 5-year renewals with initial volume rate of \$2.620 per 1,000 gallons with initial annual daily average demand being 1.33 MGD and initial maximum day demand is 2.0 MGD. Raw water rate will be \$1.25448 per 1,000 gallons
- [14.](#) Authorize and confirm the purchase of a drainage easement, water main easement and permanent right of way required for the extension of Stadium Drive from GRTP, Ltd, a Texas Limited Partnership in the not to exceed amount of \$520,000
- [15.](#) Purchase of state mandated water well capping, plugging wells 13, 16, 19, 22, and 24 and pump & motor removal services at well 24 from Advanced Water Well Technologies in the amount of \$472,097.58 with a 5% contingency of \$23,604.88 for a total amount of \$495,702.46 through a Cooperative agreement with BuyBoard
- [16.](#) Ratify the Enterprise Health Service Provider agreements with Peerfit, Inc., in the cumulative amount of \$109,035.44
- [17.](#) Ratify the City's previous contract year expenditure in the amount of \$401,584.12, and approve Change Order #2 with Employer Direct Healthcare (Surgery Plus) in the amount of \$125,000, for an overall annual amount for 2021 not to exceed \$375,000
- [18.](#) Professional contract with Kimley-Horn and Associates in the amount of \$499,200 for the engineering services for Great Southwest Parkway widening under IH 20
- [19.](#) Change Order No. 1 to the Construction Manager at Risk (CMAR) Contract with Hill & Wilkinson General Contractors (H&W) for EpicCentral construction work in the amount of \$6,000,000 for the construction of two restaurant shell spaces and all site identification and wayfinding signage
- [20.](#) Ordinance amending the FY 2020/2021 Solid Waste Landfill Replacement Fund Budget; Authorize and confirm the purchase of two separate tracts located at 3495 IH30 and 1923 IH 30 from Trinity River Mitigation Bank, L.P. in the not to exceed amount of \$3,550,000

- [21.](#) Ordinance amending the FY 2020/2021 Capital Improvement Projects Budget; Creek Erosion Management Voluntary Buyout for 3905 Silver Meadow Lane in the not to exceed amount of \$304,000
- [22.](#) Amend the FY 20/21 Capital Improvement Projects Budget; Authorize Creek Erosion Management Voluntary Buyout of 528 Estate Drive in the not to exceed amount of \$504,000 from Gordon and Whitney Carlisle
- [23.](#) Ordinance amending the FY 2020/2021 Capital Improvement Projects Budget: Professional Engineering Services Contract with CP&Y, Inc. for the Jefferson Street Reconstruction in the amount of \$543,175
- [24.](#) Ordinance amending the FY 2020/2021 Capital Improvement Projects Budget; Ratify a construction contract with North Texas Contracting, Inc. for emergency water repairs at Belt Line Road and IH 30 in the amount of \$2,103,720
- [25.](#) Ordinance amending the FY 2021/2022 Capital Improvement Projects Budget; Street Maintenance Sales Tax Program as outline for Grand Prairie streets, alleys, roadway resurfacing, pavement markings, pavement leveling, professional services, and engineering, utilizing approved price agreements and service contracts
- [26.](#) An ordinance amending the FY2020/2021 Capital Improvement Projects Budget; Contract with Spohn Ranch Skate Parks for \$220,200 for repairs and additional amenities to Alliance Skate Park through a cooperative agreement with Sourcewell. The City will use the balance of \$5,000.00 for building graphics
- [27.](#) An ordinance amending the FY2020/2021 Capital Improvement Budget; purchase Dectron from Enviromatic Systems at the cost of \$391,150 with a 5% contingency of \$19,558 for a total price of \$410,708 through a cooperative agreement with BuyBoard
- [28.](#) A public hearing regarding the FY 2020 CARES Act Grant to approve a Resolution authorizing the City Manager to submit a change to the scope of Fiscal Year 2020 grant application with the Federal Transit Administration (FTA) for \$3,852,325 for operating/ capital for vehicle for hire service. The City will provide no matching requirement of the \$3,852,325. The total budget to operate the vehicle for hire is 3,852,325 for one or more years
- [29.](#) Ordinance amending the FY 2020/2021 Capital Improvement Projects Budget; Contract with Magee Architects, LP in the amount of \$529,365 for professional services (complete programming, planning, design, documentation and construction administration services for a new central office and warehouse space for the Grand Prairie Facility Services Department) and appropriate a 5% design contingency in the amount of \$26,468, resulting in a total appropriation of \$555,833

## **EXECUTIVE SESSION**

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

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

## **CITIZEN COMMENTS**

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

## **ADJOURNMENT**

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

### *Certification*

*In accordance with Chapter 551, Subchapter C of the Government Code, V.T.C.A, the Finance and Government Committee agenda was prepared and posted September 3, 2021.*



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*Gloria Colvin, Deputy City Secretary*



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

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**MEETING DATE:** 09/07/2021

**REQUESTER:** Anda Upchurch

**PRESENTER:** Anda Upchurch, Senior buyer

**TITLE:** Purchasing: Best Value Criteria and Evaluations

**RECOMMENDED ACTION:** None

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**CITY OF GRAND PRAIRIE  
COMMUNICATION**

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**MEETING DATE:** September 7, 2021

**REQUESTER:** Sheryl Osborn

**PRESENTER:** Chairman, Jeff Copeland

**TITLE:** Minutes from the Finance and Government Committee Meeting August 3, 2021, and the Budget Meetings July 19, July 22, July 29, and August 2, 2021

**RECOMMENDED ACTION:** Approve

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**CITY OF GRAND PRAIRIE  
FINANCE AND GOVERNMENT COMMITTEE  
CITY HALL - COUNCIL BRIEFING ROOM, 300 W. MAIN STREET  
TUESDAY, AUGUST 03, 2021 AT 2:30 PM**

**MINUTES**

**CALL TO ORDER**

Chairperson Jeff Copeland called to order the City of Grand Prairie Finance and Government Committee convened at 2:30 p.m. on Tuesday, August 3, 2021, in the City Council Briefing Room, 300 West Main Street, Grand Prairie, Texas. The following persons were in attendance:

**MEMBERS PRESENT**

Jeff Copeland, Chairperson  
Cole Humphreys, City Councilperson  
Kurt Johnson, City Councilperson

**MEMBERS NOT PRESENT**

No Guests were recognized as being in attendance.

**STAFF PRESENTATIONS**

1. Presentation on Financial Resiliency

Treasury and Debt Manager, Brady Olsen, presented information on our financial resiliency. Mr. Olsen stated that the City of Grand Prairie has a AAA bond rating, which is the highest rating possible. An outside agency determines each year the City's risk factor. The rating indicates how likely the City is to pay back what is owe. The City of Grand Prairie currently has a higher rating than 35 states, the European Union, China, France, New Zealand, and the USA as a whole. The rating is based on four factors: economy, financial performance, management, and debt level. The outside agency, S&P, determined that under a stress situation, such as another pandemic, the City would perform better than the US due to our conservative budgeting and strong revenue growth. He noted the Finance and Government Committee, the Budget Department, the City Council, and all department leadership have all contributed to our healthy financial position.

Mr. Olsen also state that the City's liquidity (the cash that could be access within a year) is very strong. If another stress occurred, such as another pandemic, the City has enough in reserves to operate for six months. The City's tax base, property values and increased residents/properties, has grown at least 4.5% every year since 2012. Deputy City Manager, Cheryl De Leon noted that the growth is a very important indicator in the AAA rating. Mr. Olsen stated that in 2020, our sales tax revenue increased 1% over 2019. He noted that our strength is in our diversity. Many cities have one large business anchor they depend on for growth. For example, if retail is down, warehousing may go up. Mr. Olsen noted that Planning and Zoning, the City Council as a whole, and the Economic Development team are all responsible for the City's diversity of our industrial, commercial, and residential base.

Mr. Olsen offered some historical information regarding the City of Grand Prairie's financial health.

- In worst month of 2020, with most businesses closed, our sales tax revenue was down just 14% from 2019. Of the 15 months of COVID -19, only five months were lower in tax revenue than the previous year, with 10 months performing better than the previous year. He credited the diversity, including warehousing.
- During the recession, the City had a 4% sales tax decline in 2009, and a 2% in 2010.
- Property tax value increased in 2020 over 2019.
- The City has not experienced a decline greater than 3% since 1999.

Mr. Olsen also noted that these points are ones the rating agencies strongly consider. He again noted

that the Finance and Government Committee has played a significant role in our financial situation by making recommendations to ensure the City has reserves in place and practice conservative budgeting.

2. Quarterly Investment Report

Mr. Brady Olsen presented the quarterly investment report, as required by the State of Texas. The City currently has \$54,000,000 more as of the end of June than it had at the beginning of the year. The City receives a large portion of its revenue at the beginning of the year. The City has a portfolio of approximately \$400,000,000, and it is required for the funds to be invested in safe, low-risk entities. Liquidity and safety are the two primary factors regarding the City's investments. Examples of our investments are the US Treasury, Freddy Mac, Federal Home Loan Board, and the Federal Farm Credit Bank. The City also invests in other municipal bonds. The investments are generally kept within a three-year time frame. Most of the City's money can be available within one year, with part of the funds available within hours. The rest of the funds can be available at three years when they mature. Mr. Olsen reviewed the interest report by month, noting that the goal was to ensure the revenue is meeting the budget. The overall strategy is a ladder portfolio to ensure the City has money come back every month.

A discussion took place on various type of investments, and Ms. Cheryl De Leon commented on the outstanding performance of Mr. Olsen and his team in protecting our funds.

3. Basic Rules for Public Procurement

Interim Purchasing Manager, Angi Mize, introduced the Purchasing Department team, Senior Buyers Alysia Ducote, Venona McGee, Anda Upchurch, and herself. Ms. Mize presented information on the basic rules for public procurement, including the role of the Purchasing Department. She stated that three dollar-values are key markers. If a purchase is less than \$3,000, Purchasing will recommend to the purchaser to compare prices for best value, and to use their department's procurement card for payment. If the purchase is \$3,000 to \$49,999, the purchaser must obtain three quotes, with at least two of those quotes from HUB (Historically Underutilized Businesses), and to seek out Grand Prairie businesses first. Ms. Mize also explained the definition of a HUB vendor (minority and/or woman-owned business), and the requirement for the business to be registered with Central Master Bidders List (state agency). Ms. Mize also stated that purchases could be made using cooperative or interlocal contracts, where other approved agencies have done the vetting, allow the City to 'piggyback' on their contracts. Ms. Mize also explained that any purchase \$50,000 or greater must be completed through sealed bids, and the purchase must have City Council's approval. The City currently has over 454 existing agreements. She also provided examples of cooperative and interlocal agreements. Some purchases are exempt from the process, including such as emergency situations, sole source (researched by Purchasing Buyers), professional services, and resale items.

**CONSENT AGENDA**

Ms. Cheryl De Leon reviewed the general guidelines for items that are included on the Consent Agenda. In general, items on the Consent Agenda have been thoroughly vetted. items 100K or less, or no dollar value at all, more routine, can be put on Consent Agenda. Councilpersons Jeff Copeland and Kurt Johnson requested that items on the Consent Agenda that need to be ratified should include an explanation.

4. Minutes from the July 6 and July 13, 2021, Finance and Government Committee Meetings
5. Extension of AEG Lease Amendment for a 50% Rent Reduction during the term of the COVID pandemic through September 30, 2021
6. Amendment/Change Order No. 1 for construction contract with Felix Construction Company in the amount of \$50,778.09 for South Sector Pump Station Phase II



7. Amendment/Change Order No. 1 for Professional Engineering Services Contract with Criado and Associates for providing Final Design of Dechman Road from Westchester Parkway to Bardin Road in the total amount of \$85,200
8. Ratify the contract for the purchase of furniture, fixtures, and equipment (FF&E) for the Water Revenue Department renovations project through Wilson Office Interiors in the total amount of \$81,006.52
9. Purchase of traffic signal poles from Pelco Structural, LLC in the amount of \$73,325 through a national inter-local agreement with House-Galveston Area Council (H-GAC) cooperative purchasing program
10. Amendment/Change Order No. 2 to the Interlocal Agreement with Dallas County in the additional amount of \$100,000 for Rock Island Road Bridge, MCIP 40812 at Bear Creek in the City of Grand Prairie

Councilperson Kurt Johnson moved to approve Items 2-10 on the Consent Agenda. Councilperson Cole Humphreys seconded the motion. The motion passed 3-0.

Ayes: 3

Nays: 0

Abstentions: 0

#### **ITEMS FOR INDIVIDUAL CONSIDERATION**

11. Change Order/Amendment No. 4 with Merriman Anderson Architects (MAA) in the amount of \$557,650 for additional design services associated with the enhanced and expanded EpicCentral project

Senior Building and Construction Project Manager, Mr. Andy Henning (Engineering), presented information for Item 11. He explained why change orders/amendments are done. Regarding Item 11, the funds were budgeted and served as a place holder until the City could define the scope of work. The \$350,000 of the amount listed in Item 11 is our 'inheritance' from the Construction Administration Services, which is the design team's oversight of construction, in this case, for the hotel and conference center. City Attorney, Megan Mahan, offered additional background information for Item 11.

Councilperson Cole Humphreys moved to approve Items 11. Councilperson Kurt Johnson seconded the motion. The motion passed 3-0.

Ayes: 3

Nays: 0

Abstentions: 0

12. Ordinance amending the FY2020/2021 Capital Improvement Projects Budget; contract with Fast General Contracting for construction of Grand Prairie Memorial Gardens Perimeter Wall Improvements in the amount of \$325,500; Acceptance of Alternate Bid in the amount of \$43,500 for demolition and replacement of perimeter wall, plus a 5% contingency of \$18,450 for a total project cost of \$387,450; Reject all bids from RFB #21100

Parks, Arts and Recreation Director, Duane, and Assistant Director – Business Operations, Gary Yakesch, presented information for Item 12. Mr. Strawn displayed slides showing the area to be repaired and constructed in phase 2, which will enhance the value. He stated that the project was

previously bid, but the vendor's bid was too high. The wording in the bid was revised, the project was rebid, and the vendor with a better price was selected. The first bid needs to be rejected, and the second bid accepted.

Councilperson Kurt Johnson moved to approve Item 12. Councilperson Cole Humphreys seconded the motion. The motion passed 3-0.

Ayes: 3

Nays: 0

Abstentions: 0

13. The FY 2022 Transit Grant Application for "The Grand Connection" and approval of a Resolution authorizing the City Manager to submit Fiscal Year 2022 grant application with the Federal Transit Administration (FTA) for \$570,712 for Capital Expenditures, \$262,000 for Operating Expenditures and \$32,950 from Transportation Development Credits (TDC), Department of Transportation (TXDOT) for \$170,584. The City will provide a matching requirement of \$385,099 with the balance of \$20,000 from Dallas County. The total budget to operate the Grand Connection for Fiscal Year 2022 is \$1,441,345

Director of Transportation Services, Walter Shumac, presented with Transit Manager, Monica Law, the Grand Connection budget. Mr. Shumac explained the function of the Grand Connection. Examples include transportation of seniors and handicapped citizens. Ms. Law discussed specific items in the budget, and she offered information on the Transit Grant Application. She also noted that some vehicles will be replaced. Ms. Law clarified that use of Grand Connection is only for persons aged 60 or over, and for persons who are handicapped or disabled. Mr. Shumac noted that the total budget for the Grand Connection is \$1,400,000, and the City's share is \$385,000.

A discussion took place regarding advertising of Grand Connection so that more eligible citizens could become aware of the service. Mr. Shumac noted that the Summit is a primary source of exposure. Mr. Shumac also stated that his department is also working on other options for Grand Prairie, such as Via Transportation.

Councilperson Kurt Johnson moved to approve Item 13. Councilperson Cole Humphreys seconded the motion. The motion passed 3-0.

Ayes: 3

Nays: 0

Abstentions: 0

14. Ordinance amending the Capital Improvement Projects; Amendment (Change order) No.3 to professional engineering and surveying services Contract with Kimley Horn and Associates for hydraulic analysis and design modifications of Rock Island Road Bridge at Bear Creek in the amount of \$200,400

Mr. Walter Shumac presented information for Item 14. The City has an interlocal agreement with the county for this project, with the City constructing the first two lanes, and the county expanding the project to four lanes. The City will be reimbursed for design costs that are being spent up front, as the county will fully fund the construction.

Councilperson Cole Humphreys moved to approve Item 14. Councilperson Kurt Johnson seconded the motion. The motion passed 3-0.

Ayes: 3

Nays: 0

Abstentions: 0

**EXECUTIVE SESSION**

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

- (1) Section 551.071 “Consultation with Attorney”*
- (2) Section 551.072 “Deliberation Regarding Real Property”*
- (3) Section 551.074 “Personnel Matters - City Manager’s Contract”*
- (4) Section 551.087 “Deliberations Regarding Economic Development Negotiations.”*

No Executive Session was convened.

**CITIZEN COMMENTS**

No citizen comments were made.

**ADJOURNMENT**

There being no further business, the Finance and Government Committee meeting adjourned at 3:37 p.m.

\_\_\_\_\_  
Chairperson, Jeff Copeland  
Finance and Government Committee

\_\_\_\_\_  
Date



**CITY OF GRAND PRAIRIE**  
**FINANCE AND GOVERNMENT COMMITTEE**  
**BUDGET MEETING #1**  
**CITY HALL - COUNCIL BRIEFING ROOM, 300 W. MAIN STREET**  
**MONDAY, JULY 19, 2021 AT 3:30 PM**

**MINUTES**

**CALL TO ORDER**

The City of Grand Prairie Finance and Government Committee convened at 3:30 p.m. on Tuesday, July 19, 2021, in the City Council Briefing Room, 300 West Main Street, Grand Prairie, Texas. The following persons were in attendance:

**COMMITTEE MEMBERS PRESENT**

Jeff Copeland, Chairperson  
 Cole Humphreys, City Councilperson  
 Kurt Johnson, City Councilperson

No Guests were recognized as being in attendance.

**STAFF PRESENTATIONS**

1. Introduction

Deputy City Manager, Cheryl De Leon, welcomed the Committee Members the first of three Budget meetings. This meeting will focus on funding. Ms. De Leon thanked all staff who assisted with the budget. She clarified this is the City Manager's budget.

Budget Director, Kathleen Mercer, introduced the Budget staff: Business Operations Manager Matt Monedero, Senior Financial Analyst Marlon Pacheco, and Financial Analyst Peter Smith.

2. Red Light Safety Fund

Ms. Kathleen Mercer presented FY2022 budget information for the Red Light Safety Fund. She noted that the funds can only be used for public safety and transportation and roadway signals.

3. US Marshal Fund

Ms. Kathleen Mercer presented FY2022 budget information for the US Marshal Fund. Cheryl De Leon noted that the fund is not restricted. A small fund allows close monitoring. It was also clarified that federal officers, task force officers and the police department also use the top floor space.

4. Community Policing Fund

Ms. Kathleen Mercer presented FY2022 budget information for the Community Policing Fund. This fund helps with peripherals for vehicles. All future new officers will come from this fund.

5. Airport Fund

Ms. Kathleen Mercer and Airport Director, Mark Divita, presented FY2022 budget information for the Airport Fund. Mr. Divita discussed grant funding and restrictions. He also stated that Skymates Flight Academy had moved from Arlington to Grand Prairie.

6. Hotel/Motel Operating Fund

Ms. Kathleen Mercer presented FY2022 budget information for the budget for the Hotel/Motel Operating Fund. Ms. Mercer noted that COVID-19 had a significant impact on the hotel and motel industry. However, several new hotels will be opening soon. Communications and Marketing Director, Amy Sprinkles, briefly

discussed the Go Grand advertising initiative.

7. Storm Water Utility Fund

Ms. Kathleen Mercer presented FY2022 budget information for the Storm Water Utility Fund. How fee tiering, changes in employee health insurance, and mowing contracts were briefly discussed.

8. Fleet Services Fund

Ms. Kathleen Mercer presented FY2022 budget information for the Fleet Services Fund. A discussion took place about the volume of bays, technicians, and certifications per the service center, south shops, and the landfill. Ms. Cheryl De Leon also noted the number of major awards the staff had won, with special credit to Fleet Services Manager, Jayson Ramirez, and his team for their above and beyond performance, particularly during the winter storm in February.

9. Risk Fund

Human Resources Director, Lisa Norris, presented FY2022 budget information for the Risk Fund. She discussed the purpose of the Risk Fund, how it operates and how it is managed.

10. Employee Insurance Fund

Ms. Lisa Norris presented FY2022 budget information for the Employee Insurance Fund. Ms. Norris noted that this fund is self-insured, and it is regulated by the Federal government and insurance laws. Ms. Norris also discussed Active and Retiree costs.

Councilpersons who have questions after the meeting were invited email Kathleen Mercer and/or Cheryl De Leon.

**EXECUTIVE SESSION**

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

No Executive Session was held.

**CITIZEN COMMENTS**

No citizen comments were made.

**ADJOURNMENT**

There being no further business, the Finance and Government Committee meeting adjourned at 5:34 p.m.

\_\_\_\_\_  
Jeff Copeland, Chairman  
Finance & Government Committee

\_\_\_\_\_  
Date



**CITY OF GRAND PRAIRIE**  
**FINANCE AND GOVERNMENT COMMITTEE -**  
**BUDGET MEETING #2**  
**CITY HALL - COUNCIL BRIEFING ROOM, 300 W. MAIN STREET**  
**THURSDAY, JULY 22, 2021 AT 3:30 PM**

**MINUTES**

**CALL TO ORDER**

The City of Grand Prairie Finance and Government Committee convened at 3:30 p.m. on Thursday, July 22, 2021, in the City Council Briefing Room, 300 West Main Street, Grand Prairie, Texas. The following persons were in attendance:

**COMMITTEE MEMBERS PRESENT**

Jeff Copeland, Chairman  
 Cole Humphreys, City Councilperson  
 Kurt Johnson, City Councilperson

No Guests were recognized as being in attendance.

**STAFF PRESENTATIONS**

1. Solid Waste Operating Fund

Administration Manager, Patricia Redfearn, presented FY2022 budget information for the Solid Waste Operating Fund. The presentation included discussions regarding the City's landfill and garbage/recycling collection service, brush and litter collection, street sweeping, illegal dumping cleanup, Keep Grand Prairie Beautiful and auto-related business programs.

2. Cemetery Fund

Parks, Arts and Recreation Director, Duane Strawn, presented a brief overview of the Parks, Arts and Recreation budget. Assistant Director-Business, Gary Yakesch, introduced staff members Assistant Director-Operations, Erin Hart, Business Operations Managers, Chip Nami and Lettie Evans.

Mr. Gary Yakesch presented FY2022 budget information for The Cemetery Fund. The presentation included discussions regarding the fund type, perpetual care, use of excess operating funds, cemetery statistics, and an overview of staffing.

3. Epic Central Fund

Mr. Gary Yakesch presented FY2022 budget information for the Epic Central Fund. The presentation included discussion regarding the fund as being new, the primary divisions under development are hotel management agreement, restaurant operating leases, expanded maintenance provisions, entertainment, the parking garage, logistics, administration, PlayGrand Adventures, and Grand Lawn.

4. Epic Fund and Epic Waters Fund

Mr. Gary Yakesch presented FY2022 budget information for the Epic Fund and Epic Waters Fund. The Epic Fund and Epic Waters Fund presentation included discussions about the Special Revenue Fund, including fund details regarding debt issue, management, and staffing. The presentation also included information on the primary venues/divisions, Epic Recreation, Epic Waters, and funding sources.

5. Golf Operating Fund

Mr. Gary Yakesch presented FY2022 budget information for the Golf Operating Fund. The presentation included discussions about Golf as an enterprise fund, that the fund has no debt, Capital/CIP needs,

statistics, and staffing. Chairperson Jeff Copeland requested that separate profit and loss statements be sent to him for each course.

6. Lake Parks Operating Fund

Mr. Gary Yakesch presented FY2022 budget information for the Lake Parks Operating Fund. The presentation included discussions regarding the Lake Parks Operating Fund as an enterprise fund, the USACE lease, debt, use of excess operating funds, the marina lease, Lloyd Park, Lynn Creek, Britton, and staffing.

7. Prairie Lights Fund

Mr. Gary Yakesch presented budget FY2022 information for the Prairie Lights Fund. The presentation included discussions regarding the fund as an enterprise fund, that the fund has no debt, agreements, (e.g., concessions, carnival), other examples of enterprise parks (e.g., Fresno, Costa Mesa), statistics and staffing.

8. Park Venue Operating and Sales Tax Fund

Mr. Gary Yakesch presented FY2022 budget information for the Park Venue Operating and Sales Tax Fund. The presentation included discussions regarding the Special Revenue Fund, fund details, sales tax cap, use as a funding source for other Parks operating funds (if needed), use as a primary funding source for Park CIP projects, and staffing. Additional discussion took place regarding the primary funding mechanism and the primary sales tax venues.

**EXECUTIVE SESSION**

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

No Executive Session was convened.

**CITIZEN COMMENTS**

There were no citizen comments.

**ADJOURNMENT**

There being no further business, the Finance and Government Committee meeting adjourned at 5:23 p.m.

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Jeff Copeland, Chairman  
Finance & Government Committee

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Date



**CITY OF GRAND PRAIRIE**  
**FINANCE AND GOVERNMENT COMMITTEE -**  
**BUDGET MEETING #3**  
**CITY HALL - COUNCIL BRIEFING ROOM, 300 W. MAIN STREET**  
**THURSDAY, JULY 29, 2021 AT 1:00 PM**

**MINUTES**

**CALL TO ORDER**

Chairperson Jeff Copeland called to order the City of Grand Prairie Finance and Government Committee convened at 1:06 p.m. on Thursday, July 29, 2021, in the City Council Briefing Room, 300 West Main Street, Grand Prairie, Texas. The following persons were in attendance:

**MEMBERS PRESENT**

Jeff Copeland, Chairperson  
 Cole Humphreys, City Councilperson

**MEMBERS NOT PRESENT**

Kurt Johnson, City Councilperson

No Guests were recognized as being in attendance.

**STAFF PRESENTATIONS**

1. Water/Wastewater Operating & Debt Service Funds  
 Item 1 Postponed to August 2, 2021, 1:00-3:00 p.m., Council Briefing Room.
  
2. Pooled Investments Fund  
 Item 2 Postponed to August 2, 2021, 1:00-3:00 p.m., Council Briefing Room.
  
3. General Obligation Fund  
 Item 3 Postponed to August 2, 2021, 1:00-3:00 p.m., Council Briefing Room.
  
4. General Fund – Overview  
 Budget Director, Kathleen Mercer, presented information on the General Fund Overview including discussions on the follow points:
  - General Fund Summary
  - Net Change
  - Property Tax Projection
  - Sales Tax Projection
  - Multi-Year Forecast
  
5. General Fund – Expenditures  
 Ms. Kathleen Mercer, presented information on the General Fund Expenditures, including discussions regarding staffing costs and services. Ms. Mercer also discussed reimbursements to the General Fund, and she highlighted changes from fiscal year 2021 to fiscal year 2022. A general discussion took place regarding property taxes, homeowner property tax rates, and homestead exemption rates.

The decision was made to schedule a fourth Budget meeting on Monday, August 2, 2021, 1:00-3:00 p.m. to discuss Items 1-3.



**EXECUTIVE SESSION**

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

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

No Executive Session was held.

**CITIZEN COMMENTS**

No citizen comments were made.

**ADJOURNMENT**

There being no further business, the Finance and Government Committee meeting adjourned at 3:01 p.m.

\_\_\_\_\_  
 Jeff Copeland, Chairman  
 Finance & Government Committee

\_\_\_\_\_  
 Date



**CITY OF GRAND PRAIRIE**  
**FINANCE AND GOVERNMENT COMMITTEE**  
**(CONT. OF BUDGET MEETING #3)**  
**CITY HALL - COUNCIL BRIEFING ROOM, 300 W. MAIN STREET**  
**MONDAY, AUGUST 02, 2021 AT 1:00 PM**

**MINUTES**

**CALL TO ORDER**

Chairperson Jeff Copeland called to order the City of Grand Prairie Finance and Government Committee convened at 1:00 p.m. on Thursday, August 2, 2021, in the City Council Briefing Room, 300 West Main Street, Grand Prairie, Texas. The following persons were in attendance:

Jeff Copeland, Chairperson  
 Cole Humphreys, City Councilperson

**MEMBERS NOT PRESENT**

Kurt Johnson, City Councilperson

No Guests were recognized as being in attendance.

**STAFF PRESENTATIONS**

Director of Public Works, Gabe Johnson, introduced consultants Dan Jackson and Dan Lanning of The Willdan Group, Water Utilities Operations Manager, Doug Taylor, and Utility Customer Service Manager, Cora Snyder. He noted that they, along with Budget Director, Kathleen Mercer, Business Operations Manager, Matt Monedaro, Senior Financial Analyst, Marlon Pacheco, and Treasury and Debt Manager, Brady Olsen, all played critical roles in developing the budget.

1. **Water/Wastewater Operating & Debt Service Funds**

Mr. Gabe Johnson presented FY2022 budget information on the Water/Wastewater Operating and Debt Service Funds.

- Debt Schedule  
 Treasury and Debt Manager, Brady Olsen, discussed the Debt Schedule, and the requirements to maintain and advantages of a AAA bond rating.
- Presentation on Water/Wastewater  
 Mr. Gabe Johnson presented information on Water/Wastewater, discussed the proposed rates, and he and highlighted projects.
- Proposed FY2022 Rate  
 Mr. Gabe Johnson presented information on proposed rates for FY2022. Deputy City Manager, Cheryl De Leon, noted that goal is for the fund to be self-sustaining. Ms. Kathleen Mercer highlighted specific aspects of revenues and expenditures, including new positions.

2. **Pooled Investments Fund**

Mr. Brady Olsen explained presented FY2022 budget information on pooled investments, noting that some funds are reserved. The Pooled Investments Fund may also fund economic development.

3. **General Obligation Fund**

- Debt Schedule  
 Mr. Brady Olsen, presented FY2022 budget information on the Debt Schedule, noting the City is in a good financial position regarding debt.

4. General Fund – Overview

Ms. Kathleen Mercer, presented an overview of the General Fund. The remaining items in this section were discussed during the July 29, 2021 Finance and Government Committee meeting. Deputy City Managers Cheryl De Leon and Steve Dye discussed what information will be presented to City Council going forward.

- General Fund Summary
- Net Change
- Property Tax Projection
- Sales Tax Projection
- Multi-Year Forecast

**EXECUTIVE SESSION**

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

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

No Executive Session was held.

**CITIZEN COMMENTS**

No citizen comments were made.

**ADJOURNMENT**

Chairperson Copeland thank the staff for doing outstanding work on the budget. There being no further business, the Finance and Government Committee meeting adjourned at 2:19 p.m.

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Jeff Copeland, Chairman  
Finance & Government Committee

---

Date



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

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**MEETING DATE:** 09/07/2021

**REQUESTER:** Elsa Delgado

**PRESENTER:** Mark J. Divita, C.M. Airport Director

**TITLE:** Commercial Hangar lease with Aviator Air Flight School, LLC, for Hangar 6 South G for a term of one year to begin on August 4, 2021, and ending on September 31, 2022, with an annual rent of \$2676.00

**RECOMMENDED ACTION:** Approve

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**ANALYSIS:**

Aviator Air Flight School, LLC seeks to enter into a commercial lease agreement of airport hangar 6 South G. The hangar is approximately 928 square feet. The term of the lease is for 1 year. The lease will begin on August 4, 2021 and ending on September 31, 2022. Aviator Air Flight School, LLC is the Airport's Fixed Base Operator (FBO) and is in good standing, currently leasing terminal building suites 101 and 103 along with several other hangars. They have a fueling contract and continue to grow their business as the Fixed Base Operator (FBO) and Flight School.

**FINANCIAL CONSIDERATION:**

Revenues received under this commercial lease agreement will be in accordance with the FY2020/2021 Airport Fee Schedule. The monthly rental amount will be \$223.00, for a total annual revenue amount of \$2676.00.



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

**MEETING DATE:** 09/07/2021

**REQUESTER:** Lisa Norris

**PRESENTER:** Lisa Norris, Human Resources Director

**TITLE:** Reject all Proposals from RFP# 21124 for a Corporate Fitness Program

**RECOMMENDED ACTION:** Approve

**ANALYSIS:**

Human Resources, through our Purchasing Department, requested proposals from companies to provide a health-technology platform and “credits” (wellness currency) to be distributed to enrolled users for use at various network studios who accept such credits and offer fitness classes of interest to the user (yoga, karate, spin, aerobics, etc). This provides premium fitness experiences in an online community platform. We had used Peerfit as a sole-source provider since 2017, but more companies have begun to offer similar programs resulting in a bid.

Request for Proposals 21124 was advertised in the Fort Worth Star Telegram and Public Purchase; it was distributed to eight vendors including five HUBs. There were no Grand Prairie vendors identified for this service. Two proposals were received as shown on attachment A.

When staff reviewed the proposals and current engagement, the cost far outweighed the benefit and utilization. We had 28 actively engaged users, but the cost for either of the two proposers was going to range from \$24,000 to \$37,000. As a result of the low engagement and high cost, staff decided to research other wellness programming to reach a greater audience.

Under current Purchasing law, we must reject bids through City Council. Staff is recommending the rejection of all proposals received as part of RFP# 21124. These services will not be rebid at a later date.

**FINANCIAL CONSIDERATION:**

None

<b>Evaluation Score Card</b> Corporate Fitness Program RFP# 21124		<b>BAB Fitness Solutions</b>  <b>Irving, TX</b>	<b>Peerfit</b>  <b>Orlando, FL</b>
<b>Evaluation Criteria</b>	<b>Maximum Score</b>	<b>Score</b>	<b>Score</b>
Cost	50.00	50.00	32.14
Catalog of Services - Locations in DFW Metroplex	13.00	5.20	13.00
Catalog of Services - Virtual Offerings	13.00	7.15	13.00
Catalog of Services - Variety of Physical activities offered	14.00	6.30	14.00
Prior Experience in providing corporate fitness programs of similar size to GP	10.00	4.50	10.00
<b>Total</b>	<b>100.00</b>	<b>73.15</b>	<b>82.14</b>
<b>Complete and accurate bid</b>		✓	✓
<b>Notes</b>			

Tabulator: Anda Upchurch  
 Proposal Open Date: Monday, June 21, 2021

Proposals were publically opened and acknowledged via public teleconference at the time indicated above. The cost tabulation has been verified, by tabulator, as accurate based on the Unit Cost presented by each proposer.



**Bid Tabulation**  
Corporate Fitness Program  
RFP# 21124

Item	Description	QTY	UOM	# Users	BAB Fitness Solutions Irving, TX			Peerfit Orlando, FL		
					Unit Price	Monthly	Extended Price	Unit Price	Monthly	Annual
1	60-min Class - in person or virtual	12.00	EA		60.00	720.00	8,640.00			
2	45-min Class - in person or virtual	12.00	EA		55.00	660.00	7,920.00			
3	30-min Class - in person or virtual	12.00	EA		50.00	600.00	7,200.00			
4	PEPM	1,362.00	PEPM					1.11	1,511.82	18,141.84
5	Credits	16.00	Credits	28.00				3.50	1,568.00	18,816.00
	<b>Total</b>						<b>\$ 23,760.00</b>			<b>\$ 36,957.84</b>

**Cost assumptions:** In March 2021, the City had 1,352 total employees eligible for this benefit and 28 active users participating in our existing corporate fitness program.

**For BAB Fitness Solutions:** The Total listed is if the City were to host classes of varying lengths three times per week - three (3) 60-minute classes, three (3) 45-minute classes, and three (3) 30-minute classes - for 12-months.

**For Peerfit:** The Total listed above is if each of the 28 currently-active users use all 16 credits allotted to each user per month (which can provide up to eight in-person classes or up to unlimited access to virtual offerings, depending on the user's choice) for 12-months.



## CITY OF GRAND PRAIRIE COMMUNICATION

**MEETING DATE:** 09/07/2021

**REQUESTER:** Patrick Cornelius

**PRESENTER:** Esther Coleman, Director, Housing and Neighborhood Services

**TITLE:** Award bid for the completion of one residential reconstruction project as part of the HOME Reconstruct Program to Symone Construction Services, LLC in the amount of \$134,468.20

**RECOMMENDED ACTION:** Approve

### ANALYSIS:

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, Symone Construction Services, LLC in the amount of \$134,468.20

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 two (4) competitive bids from our contractors after sending the bid packet to all 4 eligible bidders. Sufficient funding is available and was approved in the PY19 CDBG/HOME program budget to complete the projects using 302092 HOME Grant Funding.





HOUSING AND NEIGHBORHOOD SERVICES

CONTRACTOR BID REVIEW

PROPERTY: 902 Stratford Dr – Ruiz, Juan (0%) (30791)

Bid Date: 7/6/2021 Bid Deadline: 8/2/2021 Bid Opening: 8/3/2021

No. of Bids Faxed or Emailed: 8 No. of Bids Returned: 4

Department Estimate: 10% High: 10% Low:

Table with 3 columns: BIDDING CONTRACTORS, BID AMOUNT, ELIGIBILITY. Lists contractors and their bid amounts, with \$134,468.20 highlighted.

Handwritten signature above STAFF MEMBER REVIEWING

Handwritten signature above MANAGER REVIEWING

Handwritten signature above DIRECTOR REVIEWING

**Attachment B****RECONSTRUCT PROCEDURES**

- 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  
COMMUNICATION**

**MEETING DATE:** 09/07/2021

**REQUESTER:** Dwayne Tyner, Sr. Right of Way Agent

**PRESENTER:** Gabe Johnson, Director of Public Works

**TITLE:** Right of Way acquisition approval for the purchase of permanent right of way required for the extension of Stadium Drive from First Christian Church of Grand Prairie in the not to exceed amount of \$62,000

**RECOMMENDED ACTION:** Approve

**ANALYSIS:**

This project was approved for acquisition by negotiation or condemnation on the September 17, 2019, City Council Agenda for Capital Improvement Budget Projects FY 2019/2020. First Christian Church of Grand Prairie has subsequently agreed to sell 0.097 acre (4,236 s.f.) for permanent right of way for \$57,374. This amount is reasonable and is the appraised amount determined by an independent appraisal of the right of way. The City will pay all title insurance expenses and closing costs.

**FINANCIAL CONSIDERATION:**

Funding in the not to exceed amount of \$62,000 is available in Street Capital Projects Fund (400192) W.O. 01908103 (Stadium Drive Extension from Tarrant Road to IH 30 FR).

## CITY OF GRAND PRAIRIE CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 400192 / 01908103  
 Project Title: Stadium Dr Extension  
 Current Request: \$0.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
68540 Construction	\$1,432,640	\$1,432,640	\$0	\$1,432,640	\$1,432,640
68560 Eng/Con/Geo	\$192,810	\$53,160	\$0	\$53,160	\$192,810
68999 Labor	\$85,550	\$75,144	\$0	\$75,144	\$85,550
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
<b>TOTAL</b>	<b>\$1,711,000</b>	<b>\$1,560,944</b>	<b>\$0</b>	<b>\$1,560,944</b>	<b>\$1,711,000</b>



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

**MEETING DATE:** 09/07/2021

**REQUESTER:** Amy Sprinkles

**PRESENTER:** Amy Sprinkles, Director of Communications and Marketing

**TITLE:** Purchase of digital message boards from Lantek Communications in the amount of \$64,287.27 with a contingency of \$6,400 through a national cooperative agreement with TIPS

**RECOMMENDED ACTION:** Approve

**ANALYSIS:**

The digital message boards in the Lake Ridge Marquee sign are broken and need to be replaced. One side does not work, and the other side has sporadic blank squares. The existing technology is no longer supported in parts. We would replace with the newest version of the digital LED message board technology, keeping any parts from the existing signs in storage as replacement parts for our other signs.

The city uses our digital marquee signs as a vital and primary communication tool for our citizens. Lantek Communications, a Grand Prairie company, installed the original sign and offers the new technology, parts and labor for these signs through their national cooperative TIPS contract # 200904.

Chapter 271.102 of the Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization. In lieu of competitive bidding, items and services may be purchased through such agreements as the agreements have already been bid by the sponsoring entity or agency. The City of Grand Prairie has master inter-local cooperative agreements with various entities including TIPS.

The TIPS and TAPS purchasing cooperatives have joined together government entities, in multiple states, to increase their buying power in acquiring products and services; lowering administrative procurement costs; and improving OVERALL business performance at each entity. Other benefits include: Centralized Vendor Listing; e-Commerce Store; Toll-Free Help Line; Competitively Bid Procurement Process and Vendor/Member Reporting Service.

The TIPS contract # 200904 began December 18, 2020, and will expire November 30, 2023, with one (1) additional one-year extension available.

**FINANCIAL CONSIDERATION:**

Funding in the total amount of \$64,287.27 with a contingency of \$6,400 is available in the Municipal Facilities Capital Projects Fund (405090) W.O.#02102103 (FY21 Video Message Boards).

## CITY OF GRAND PRAIRIE CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 405090 / 02102103  
 Project Title: FY21 Video Message Boards  
 Current Request: \$0.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
68390 Signs	\$1,597,213	\$1,597,213	\$0	\$1,597,213	\$1,597,213
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
<b>TOTAL</b>	<b>\$1,597,213</b>	<b>\$1,597,213</b>	<b>\$0</b>	<b>\$1,597,213</b>	<b>\$1,597,213</b>



## CITY OF GRAND PRAIRIE COMMUNICATION

**MEETING DATE:** 09/07/2021

**REQUESTER:** Anda Upchurch

**PRESENTER:** Anda Upchurch, Senior Buyer

**TITLE:** Reject all Bids from RFB# 21144 and 21162 for Car Wash services

**RECOMMENDED ACTION:** Approve

### ANALYSIS:

Staff requested bids to obtain an annual price agreement for the purchase of car wash services for the City of Grand Prairie vehicles. We have maintained price agreements with local suppliers for this service since 2006. The existing price agreements are in their fourth and final renewal-term, and therefore required staff to rebid the service this year.

Notice of bid 21144 was advertised in the Fort Worth Star Telegram and Public Purchase; it was distributed to 14 vendors including 3 Grand Prairie vendors and 3 HUBs. One bid was received as shown on attachment A.

Our bid pricing sheet includes space for the vendor to provide a "Unit Price" for each item, and an "Extended Price" which is calculated by multiplying the unit price by the quantity provided. The responsive bidder listed their standard price for services as the "Unit Price" bid and entered a discounted price in the "Extended Price" column. Local Government Code Section 252.043 (g) states that "A bid that has been opened may not be changed for the purpose of correcting an error in the bid price." Additionally, our Solicitation Standard Terms and Conditions include an Error-Quantity provision stating "Submittals must be made on units of quantity specified, extend, and show total(s). In the event of discrepancies in extension, the unit price shall govern.". Staff determined that it is not in the City's best interest to award a contract to this supplier at the "Unit Price" listed in their bid.

Notice of bid 21162 was advertised in the Fort Worth Star Telegram and Public Purchase; it was also distributed to 14 vendors including 3 Grand Prairie vendors and 3 HUBs. Two bids were received as shown on attachment A.

The vendor who responded to the previous RFB completed the RFB# 21162 pricing form correctly; however, the second vendor that did not respond to the previous RFB listed their standard price for services as the "Unit Price" bid and entered a discounted price in the "Extended Price" column. Purchasing staff surveyed the City departments that use this service in order to determine if awarding a contract only to the vendor offering a discounted price would meet their needs and it was determined



that it is in the City's best interest to award a contract to multiple suppliers to meet the geographic needs of our various departments.

Staff is recommending the rejection of all bids received as part of RFB# 21144 and 21162. These services will be rebid at a later date with clearer instructions on how to complete the bid pricing form.

**FINANCIAL CONSIDERATION:**

None



**Bid Tabulation**  
 Car Wash Services  
 RFB # 21144

Parkway Car Wash  
 Grand Prairie

Item	Description	QTY	UOM	Unit Price	Extended Price
1	Full-Service Wash	2,500.00	EA	16.99	42,475.00
2	Full-Service Detail	15.00	EA	69.99	1,049.85
3	Mini-Detail	15.00	EA	99.00	1,485.00
	<b>Total</b>				<b>\$ 45,009.85</b>

**Add-Alternate: Onsite Services at the PSB**

Item	Description	QTY	UOM	Unit Price	Extended Price
1	Full-Service Wash	1,000.00	EA		-
2	Full-Service Detail	15.00	EA		-
3	Mini-Detail	15.00	EA		-
	<b>Total</b>				<b>\$ -</b>



**Bid Tabulation**  
 Car Wash Services  
 RFB # 21162

				Parkway Car Wash Grand Prairie		Supershine Car Wash Grand Prairie	
Item	Description	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price
1	Full Service Wash	2,500	EA	8.00	20,000.00	18.00	45,000.00
2	Full Service Detail	15	EA	34.99	524.85	180.00	2,700.00
3	Mini-Detail	15	EA	49.99	749.85	50.00	750.00
	<b>Total</b>				<b>\$ 21,274.70</b>		<b>\$ 48,450.00</b>

**Add-Alternate: Onsite Services at the PSB**

Item	Description	QTY	UOM	Unit Price	Extended Price	Unit Price	Extended Price
1	Full-Service Wash	1,000.00	EA	No Bid		No Bid	
2	Full-Service Detail	15.00	EA				
3	Mini-Detail	15.00	EA				
	<b>Total</b>				<b>\$ -</b>		<b>\$ -</b>



CITY OF GRAND PRAIRIE  
COMMUNICATION

---

**MEETING DATE:** 09/07/2021

**REQUESTER:** Andrew Fortune

**PRESENTER:** Andrew Fortune, Assistant to the City Manager

**TITLE:** Authorize Sublease agreement between 321 Firehouse GP LLC and Dimitrios VaGenas LLC d/b/a “My Kuzina” for a portion of the premises owned by the City and leased to Firehouse Gastro Park LLC at 321 W. Main Street, in accordance with the terms of the original lease between the City and Firehouse Gastro Park LLC

**RECOMMENDED ACTION:** Approve

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**ANALYSIS:**

Authorize Sublease agreement between 321 Firehouse GP LLC and Dimitrios VaGenas LLC d/b/a “My Kuzina” for a portion of the premises owned by the City and leased to Firehouse Gastro Park LLC at 321 W. Main Street, in accordance with the terms of the original lease between the City and Firehouse Gastro Park LLC

Aug 1 2021, 321 Firehouse GP LLC will collect 10% of all sales from from My Kuzina LLC Sales to include all food prepared, served or shipped from 321 W Main St Grand Prairie Tx 75050 The 10% + 1,000.00 per-month rent will fall under FHGP gross revenue for the purposes of FHGP financial reporting.

**FINANCIAL CONSIDERATION:**

NA





## CITY OF GRAND PRAIRIE COMMUNICATION

**MEETING DATE:** 09/07/2021

**REQUESTER:** Andy Henning

**PRESENTER:** Andy Henning, Senior Building and Construction Projects Manager

**TITLE:** Amendment No. 2 with Brown Reynolds Watford (BRW) Architects in the amount of \$39,800 for expanded and extended construction administration services associated with the new Fire Station 3 facility being constructed at the northeast corner of State Highway 161 and West Marshall Drive

**RECOMMENDED ACTION:** Approve

### ANALYSIS:

On February 5, 2019, the City Council awarded a professional design services contract to BRW Architects (19-8643) for full design and construction administration services for the new Fire Station 3 facility to be located at the northeast corner of State Highway 161 and West Marshall Drive. The City then coordinated a net zero-dollar change order to the BRW contract on December 16, 2019, in which an increase in the project size and scope was accounted for along with the elimination of initially proposed design services that were deemed to no longer be required. The City also approved Additional Service No. 1 to the BRW professional design services contract on March 11, 2021, in the amount of \$8,800 for detailed construction manager, plumbing subcontractor and architectural/structural engineering coordination required.

The current Additional Service No. 2 in the amount of \$39,800 represents construction administration work required by BRW Architects and their structural engineering consultant due to multiple non-conforming construction items. The non-conforming construction items have led to expanded and extended construction administration services on the part of the design team for which additional services are warranted.

Because the additional design team fees associated with the non-conforming construction items should not be a cost the City is responsible for, the construction manager at risk hired by the City to oversee the project (AUI Partners) has agreed that the \$39,800 will be reimbursed in full to the City. This reimbursement will be part of a final project change order that will be processed with the construction manager at risk at the point of completion of the project. That change order, once finalized, will be brought to City Council for review and recommended approval as part of the project closeout process.

This item was taken to the Finance and Government Committee on September 7, 2021, for their review and recommendation for approval.

**FINANCIAL CONSIDERATION:**

Funding in the total amount of \$39,800 is available as follows:

1. \$19,695.00 is available in Fire Capital Projects Fund (400591) W.O. 01800401 (Station Relocation 3) Contract 354353 Contingency.
2. \$20,105 is available in Fire Capital Projects Fund (400591) W.O. 01800401 (Station Relocation 3) 68560

## CITY OF GRAND PRAIRIE CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 400591 / 01800401-03  
 Project Title: Station Relocation FS 3  
 Current Request: \$0.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
01:					
61039 Prof Services	\$6,300	\$0	\$0	\$0	\$6,300
68090 Land Purchase	\$298,429	\$0	\$0		
68560 Eng/Con/Geo	\$922,293	\$20,105	\$0	\$20,105	\$922,293
03:					
60530 Small FFE	\$117,826	\$54,361	\$0	\$54,361	\$117,826
63010 Bldgs/Grounds Maint	\$3,002	\$0	\$0		
68290 FFE	\$23,039	\$1	\$0	\$1	\$23,039
68380 Security Equip	\$96,231	\$1	\$0		
68410 Data Proc Equip	\$40,108	\$0	\$0	\$0	\$40,108
68540 Construction	\$8,089,876	\$0	\$0		
				\$0	\$0
				\$0	\$0
<b>TOTAL</b>	<b>\$9,597,104</b>	<b>\$74,468</b>	<b>\$0</b>	<b>\$74,467</b>	<b>\$1,109,566</b>





**CITY OF GRAND PRAIRIE  
ORDINANCE**

**MEETING DATE:** 09/07/2021

**REQUESTER:** Caryl DeVries, P.E., Sr. Transportation Engineer

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

**TITLE:** Ordinance amending the FY 2020/2021 Capital Improvement Projects Budget; Contract with Kimley-Horn and Associates for SH 180 (Main Street) CCTV/DMS between Great Southwest Pkwy to east of Hensley Drive in the amount of \$87,238

**RECOMMENDED ACTION:** Approve

**ANALYSIS:**

The City Council at their November 17, 2020 meeting approved an agreement with the Texas Department of Transportation (TxDOT) for the installation of four Closed-Circuit TV (CCTV) cameras and five Dynamic Message Signs (DMS) along SH180 (Main Street) from Great SW Parkway to east of Hensley Drive.

**DMS Locations:**

1. SH 180 east of Hensley (WB)
2. SH 180 at NE 28<sup>th</sup> St. (EB)
3. SH 180 at NE 14<sup>th</sup> St. (WB)
4. SH 180 at NE 5<sup>th</sup> St. (EB)
5. SH 180 at NW 19<sup>th</sup> St. (EB)

**CCTV Locations:**

1. SH 180 at MacArthur
2. SH 180 at NE 22<sup>nd</sup> St.
3. SH 180 at NW 4<sup>th</sup> St.
4. SH 180 at NW 23<sup>rd</sup> St.

This is a Congestion Mitigation and Air Quality (CMAQ) Improvement Program On-System Project. The installation of DMS and CCTV will reduce congestion from incidents, provide information to motorists, and deliver video of traffic to Traffic Management Centers to enhance mobility along this corridor. The overall project cost is \$574,118 of which \$440,000 is federally funded, \$134,118 is state funded, and \$0 is locally funded.

Because engineering funding is included in the federal and state funding of this project, a full Request for Qualifications was posted and all submitting engineering firms reviewed. The firm of Kimley-Horn and Associates was chosen, and this selection has been approved by TxDOT. Kimley-Horn and Associates submitted a proposal to provide design and construction support services for this project in the amount of \$87,238. The project budget includes \$48,000 toward engineering services paid with state and federal monies, and the remaining \$39,238 necessary for the engineering phase is the responsibility of the City.

**FINANCIAL CONSIDERATION:**

The design and construction engineering fee contract with Kimley-Horn and Associates is in the amount of \$87,238 for CCTV and DMS on SH 180 from Great SW Parkway to east of Hensley Drive. Of this amount, \$48,000 is covered with federal and state monies, and the remaining \$39,238 is available by approving an ordinance transferring and appropriating from the unobligated fund balance in the Street Capital Project Fund (400192) to Grant (300596) 36521016 (CCTV/DMS Main Street).

**BODY**

**AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2020/2021 CAPITAL IMPROVEMENT PROJECTS BUDGET BY TRANSFERRING AND APPROPRIATING \$39,238 FROM THE UNOBLIGATED FUND BALANCE IN STREET CAPITAL PROJECTS FUND (400192) TO GRANT (300596) 36521016 (CCTV/DMS MAIN STREET)**

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

**SECTION 1.** THAT THE FY 2020/2021 Capital Improvement Projects Budget be amended by transferring and appropriating \$39,238 from the unobligated fund balance in the Street Capital Projects Fund (400192) to Grant (300596) 36521016 (CCTV/DMS Main Street).

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, SEPTEMBER 7TH, 2021.**

**CITY OF GRAND PRAIRIE  
CAPITAL PROJECTS BUDGET SUMMARY**

Fund/Activity Account: 300596 / 36521016  
 Project Title: CCTV/DMS Main Street  
 Current Request: \$39,238.00

<b>ACCOUNT DESCRIPTION</b>	<b>1 CURRENT BUDGET</b>	<b>2 AVAILABLE BALANCE</b>	<b>3 CURRENT REQUEST</b>	<b>2+3 REVISED BALANCE</b>	<b>1+3 AMENDED BUDGET</b>
61041 Prof Services	\$48,000	\$48,000	\$39,238	\$87,238	\$87,238
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
<b>TOTAL</b>	<b>\$48,000</b>	<b>\$48,000</b>	<b>\$39,238</b>	<b>\$87,238</b>	<b>\$87,238</b>



**CITY OF GRAND PRAIRIE  
RESOLUTION**

**MEETING DATE:** 9/7/2021

**REQUESTER:** Sheryl Osborn

**PRESENTER:** Cheryl De Leon, Deputy City Manager

**TITLE:** A Resolution of the City of Grand Prairie, Texas, authorizing the \$18,354,828 in funds received from the American Rescue Plan Act to be allocated and expended as proposed

**RECOMMENDED ACTION:** Approve

**ANALYSIS:**

The City of Grand Prairie has received \$18,354,828 in funds from the American Rescue Plan. The City anticipates receiving an additional \$19,186,172 in 2022 (not yet allocated by the U.S. Treasury) for a total of \$37,541,000.

**HISTORY:**

The American Rescue Plan Act (ARPA) of 2021 was signed into law in March 2021. Funding was distributed into two tranches and allocated in calendar years 2021 & 2022. ARPA funding must be spent by the end of calendar year 2024. Criteria for the use of funds are identified in ARPA documentation provided by U.S. Treasury Department. Examples of eligible uses include projects or initiatives that support: public health initiatives, negative economic impact due to COVID-19, serve disproportionately impacted areas, improve infrastructure, allow revenue replacement, and pay for related administrative costs.

Some of the projects described in the project list are specifically eligible projects under ARPA. The projects that are not specifically eligible are paid from funds identified with the Finance Department as revenue replacement funds under the ARPA guidelines.

**FINANCIAL CONSIDERATION:**

The City of Grand Prairie has received \$18,354,828 from the American Rescue Plan Act and proposed designated expenditures for those funds.

**A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, AUTHORIZING THE \$18,354,828 IN FUNDS RECEIVED FROM THE AMERICAN RESCUE PLAN ACT TO BE ALLOCATED AND EXPENDED AS PROPOSED**

**WHEREAS**, the City of Grand Prairie has received \$18,354,828 in funding through the American Rescue Plan Act;

**WHEREAS**, this funding allows the City of Grand Prairie to improve areas in public health, negative economic impact due to COVID-19, serve disproportionately impacted areas, improve infrastructure, allow revenue replacement, and pay for related administrative costs;

**WHEREAS**, the proposed projects outlined in Exhibit “A” are necessary due to multiple impacts from COVID-19 to the City of Grand Prairie;

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

**SECTION 1.** The City Council of the City of Grand Prairie, Texas, approves and authorizes the ARPA funds to be expended, as proposed in Exhibit “A” as of September 7, 2021.

**SECTION 2.** 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 7<sup>TH</sup> DAY OF SEPTEMBER, 2021.**

## **EXHIBIT A – EXPENDITURE CRITERIA AND PROPOSED AMERICAN RESCUE PLAN ACT FUND PROJECTS**

The funds must be spent by December 31, 2024. Criteria for use of funds is identified in APRA documentation. Listed below are the proposed projects:

1. Mountain Creek Retirement Living Center
  - \$2,500,000
    - Potential improvements : upgrades to facility
  
2. Building Block Replenishment, Community Revitalization
  - \$1,000,000
    - Potential improvements: Building Blocks Neighborhood Rebate Program, World Class Audit Grant Program, Downtown Signage Program, Infrastructure improvements and/or downtown revitalization events
  
3. Transportation Monitoring Center
  - \$1,300,000
    - Upgrading ability to monitor and control traffic
  
4. Radial Café, Grand Prairie Airport
  - \$100,000
    - Improvements and replacement of kitchen equipment
  
5. Property Acquisition, Downtown Redevelopment
  - \$5,000,000
    - Purchase of downtown properties for redevelopment
  
6. Food and Rental Assistance
  - \$500,000
    - Assistance to residents due to COVID impacts
    - \$100,00 to be set aside for hotel room nights for homeless citizens during inclement weather
  
7. Turner Park
  - \$1,500,000
    - Master Plan update
    - Potential improvements: playground; family pavilion, restroom, trail development
  
8. Fish Creek Linear Park
  - \$500,000
    - Potential improvements: Playground renovations, family pavilion renovations, site furniture
  
9. Lynn Creek Parkway
  - \$400,000
    - Potential improvements: Large event enclosed pavilion, restrooms

#### 10. Mi Familia Park

- \$1,000,000
  - Potential improvements: Master Plan update, family pavilion, playground renovation, lighting, Visual / cultural art, entry feature(s) / signage, Landscape / open space enhancements

#### 11. Britton Park

- \$1,000,000
  - Additional Funds will be received from the City of Mansfield / MOU
  - Potential improvements: Restrooms, parking lot renovation, courtesy dock / fishing pier, trail development

#### 12. Hill Street

- \$500,000
  - Potential improvements: Street / lighting improvements, playground enhancements, park signage

#### 13. Tyre Park

- \$2,000,000 in state grant funds have been received.
  - Potential improvements: Renovation for : Basketball court, pavilion, restroom & pool and/or splash pad option, sport practice area development



## CITY OF GRAND PRAIRIE COMMUNICATION

**MEETING DATE:** 09/07/2021

**REQUESTER:** Gabe Johnson

**PRESENTER:** Gabe Johnson, Director of Public Works

**TITLE:** Thirty year treated water purchase contract with the City of Midlothian with automatic 5-year renewals with initial volume rate of \$2.620 per 1,000 gallons with initial annual daily average demand being 1.33 MGD and initial maximum day demand is 2.0 MGD. Raw water rate will be \$1.25448 per 1,000 gallons

**RECOMMENDED ACTION:** Approve

### ANALYSIS:

Subsequent to the annexation of portions of the South Sector in Ellis County, we approached the City of Dallas with regard to supplying water to this area and were advised that this was out of the Dallas Service area and that water for this area would need to be supplied from other sources, in particular we would need to work with entities being supplied by Tarrant Regional Water District (TRWD) as this is in their service area. We then negotiated for a water supply with Mansfield and Midlothian which are TRWD customers. We were successful in getting contracts with both entities committing these cities to supply water to the area, Mansfield supplying from the west and Midlothian from the east side.

The Midlothian Contract (approved in September 2005) committed that City to supply water to the area as well as transfer their long-standing Certificate of Convenience and Necessity (CCN) to Grand Prairie [Note: a CCN is a State issued document that creates a right to serve a given area with utility services]. However, that contract did not specify water quantities, due to uncertainties regarding Midlothian's raw water supplies at the time. This created the necessity to amend or replace the contract at a future date.

Grand Prairie's growth south of Tangle Ridge Golf Course has created a critical need for Midlothian water earlier than would otherwise be required. Because this area is at the far reaches of the water distribution system, maintenance of adequate water pressure as well as disinfectant residuals is very difficult and requires that water being moved down Lake Ridge Blvd be supplemented by another source. For this reason, it was necessary to go ahead and build a water line from the Midlothian Water Treatment Plant that will create a southern supply for this area.

In March 2014, Council approved a new contract (14-3426) that allowed us to replace the existing Midlothian Water Contract with a new contract with specified water quantities and limitations as well as initial rates that would provide more certainty for both parties.

Midlothian and Grand Prairie have two (2) existing treated water contracts, entitled "Midlothian-Grand Prairie Interlocal Cooperative Treated Water Agreement to Supply Ellis County Freshwater District No. 1



and Johnson County Freshwater District No. 2”, (City/District Contract), which is dated September 30, 2005 and “Agreement for the Sale and Delivery of Treated Water to the City of Grand Prairie by the City of Midlothian” (Midlothian/Grand Prairie Contract), which is dated March 25, 2014 (existing contracts). The existing contracts do not meet the present needs of all Parties due to changed conditions and Grand Prairie and Midlothian desire to replace these existing contracts to meet current needs and conditions.

It will be in the best interest of both Midlothian and Grand Prairie to enter into a new mutually satisfactory agreement by means of which Grand Prairie may obtain treated water from Midlothian, replacing the existing contracts.

The proposed contract initial volume rate will be \$2.620 per 1,000 gallons with initial annual daily average demand being 1.33 MGD and initial maximum day demand is 2.0 MGD. Raw water rate will be \$1.25448 per 1,000 gallons.

**FINANCIAL CONSIDERATION:**

Funding for this contract will be available from FY 2020/2021 Water Wastewater Operating Budget - Revenue Management (361010) 60785 Water Purchases-Dallas.

**Agreement for the Sale and Delivery of Treated Water to  
the City of Grand Prairie by  
the City of Midlothian**

STATE OF TEXAS           §  
  §  
COUNTY OF ELLIS       §

THIS AGREEMENT (the “Agreement”) entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”) by and between the City of Midlothian, a home rule municipality operating under and governed by the laws and Constitution of the State of Texas (“Midlothian”), and the City of Grand Prairie, a home rule municipality operating under and governed by the laws and Constitution of the State of Texas (“Grand Prairie”) hereinafter collectively referred to as the (“Parties”), evidences a binding agreement between the Parties regarding the sale and delivery of treated water. For good and valuable consideration and in consideration of the agreements contained in this Agreement, the adequacy, receipt, and sufficiency of which are acknowledged, the Parties hereby agree as follows:

**Recitals**

**WHEREAS**, Midlothian is a home rule municipality operating under and governed by the laws and Constitution of the State of Texas, with its corporate limits and ETJ (defined herein) in Ellis County, Texas; and

**WHEREAS**, Grand Prairie is a home rule municipality operating under and governed by the laws and Constitution of the State of Texas, with its corporate limits and ETJ extending in portions of Dallas, Ellis, Johnson, and Tarrant Counties, Texas; and

**WHEREAS**, Midlothian owns, operates, and maintains facilities for storing, treating and transmitting Treated Water (defined herein); and

**WHEREAS**, Midlothian is agreeable to providing Treated Water to Grand Prairie, provided that rights to Raw Water (defined herein) to be treated on behalf of Grand Prairie shall be secured by Grand Prairie at their sole expense and all existing water rights that Midlothian has in Joe Pool Reservoir and other sources are specifically excluded from this Agreement; and

**WHEREAS**, Midlothian and Grand Prairie have two (2) existing treated water contracts, entitled, “Midlothian-Grand Prairie Interlocal Cooperative Treated Water Agreement to Supply Ellis County Freshwater District No. 1 and Johnson County Freshwater District No. 2” (“City/District Contract”), which is dated September 30, 2005 and “Agreement for the Sale and Delivery of Treated Water to the City of Grand Prairie by the City of Midlothian” (“Midlothian/GP Contract”), which is dated March 25, 2014 (collectively, the “Existing Contracts”); and

**WHEREAS**, the Existing Contracts do not meet the present needs of all Parties due to changed conditions and Grand Prairie and Midlothian desire to replace these Existing Contracts in order to meet current needs and conditions; and

**WHEREAS**, it is deemed to be in the best interest of both Midlothian and Grand Prairie that said Parties do enter into a new mutually satisfactory agreement by means of which Grand Prairie may obtain Treated Water from Midlothian, replacing the Existing Contracts; and

**WHEREAS**, Grand Prairie desires to purchase wholesale from Midlothian Treated Water in sufficient quantities to supply customers located within Grand Prairie's corporate limits and ETJ; and

**WHEREAS**, Grand Prairie desires to resell on a wholesale or retail basis, Treated Water purchased from Midlothian under this Agreement to customers in the Grand Prairie corporate limits, the Grand Prairie ETJ, and the Grand Prairie Water CCN boundaries; and

**WHEREAS**, there is an existing 24" diameter pipeline owned by Grand Prairie, paralleling U.S. 287 and extending from a 12" line owned by Midlothian ("Line I") to a delivery point northwest of the westernmost corporate limits of Midlothian on U.S. Highway 287 (hereinafter known as "Delivery Point A"); and

**WHEREAS**, there is an existing 16" diameter pipeline owned by Grand Prairie ("Line II") that delivers Treated Water from the Midlothian Tayman Plant ("Delivery Point B") to Grand Prairie's existing water distribution system; and

**WHEREAS**, the Parties may choose to share in certain costs and cooperate in the construction of all or segments of an additional water transmission pipeline to be generally located along the western corporate limits of Midlothian and the eastern corporate limits and/or ETJ of Grand Prairie ("West Side Supply Line") to provide Treated Water to Grand Prairie's water distribution system at Delivery Point A and other delivery point(s) to be determined in accordance with this Agreement as well as provide local water service and the transmission of Treated Water for Midlothian; and

**WHEREAS**, Midlothian and Grand Prairie concur that the terms, conditions and considerations stated herein are fair, just and reasonable and will mutually benefit the Parties and serve the public interest.

**NOW, THEREFORE**, pursuant to *Chapter 791, Texas Government Code*, and as otherwise authorized and permitted by the laws of the State of Texas for and in consideration of the covenants, conditions and undertakings hereinafter described, and subject to each and every term and condition of this Agreement, the Parties contract, covenant and agree as follows:

## ARTICLE 1 Findings and Purpose

- 1.1 Recitals.** The recitals hereinabove set forth are incorporated herein for all purposes and are found to be true and correct.
- 1.2 No Grant of Equity or Ownership.** Unless otherwise stated, no provision of this Agreement shall be construed to create any type of joint or equity ownership of any property or any partnership or joint venture. Unless otherwise stated, neither this Agreement, nor any acts of the Parties hereunder, nor Grand Prairie's payments, shall be construed as granting to or otherwise vesting in Grand Prairie any right, title, interest, or equity in the Midlothian Raw Water System (defined herein) nor in the Midlothian Treated Water System (defined herein) or any element thereof.
- 1.3 Purpose.** This Agreement provides the terms and conditions whereby Treated Water may be purchased by Grand Prairie from Midlothian.
- 1.4 City/District Contract and Midlothian/GP Contract.** The Parties agree that this Agreement shall replace the City/District Contract and the Midlothian/GP Contract in their entireties, with these Existing Contracts terminating on the Effective Date of this Agreement.

## ARTICLE 2 Definitions and Interpretation

- 2.1 Definitions.** The following terms and expressions used in this Agreement, unless the context indicates otherwise, shall mean:

*Agreement* means this "Agreement for the Sale and Delivery of Treated Water" and any subsequent amendments agreed to in writing by the Parties.

*Annual Daily Average* means the measured annual usage as determined through Meter readings divided by the total number of days in the year.

*AWWA* means the American Water Works Association.

*Business Day* means any Day other than Saturdays, Sundays and legal holidays that are observed by both Grand Prairie and Midlothian.

*City/District Contract* – shall have the meaning provided in the Recitals of this Agreement.

*CCN* means certificate of convenience and necessity.

*Cost of Service Study* means that study performed pursuant to Article 5.2(b) of this Agreement.

*Cost of the System* means all costs of acquiring, constructing, developing, permitting, implementing, expanding, improving, enlarging, bettering, extending, replacing, repairing, maintaining and operating the Midlothian Raw Water System and the Midlothian Treated Water System. The costs of property, interests in property, water and water rights, capitalized interest, land, easements and rights-of-way, damages to land and property, leases, treatment and other facilities, equipment, telemetry, machinery, pumps, pipes, tanks, lines, meters, taps, valves, fittings,

mechanical devices, office equipment, assets, contract rights, wages and salaries, employee benefits, chemicals, storage, materials, supplies, power, supervision, engineering, testing, auditing, franchises, charges, assessments, claims, insurance, financing, consultants, administrative expenses, auditing expenses, legal expenses, amounts for an operation and maintenance reserve fund, amounts for a debt service reserve fund, amounts for principal and interest on bonds issued by Midlothian to pay for the Costs of the System, amounts required for bond coverage reflective of Midlothian's policies and obligations to pay for Costs of the System, bond issuance expenses, amounts for working capital, appropriate general and administrative costs of Midlothian and other similar or dissimilar expenses and costs related to providing wholesale water service required for the Midlothian Raw Water System and the Midlothian Treated Water System.

*Day* means a 24-hour period from 12:00 a.m. to 11:59 p.m.

*Delivery Point(s)* means the point(s) at which Midlothian agrees to deliver, and Grand Prairie agrees to receive, Treated Water under this Agreement.

*Delivery Point A* shall have the meaning provided in the Recitals of this Agreement, as shown on Exhibit A, attached hereto and incorporated herein for all purposes.

*Delivery Point B* shall have the meaning provided in the Recitals of this Agreement, as shown on Exhibit B, attached hereto and incorporated herein for all purposes.

*Effective Date* means the date that this Agreement has been signed by both Parties acting under authority provided by the governing bodies of the respective Parties.

*Emergency* means a bona-fide emergency condition created by unforeseeable mechanical failure, by unprecedented high rate of Treated Water usage, such as a major fire or a major water main break, or by circumstances beyond the Parties' control.

*ETJ* means extraterritorial jurisdiction.

*Existing Contracts* shall have the meaning provided in the Recitals of this Agreement.

*Expiration Date* means the last effective date of this Agreement as specified in Article 8.1, absent the renewal of this Agreement.

*Fiscal Year* is the fiscal year of Midlothian from October 1 through September 30.

*Initial Maximum Day Demand* means the estimated daily maximum usage specified in Article 5.2(a) of this Agreement.

*Initial Rates* means the rates set under Article 5.2(a) of this Agreement until the recalculated rates, from the first Cost of Service Study that is completed after the Effective Date of this Agreement, become effective.

*Maximum Allowed Daily Demand* means a Maximum Day Usage, which shall be 1.5 times the Annual Daily Average amount as established during the preceding Rate Year, unless a mutually agreed upon change is made by the Parties in writing.

*Maximum Day Usage* means the highest amount of Treated Water delivered to Grand Prairie at the Delivery Point(s) during any Day, as determined through Meter readings.

*Meter(s)* means the metering facility or devices installed or to be installed at each Delivery Point to measure the amount of Treated Water delivered to Grand Prairie by Midlothian as provided in this Agreement.

*Midlothian/GP Contract* – shall have the meaning provided in the Recitals of this Agreement.

*Midlothian Raw Water System* means all facilities, structures, improvements, property, rights, certificates of adjudication, permits, licenses, contracts and other property of any nature whatsoever, now or hereafter owned by Midlothian, in connection with the storage, diversion, transportation, and delivery of Raw Water. All existing water rights that Midlothian has in Joe Pool Reservoir and other sources are specifically excluded from this Agreement.

*Midlothian Supply Line I or Line I* means an existing 24” diameter pipeline owned by Grand Prairie, paralleling U.S. 287 and extending from a 12” line owned by Midlothian to Delivery Point A, as is more particularly described by Exhibit A, attached hereto and incorporated herein for all purposes.

*Midlothian Supply Line II or Line II* means an existing 16” diameter water transmission line owned by Grand Prairie that transports Treated Water from Delivery Point B at Midlothian’s Tayman Water Treatment Plant to a location within Grand Prairie’s city limits, as is more specifically depicted in Exhibit B, attached hereto and incorporated herein for all purposes.

*Midlothian Treated Water System* means all facilities, structures, improvements, property, rights, permits, licenses, and other property of any nature whatsoever, now or hereafter owned by Midlothian, in connection with the diversion, storage, transportation, treatment, and delivery of Treated Water.

*Municipal Customer* means any entity receiving wholesale water service from Midlothian including wholesale customers of either entity.

*Party* means either Midlothian or Grand Prairie, and “Parties” means Midlothian and Grand Prairie, collectively.

*Rate of Flow* means usage on a per minute basis (i.e., gallons per minute (gpm)).

*Rate Year* means each twelve-month period beginning October 1 and ending September 30 of the next calendar year.

*Raw Water* means water that is purchased by Midlothian from TRWD and Grand Prairie’s raw water rights in Joe Pool Reservoir, in its natural state prior to treatment.

*Raw Water Charge* means the charge calculated by applying the Raw Water Rate to the number of gallons of Treated Water provided to Grand Prairie by Midlothian, as measured by each Meter and billed on a monthly basis.

*Raw Water Rate* means the raw water rate charged to Midlothian for Raw Water by TRWD.

*Regulatory Requirements* means all applicable requirements and provisions of federal, state, and county constitutions, laws, statutes, rules, regulations and ordinances enacted or issued from time to time, including, without limitation, all applicable sections of the Texas Water Code and the rules and regulations of the Texas Commission on Environmental Quality, and the Texas Administrative Code, and all judicial and administrative orders, judgments, and decrees of any governmental authority having jurisdiction concerning the matters contained herein issued from time to time.

*TCEQ* means the Texas Commission on Environmental Quality or its successor agency(ies).

*Treated Water* means Raw Water that has been treated and purified to at least Drinking Water Standards as required by applicable TCEQ rules and regulations for Public Water Systems, as amended from time to time.

*TRWD* means Tarrant Regional Water District.

*TRWD Buy-In* means charges by the TRWD for reserving a quantity of Raw Water for use by the payer.

*Volume Charge* means the charge calculated by applying the Volume Rate to the number of gallons of Treated Water provided to Grand Prairie by Midlothian as measured by each Meter (or as estimated in accordance with Section 4.3 of this Agreement) and billed on a monthly basis.

*Volume Rate* means the dollar amount per 1,000 gallons applied to Grand Prairie's usage of Treated Water in order to calculate the Volume Charge. The Volume Rate excludes Midlothian's Raw Water costs, which are captured within the Raw Water Rate.

*Water* means either Raw Water or Treated Water, or both Raw Water and Treated Water, as indicated by the context in which the word appears.

*Water Conservation* means those practices, techniques, and technologies that will reduce the consumption of water, reduce the loss or waste of water, improve efficiency in the use of water, and/or increase the recycling and reuse of water.

*West Side Supply Line* means all or segments of a water transmission line that is proposed to be financed and constructed by the Parties pursuant to the West Side Supply Line Agreement and is to be installed in the general location of the western city limits of Midlothian and along the eastern city limits and/or ETJ line of Grand Prairie as shown in Exhibit C, attached hereto and incorporated herein for all purposes.

*West Side Supply Line Agreement* means a potential future “Agreement between the City of Midlothian and the City of Grand Prairie for the Funding and Construction of the West Side Supply Line,” to be negotiated and agreed upon and constructed at a later date.

*Wholesale Customer* means the class of customers, including, but not limited to, Grand Prairie, to whom, under the terms of a specific agreement, Midlothian sells and provides Treated Water for re-sale.

**2.2 Interpretations.** The following principles shall control the interpretation of this Agreement:

- (a) Unless otherwise stated, reference to any document, other than a license, certificate of adjudication or permit, means the document as amended or supplemented from time to time.
- (b) Reference to any Party (including the Parties) or governmental regulatory agency means that entity and its successors and assigns.
- (c) Misspelling of one or more words in this Agreement shall not void the Agreement. Such misspelled words shall be read so as to have the meaning apparently intended by the Parties.
- (d) Words of any gender used in this Agreement shall be held and construed to include any other gender.
- (e) Words in the singular number shall be held to include the plural, unless the context otherwise requires.
- (f) Articles and headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

### **ARTICLE 3 Water Provided Under Agreement**

**3.1 Treated Water.**

**(a) Delivery and Acceptance.**

- (1)** Midlothian acknowledges that Grand Prairie has satisfied the conditions contained in Subsection 5.1(a) relating to the securing of Raw Water from TRWD and therefore, except as limited in this Agreement, Midlothian agrees to furnish and sell to Grand Prairie up to an Annual Daily Average of 2.0 MGD of Treated Water. Midlothian shall deliver any and all portions of such 2.0 MGD supply of Treated Water at Delivery Points A, B, and other future Delivery Point(s) that are mutually agreed upon, in the quantities and at the times requested by Grand Prairie so long as the Rate of Flow at each Delivery Point does not exceed the amounts set forth or otherwise determined in accordance with Section 3.11 of this Agreement or as determined in accordance with Section 4.2, or such lesser amount as Midlothian may



be able to supply in the event of an Emergency. Midlothian's obligation to deliver the requested portion of the 2.0 MGD of Treated Water specified under this Subsection, that is over and above the initial volume stipulated in Subsection 5.2(a), is triggered upon Grand Prairie providing Midlothian with one hundred twenty (120) days written notice prior to the start of the next Rate Year of the increased amount of Treated Water to be delivered; provided, however, that increase(s) in the Annual Daily Average shall be in increments of no less than 0.10 MGD and no more than 0.25 MGD unless agreed to by Midlothian, with a corresponding Maximum Day Demand of 1.5 times the Annual Daily Average.

(2) By executing this Agreement, Grand Prairie agrees to accept delivery of the Treated Water furnished by Midlothian to meet the conditions of Subsection 3.1(a)(1) of this Agreement and to pay for such Water in accordance with the terms herein, including any future TRWD buy-in for additional quantities of Raw Water. Raw Water that Grand Prairie furnishes Midlothian from Joe Pool Reservoir for treatment under terms of this Agreement, if any, is not subject to the TRWD buy-in cost or Raw Water Charge.

- (b) **Source of Supply and Capacity.** Midlothian's agreement to make Treated Water available is limited to the extent that Raw Water, as that term is defined in this Agreement, is available and the extent to which capacity is available in the Midlothian Treated Water System.
- (c) **Additional Water.** To the extent Treated Water is available in amounts greater than the Maximum Allowed Daily Demand, Midlothian may, at its sole discretion, provide Grand Prairie with additional Treated Water, subject to the charges described in Article 5; save and except any TRWD buy-in fees or take-or-pay fees. Should Midlothian elect to provide Grand Prairie with Treated Water in excess of the Maximum Allowed Daily Demand, Midlothian may terminate or reduce providing Treated Water at the excess amount by providing Grand Prairie with twenty-four (24) hours prior written notice of such termination or reduction. Grand Prairie agrees that Midlothian shall never be obligated during the term of this Agreement to make Treated Water available to Grand Prairie in excess of the Maximum Allowed Daily Demand. The purchase of any additional supplies of Treated Water over the Maximum Allowed Daily Demand does not guarantee that Midlothian shall make Treated Water available on that basis at any time other than the timeframe Midlothian elects to provide additional supplies of Treated Water to Grand Prairie.
- (d) **Water Pressure.** Midlothian agrees to furnish and sell to Grand Prairie Treated Water delivered under the operating pressure prevailing in the Midlothian Treated Water System at each Delivery Point that is mutually agreed upon. Notwithstanding anything in this Agreement or in the requirements of any regulatory agency to the contrary, Midlothian does not represent or guarantee to Grand Prairie that Treated Water provided to Grand Prairie under this Agreement shall be provided at any specific minimum

pressure at each Delivery Point, and Midlothian is under no obligation with respect thereto. **Grand Prairie understands and acknowledges that maintaining a certain water pressure in Grand Prairie's delivery system shall require the use of storage or pumps on Grand Prairie's system and will require, at such time in Grand Prairie's discretion, the construction of a pump station and elevated water tanks.**

- (e) **Interruption of Service for Maintenance.** Notwithstanding anything in this Agreement or in the requirements of any regulatory agency to the contrary, Midlothian shall be entitled at any and all times to install, repair, maintain, and replace such equipment or devices or to take any other action under an Emergency (including reduction or cessation of water service to Grand Prairie) as necessary or appropriate to allow Midlothian at all times to maintain a minimum pressure as required by law at all retail service locations directly served by the Midlothian Treated Water System. Midlothian shall use all reasonable efforts to install, repair, maintain, and replace such equipment and devices in a manner that minimizes, to the extent practical under the circumstances, any reduction in the amount of Treated Water furnished by Midlothian to Grand Prairie under this Agreement. Midlothian may install at each Delivery Point appropriate devices to monitor and enforce all or any of these limitations or any other limitations on the volume or pressure of Treated Water delivered by Midlothian to Grand Prairie pursuant to this Agreement. In the event of such service interruptions, Midlothian shall make all reasonable efforts to expedite the restoration of service in a timely manner. Midlothian shall provide Grand Prairie with twenty-four (24) hours prior written notice of all known repairs that are expected to interrupt service.

- 3.2 Regulatory Requirements.** Grand Prairie acknowledges and agrees that this Agreement defines the extent of Midlothian's obligations to supply Treated Water to Grand Prairie and that, except as expressly provided by this Agreement, Midlothian is under no obligation to provide Grand Prairie with a sufficient amount of Treated Water for Grand Prairie to meet its minimum production, storage, service pump, or pressure maintenance requirements, or any other requirements imposed on Midlothian by virtue of 30 Texas Administrative Code, Chapters 290 or 291, or any other Regulatory Requirements.
- 3.3 Delivery Points.** Subject to the conditions set forth herein, Midlothian agrees to divert, transport, treat, and deliver Treated Water to Grand Prairie at each Delivery Point. The location of Delivery Points shall be mutually agreed upon by and between Grand Prairie and Midlothian. Delivery Points shall not be moved or relocated except by mutual consent of the Parties in writing. The Delivery Points are more particularly described in Exhibits "A" and "B", which are attached hereto and incorporated for all purposes.
- 3.4 Relocated Delivery Point.** Any request to relocate a Delivery Point shall be submitted in writing by the requesting Party. If the relocated Delivery Point is mutually agreed upon, then the requesting Party shall be responsible for funding all costs related to constructing the improvements for such relocated Delivery Point, unless the Parties agree on a division of costs based on mutual benefit; provided,

however, that if Grand Prairie submits a request to relocate a Delivery Point, then the following shall also apply:

- (1) If Midlothian is to construct all necessary improvements, Grand Prairie shall be responsible for reimbursing Midlothian, as agreed upon in writing, including the acquisition of any easements or right-of-way. Prior to any act being performed to effectuate the construction, the Parties shall enter into a written agreement to specify the manner and timeframe for such reimbursement to Midlothian and the time for construction.
- (2) If Grand Prairie is to construct the necessary improvements for a relocated Delivery Point, Grand Prairie shall submit documents to acquire rights-of-way and will submit plans for the construction of the improvements to Midlothian for approval prior to construction commencing; provided, however, that such approval shall not be unreasonably withheld or delayed if the plans comply with Midlothian's technical standards and incorporate Midlothian's requirements. If Midlothian approves the documents and plans submitted, Midlothian will give Grand Prairie notice of said approval in writing within a commercially reasonable time. During the construction, Midlothian may, but is not obligated to, inspect improvements under construction at its sole cost. All costs for the construction of the improvements, including the costs for any easements and/or rights-of-way, shall be borne as agreed upon in writing. Midlothian may, but is not obligated to, make a final inspection at its sole cost, after construction of the improvements are completed and before the improvements are approved by Midlothian for use. Midlothian agrees to notify Grand Prairie of the date it will do a final inspection, should Midlothian choose to do a final inspection, within seven (7) days of being notified of the completion of the improvements.

**3.5 Additional Delivery Points and Delivery Line.** It is anticipated that Grand Prairie may request one or more additional Delivery Point(s) and/or delivery line(s). Such request(s) shall be made in writing by Grand Prairie and Midlothian shall provide a written response within a commercially reasonable amount of time upon receipt of such request. If additional Delivery Point(s) and/or line(s) are mutually agreed upon, then Grand Prairie shall submit documents to acquire rights-of-way and/or easements and shall submit plans for the construction of the improvements to Midlothian for approval prior to construction commencing; provided, however, such approval shall not be unreasonably withheld or delayed if the plans comply with Midlothian's technical standards and incorporate Midlothian's requirements. If Midlothian approves the documents and plans submitted, Midlothian shall give Grand Prairie notice of said approval in writing. During the construction of such improvements, Midlothian may, but is not obligated to, inspect improvements under construction at its sole cost. All costs for the construction of the improvements, including the costs for any easements and/or rights-of-way, shall be borne by Grand Prairie. Midlothian

may, but is not obligated to, make a final inspection at its sole cost, after construction of the improvements are completed and before the improvements are approved by Midlothian for use.

- 3.6 Improvements to Existing Delivery Points.** If Grand Prairie requests that improvements be made to an existing Delivery Point, then Grand Prairie shall submit the request in writing to Midlothian. If Midlothian approves the request, then the Parties shall then decide whether Midlothian or Grand Prairie will be responsible for constructing the improvements and shall follow the procedures set forth in Article 3.4.
- 3.7 Responsibilities for Water Line that Connects to the Delivery Points.** Grand Prairie shall maintain ownership of water transmission lines that connect to the Delivery Points for so long as this Agreement and any renewal thereof is in effect, and Grand Prairie shall be responsible for the maintenance and repair of said water lines. Costs for the West Side Supply Line shall be pursuant to the West Side Supply Line Agreement if entered into by the Parties.
- 3.8 Valves at Delivery Point.** All valves releasing water from the Midlothian Treated Water System to Grand Prairie shall be solely operated and maintained by Midlothian. Grand Prairie shall not obstruct or block access to those valves.
- 3.9 Property of Parties.** Acquired easements, rights-of-way, and water supply assets shall be owned by the acquiring Party. The acquiring Party shall not charge rental or other fees to the other Party for the use of such rights-of-way or easements. Easements, rights-of-way and water supply assets jointly purchased by the Parties shall be owned by the Party in which the easements, rights-of-way and water supply assets lay.
- 3.10 Title to and Responsibility for Water.** Title to, possession and control of the Treated Water shall remain with Midlothian to each Delivery Point, whereupon title to, possession and control of the Treated Water shall pass to Grand Prairie.
- 3.11 Maximum Delivery Rate.** The Parties agree that Midlothian's obligation under this Agreement to deliver Treated Water to Grand Prairie is subject to the maximum Rate of Flow as set forth below:

Delivery Point A: 2,083 GPM (3.0 MGD)\*

Delivery Point B: 2,083 GPM (3.0 MGD)\*

The maximum Rate of Flow at each additional Delivery Point, which is mutually agreed to under this Agreement, shall be agreed upon by the Parties in accordance with Section 4.2 at the time the Parties agree upon each additional Delivery Point.

\*maximum combined Rate of Flow between Delivery Points A and B shall not exceed 2,083 gpm (3.0 MGD)

- 3.12 Additional Treatment.** To the extent any additional, or alternative treatment or processing is required to make the water delivered by Midlothian to Grand Prairie at each Delivery Point, suitable, compatible, or of a quality for introduction into the Grand Prairie distribution system with the water then-within Grand Prairie's distribution system, Grand Prairie is responsible, at its sole cost, for installing any

additional facilities or processes within Grand Prairie's Water System for any additional treatment, conditioning or processing.

#### **ARTICLE 4**

##### **Metering and Rate of Flow Control**

- 4.1 Treated Water Measurement and Control.** Grand Prairie shall install at its sole cost, any Meters and appropriate valves, back flow prevention, flow controllers, or other appropriate equipment, including Supervisory Control and Data Acquisition (SCADA) at each Delivery Point and the necessary SCADA improvements at Midlothian's water treatment plant to measure and control the amount of Treated Water delivered to Grand Prairie under the terms of this Agreement. Each Meter shall be specified by Midlothian and meet appropriate AWWA standards. Each Meter shall be installed and tested prior to actual delivery of Treated Water. Each Meter and related equipment shall be solely owned, operated, and maintained by Midlothian at Midlothian's cost, but such cost, or projected cost, shall be included within the cost of service study.
- 4.2 Rate-of-Flow Controllers.** The rate at which Treated Water is withdrawn by Grand Prairie from the Midlothian System shall be regulated by rate-of-flow controllers. The rate of withdrawal shall be controlled so that the maximum rate shall not exceed the Maximum Allowed Rate of Flow without a specific written request by Grand Prairie and approval from Midlothian. Notwithstanding anything in this Agreement to the contrary, approval of a request to increase the rate of flow and the length of time the request will be met, shall be at Midlothian's sole discretion. Midlothian shall respond to the request within seventy-two (72) hours of receiving the request. If Midlothian approves the request, Midlothian shall make the adjustments within forty-eight (48) hours of responding to the request. Rate of Flow setting shall be solely operated and maintained by Midlothian.
- 4.3 Calibration of Meters.**
- (a) **Annual Testing.** For Meters that require calibration, Midlothian shall routinely test for accuracy at its sole cost. Meters shall be serviced and tested per manufacture's recommendations, or as necessary. Copies of the results of such tests and all related information shall be provided to Grand Prairie within thirty (30) days of such calibration. Grand Prairie shall have access to the Meter(s) at all reasonable times; provided, however, that any reading, calibration or adjustment to such Meter(s) shall be done by employees or agents of Midlothian, or other mutually approved third Party calibration agent, in the presence of representatives of Grand Prairie and Midlothian, if so requested by Grand Prairie. Midlothian shall provide Grand Prairie with seventy-two (72) hours prior notice of such reading, calibration or adjustment. Midlothian shall retain the right to test the Meter(s) more frequently than once each twelve (12) month period; provided, such additional tests are at Midlothian's sole cost.

- (b) **Inaccuracy.** After any calibration, if it is determined that the accuracy envelope of such Meter(s) is found to be lower than ninety-five percent (95%) or higher than one hundred five percent (105%) expressed as a percentage of the full scale of the Meter(s), or Meter(s) fail to perform to AWWA water metering standards (whichever is more restrictive), then the registration of the flow as determined by such defective Meter(s) shall be corrected for a period extending back to the time such inaccuracy began, if such time is ascertainable; or, if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, but in no event further back than a period of six (6) months. In the event it is determined that there are inaccuracies with any Meter, Midlothian shall charge or credit Grand Prairie's next invoice in an equal amount per month for the time period that the inaccuracies were determined to have occurred as appropriate, to reflect Grand Prairie's prior underpayments or overpayments. Midlothian shall charge or credit Grand Prairie's account in an amount equal to the difference between the amount actually paid by Grand Prairie and the amount that should have been paid by Grand Prairie, as determined by the corrected registration of the flow of the inaccurate Meter during the period of inaccuracy as determined in this subsection. Each Meter shall be properly sealed, and the seals shall not be broken unless representatives of both Grand Prairie and Midlothian have been notified and given a reasonable opportunity to be present.
- (c) **Meter out of Service - No Readings.** If a Meter used to determine the flow of Treated Water to Grand Prairie is out of service or out of repair so that the amount of Treated Water metered cannot be ascertained or computed from the reading thereof, the Treated Water delivered during the period such Meter is out of service or out of repair shall be estimated and agreed upon by Grand Prairie and Midlothian upon the basis of the best data available. The basis for estimating such flow includes, but is not limited to, extrapolation of past patterns of flow for said Meter under similar conditions. In the event that Grand Prairie and Midlothian cannot agree on the extrapolated estimate of Treated Water volume delivered before the payment due date, Grand Prairie shall make payment to Midlothian based on the same month in the previous year on or before the payment due date. After making such payment, Grand Prairie may request that the matter be submitted to non-binding mediation as provided herein. Midlothian may also request that the matter be submitted to non-binding mediation, as herein provided.

#### 4.4 Meter Reading.

- (a) Midlothian shall read each Meter provided for herein at monthly intervals, and Grand Prairie and Midlothian shall have free access to read any Meter daily, if either Party so desires. It shall be the duty of both Grand Prairie and Midlothian to give immediate notice, each to the other, should any Meter be found to not be functioning properly, and, upon such notice, repairs to such Meter shall be made promptly.

- (b) Grand Prairie shall have access to records on the Meter(s) readings during reasonable business hours and shall be furnished a copy of readings upon request.

**4.5 Additional Meter Testing.** Grand Prairie shall have the right to request Midlothian to test any Meter, but no more frequently than once per month. Upon any such request, Midlothian agrees to perform its testing and calibration of the Meter with notice to Grand Prairie, and the Parties shall be entitled to jointly observe any testing, calibration, and adjustments that are made to the Meter, in the event such modifications shall be necessary. For such additional testing requests, Midlothian shall give Grand Prairie notice forty-eight (48) hours in advance of the time when any such testing shall occur. Grand Prairie shall pay the cost of any such additional testing request for any Meter if the test shows that such Meter is accurate (within five percent (5%) registration), but Midlothian shall pay the costs of such additional test if the results indicate that such Meter is not accurate (in excess of five percent (5%) registration).

## **ARTICLE 5 Fees, Billing, and Payment**

### **5.1 Charges for Water.**

- (a) **Untreated Water.** In accordance with Subsection 3.1(a)(2), herein, Midlothian acknowledges that Grand Prairie, with Midlothian's cooperation, has secured and paid or caused others to pay (i) Midlothian the TRWD Buy-In cost for 2.0 MGD of Raw Water, and (ii) the portion of the "take-or-pay" rates attributable to Grand Prairie, if any, that is charged to Midlothian by TRWD. Unless Grand Prairie furnishes Raw Water from Joe Pool Reservoir to Midlothian for treatment under the terms of this Agreement, if any, all Raw Water treated by Midlothian shall be considered TRWD Raw Water, regardless of the source and/or treatment facility providing the treatment, and shall be subject to the TRWD Raw Water Rate.
- (b) **Treated Water.** Except as otherwise provided in this Agreement, Grand Prairie shall pay to Midlothian the following fees and charges for the Treated Water delivered by Midlothian to Grand Prairie at each Point of Delivery: Volume Charge and Raw Water Charge. Such fees and charges may include Late Fees.

### **5.2 Water Rates.**

- (a) **Initial Rates.** Upon the Effective Date and until the recalculated rates from the first Cost of Service Study that is completed after the Effective Date become effective, the Volume Rate shall be:

Volume Rate - \$2.620 per 1,000 gallons

The Initial Annual Daily Average Demand is 1.33 MGD.

The Initial Maximum Day Demand is 2.0 MGD.

Upon the Effective Date of this Agreement and until TRWD adjusts its raw water rate charged to Midlothian, the Raw Water Rate shall be:

Raw Water Rate - \$1.25448 per 1,000 gallons.

- (b) **Cost of Service Study and Subsequent Rates.** Grand Prairie shall be charged a Volume Rate, based on Grand Prairie's Treated Water consumption. The Volume Rate may be annually reviewed in a Cost of Service Study; provided however, that an independent cost of service study shall be performed no less than once every five (5) years. The recalculated Volume Rate shall become effective on October 1 following the completion of the Cost of Service Study and action by the Midlothian City Council. In addition, Grand Prairie shall be charged a Raw Water Charge as defined herein. The Raw Water Rate shall be adjusted as TRWD adjusts its raw water rate charged to Midlothian and shall be passed through to Grand Prairie as specified herein.
- (c) **Rate Methodology.** The rates subsequent to the Initial Rates, excluding the Raw Water Rate, which Grand Prairie pays to Midlothian for Treated Water shall be calculated in a Cost of Services Study in accordance with the methodology described in Exhibit D. The rate methodology set forth in Exhibit D is hereby specifically agreed to between Midlothian and Grand Prairie.

### 5.3 Billing and Payment.

- (a) **Volume Charge.** Each month during the term of this Agreement, Midlothian shall read each Meter measuring the amount of Treated Water provided to Grand Prairie. The number of gallons of Treated Water measured by each Meter shall be multiplied by the Volume Rate to determine the Volume Charge. Midlothian shall prepare and deliver to Grand Prairie a statement showing the Volume Charge for all Treated Water delivered to Grand Prairie. Payment shall be made no later than the 30th day after receipt of the statement.
- (b) **Raw Water Charge.** Each month during the term of this Agreement, Midlothian shall read each Meter measuring the amount of Treated Water provided to Grand Prairie. The numbers of gallons of Treated Water measured by each Meter plus an amount equal to five percent (5%) of the total number of gallons treated shall be multiplied by the Raw Water Rate as charged to Midlothian by TRWD to calculate the Raw Water Charge. The billing and payment for the Raw Water Charge shall be made in accordance with the billing and payment for the Volume Charge in Article 5.3(a). The Raw Water Charge invoiced by Midlothian to Grand Prairie each month shall not include the amount of Treated Water provided to Grand Prairie that was initially Raw Water supplied by Grand Prairie from their Joe Pool Reservoir water rights, if any.
- (c) **Late Fees.** If Grand Prairie is late in the payment of any charge or fee due and payable to Midlothian under this Agreement, late payments shall bear per



annum interest at a rate equal to the lesser of two percentage points (2%) above the Prime Interest Rate as published in the Wall Street Journal on the day said statement becomes delinquent, or the maximum allowed by law to be charged to Grand Prairie. If any charges remain unpaid at the expiration of thirty (30) days after receipt of the statement, Grand Prairie shall be in default under this Agreement, and Midlothian may invoke the remedies specified herein or otherwise available by law.

- (d) **Settle-Up.** Excluding the Raw Water Rate component, a “settle-up” shall be made no less than sixty (60) days after the end of Midlothian’s fiscal year, whereupon any under or over payment shall be paid or remitted to the appropriate Party. For the Raw Water Rate component, a separate “settle-up” shall be made no less than sixty (60) days after receipt by Midlothian of the previous years audited “actual” Raw Water Rate from TRWD, whereupon any under or over payment shall be paid or remitted to the appropriate Party.

#### 5.4 Billing Questions and Disputes.

- (a) **Statement Dispute; Protest.** If Grand Prairie has a protest or dispute concerning a statement, Grand Prairie shall notify Midlothian in writing within thirty (30) days of receipt of said statement. Grand Prairie shall pay the portion of the statement that is not being disputed or protested. Upon written notification, the portion of the statement under dispute or protest (provided the dispute or protest is made in good faith and is not unreasonable) shall be set aside until resolved and shall not be subject to the penalties (such as Late Fees and Excess Demand Charge) stated herein. If Midlothian is not notified in writing, with such notice being postmarked within thirty (30) days of Grand Prairie's receipt of said statement, said protest or dispute shall be considered waived.

The Parties agree to negotiate in good faith to resolve the dispute. The Parties shall agree to submit the dispute to non-binding mediation as provided in Article 13.1 of this Agreement.

- (b) **Inspection and Audit.** Complete records and accounts required to be maintained by each Party shall be kept for a period of five (5) years. Each Party shall at all times, upon notice, have the right at reasonable times to examine and inspect said records and accounts during normal business hours. If required by any law, rule or regulation, a Party shall make said records and accounts available to auditors acting for or on behalf of the federal government or the State of Texas.

**ARTICLE 6**  
**Treated Water Transmission Lines**

- 6.1 West Side Supply Line Construction.** The Parties contemplate entering into a Treated Water Transmission Line Agreement at a later date, which shall address the responsibilities of the Parties related to the design, construction, and maintenance of the West Side Supply Line. This Agreement will be complementary to, and not replace, any existing water line agreements unless specifically cancelling or modifying such previous agreements. Cost sharing arrangements and operational responsibilities for future treated water transmission lines shall be established through either written agreement separate from this Agreement or as an amendment to this Agreement. Either Midlothian or Grand Prairie may trigger the need to enter into the West Side Supply Line Agreement by providing written notice to the other Party at least one hundred and eighty (180) days before the design of the West Side Supply Line must commence in order to meet projected demand in the area to be served by the West Side Supply Line. In the event an agreement relating to the West Side Supply Line is not mutually agreed to by the Parties by the time one Party projects the need for the West Side Supply Line, that Party may proceed with the design and construction of the West Side Supply Line with capacity required for only that Party.
- 6.2 Delivery Point A Limitations.** It is expressly understood by the Parties that the current Midlothian water distribution system delivery capability to Delivery Point A is limited. As a result, at a minimum, the West Side Supply Line shall consist of a new segment of treated water transmission line that will transport treated water from the high service pump station at Midlothian's Auger Water Treatment Plant to Delivery Point A. This line must be installed and in service prior to (i) the 801 single family connection or its equivalent being provided treated water purchased from Midlothian at Delivery Point A or (ii) within five (5) years from the effective date of this Agreement, whichever occurs first. In the event that the conditions in (i) or (ii) above are triggered and the Parties have not entered into a Treated Water Transmission Line Agreement, the following shall apply:
- (a) Grand Prairie shall design and construct or cause others to design and/or construct this segment of the West Side Supply Line, with the minimum size of this line being designed to convey an amount of treated water that is sufficient to meet Grand Prairie's needs, with this capacity only being available for Grand Prairie.
  - (b) Grand Prairie shall acquire the necessary easements for this segment of the West Side Supply Line, with Midlothian approving the final alignment and design of the project in writing prior to the commencement of construction, with such approval not being unreasonably withheld or delayed if the alignment and design plans comply with Midlothian's technical standards and incorporate Midlothian's requirements.

- (c) During the construction, Midlothian may, but is not obligated to, inspect improvements under construction at its sole cost. All costs for the construction of the improvements, including costs for any easements and/or rights-of-way, shall be borne by Grand Prairie. Midlothian may, but is not obligated to, make a final inspection at its sole cost, after construction of the improvements are completed and before the improvements are approved by Midlothian for use. Upon completion of construction, Grand Prairie shall convey the improvements to Midlothian.

## ARTICLE 7 Restrictions and Conditions

- 7.1 Resale of Treated Water.** Grand Prairie and Midlothian agree that the Treated Water supplied to Grand Prairie by Midlothian shall be used solely by Grand Prairie to meet the reasonable water supply needs of Grand Prairie's potable retail and wholesale water customers located within Grand Prairie's boundaries, ETJ, or service area as defined by Grand Prairie's water CCN, as currently authorized or as may be amended in the future, whichever is more expansive. Grand Prairie shall not sell Treated Water to customers of Midlothian.
- 7.2 Amendments to Certificates of Convenience and Necessity.** The Parties agree that during the term of this Agreement, except as provided herein, neither Party shall seek to amend its water CCN to increase its service area within the corporate limits or ETJ of the other Party without the prior written consent of such Party.
- 7.3 Water Conservation and Demand Management.**
- (a) **Water Conservation.** Grand Prairie shall cooperate with and assist Midlothian and TRWD in their efforts to promote water conservation, so long as the water conservation measures placed on Grand Prairie by Midlothian or TRWD are not more restrictive than the measures Midlothian or TRWD places on its other Municipal Customers. This may include the development of any conservation or rationing plans by either Midlothian, TRWD, or Grand Prairie that may be necessary or appropriate to address operational constraints, whether or not the same are required by any state or federal regulatory agency. Additionally, upon the development and distribution of model drought contingency or water conservation plans by TRWD, Grand Prairie agrees to implement any such drought contingency or water conservation plan, or substitute plan approved by TRWD, within a reasonable amount of time from receipt of the model plan. Grand Prairie agrees to notify TRWD in writing of any deviation from the model plan and obtain TRWD's consent to such proposed deviation. Furthermore, Grand Prairie agrees to develop and implement plans, programs and rules to develop water resources and to promote practices, techniques and technologies that will reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in use of water or increase the recycling and reuse of water and to include the foregoing provision in all future contracts for resale of Treated

Water on a wholesale basis. Grand Prairie shall provide a copy of any drought contingency or water conservation plan adopted by Grand Prairie to Midlothian and TRWD within thirty (30) days from the Effective Date.

- (b) **Demand Management.** When Midlothian or TRWD shall manage water demand through rationing the use of water to its Municipal Customers, then a proportional rationing of Treated Water supplied to Grand Prairie by Midlothian shall be instituted, at Midlothian's option; provided, however, the rationing measures placed on Grand Prairie shall not be more restrictive than the measures placed on the other Municipal Customers of Midlothian or TRWD. Rationing does not relieve Grand Prairie from its obligation to pay the monthly take-or-pay obligations and the Raw Water Charge unless such rationing extends for a continuous period exceeding ninety (90) days. At such time rationing exceeds a continuous ninety (90) day period, Grand Prairie's monthly take-or-pay obligations and the Raw Water Charge will be proportionally adjusted to reflect its reduced demand instituted through rationing measures. Upon Midlothian's removal of such rationing measures, the monthly take-or-pay obligations and the Raw Water Charge will be adjusted to reflect the removal of the rationing measures.
- (c) **Temporary Rationing.** Where an Emergency may dictate temporary conservation or rationing requirements for either Midlothian or Grand Prairie, either Party may implement any measures considered appropriate by it to alleviate the Emergency. If either Party implements measures to alleviate an Emergency, such Party shall notify the other Party in writing within five (5) days of implementing such measures.

**7.4 Federal and State Laws.** This Agreement is subject to all applicable federal and state laws and any applicable permits, amendments, orders, or regulations of any state or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, order, rule or regulation in any forum having jurisdiction. Grand Prairie agrees to abide by any changes in this Agreement made necessary by any new, amended, or revised state or federal regulation.

**7.5 Support of Midlothian on Permits and Governmental Agency Approvals.** Grand Prairie shall use all reasonable efforts to support and assist Midlothian in obtaining permits and approvals from governmental agencies in order to protect, repair, maintain, replace, add to, supplement and/or enlarge the Midlothian Raw Water System and/or the Midlothian Treated Water System. Such support and assistance shall include, but is not limited to: providing information to Midlothian when requested by Midlothian in order to facilitate any permit or approval; providing written and oral statements of support and assistance or testimony, information, and evidence if appropriate and if requested by Midlothian in order to obtain any permit or approval; and taking all such other action as may be appropriate to support and assist Midlothian in obtaining any permit or approval.

**ARTICLE 8**  
**Term of Agreement and Extension**

- 8.1 Term of Agreement.** Unless terminated as provided for in this Agreement, this Agreement shall commence upon the Effective Date and shall remain in effect for a term of thirty (30) years from the Effective Date.
- 8.2 Renewal of Agreement.** At the end of the term of this Agreement, this Agreement shall automatically renew for a five (5) year term, unless either Party notifies the other in writing that it does not wish to renew this Agreement for the additional five (5) year term. Such written notification shall be delivered to the Parties at least five (5) years prior to the Expiration Date. In the event that both Parties wish to renew this Agreement past the five (5) year term, this Agreement can be renewed for a new term that is agreeable to both Parties upon written notification by both Parties, with such written notification being delivered to each Party on or before the end of the second year of the five (5) year term.

Grand Prairie expressly acknowledges that it has no right or entitlement to Raw Water or Treated Water from Midlothian after the expiration of this Agreement except to the extent that this Agreement is renewed as provided herein. Midlothian expressly acknowledges that it has no right or entitlement to the Raw Water that Grand Prairie secures for treatment by Midlothian as provided for in this Agreement after the expiration or termination of this Agreement except to the extent that this Agreement is renewed as provided herein. Midlothian further agrees to support the transfer of the Raw Water rights that Grand Prairie secures for treatment by Midlothian as provided for in this Agreement from Midlothian to Grand Prairie or their designee after the expiration or termination of this Agreement.

- 8.3 Alternate Water Supply.** Grand Prairie agrees to take the steps to acquire water supply from another source of supply upon the Expiration Date in the event that Grand Prairie notifies Midlothian that it does not elect to renew this Agreement, in accordance with Section 8.2, above; and Grand Prairie shall provide Midlothian evidence that Grand Prairie is taking steps to secure such alternative and sufficient water supply. This requirement is expressly enforceable by Midlothian. If at least two (2) years prior to the Expiration Date of this Agreement Grand Prairie and Midlothian have not agreed to the quantity of water or the rate for the water, then, Grand Prairie shall provide Midlothian evidence that Grand Prairie has secured an alternative and sufficient water supply. This requirement is expressly enforceable by Midlothian.
- 8.4 Payments After Non-Renewal.** If this Agreement is not renewed, after expiration of this Agreement, Grand Prairie shall nonetheless pay Midlothian for all Raw Water Charges and Volume Charges for Treated Water delivered prior to the expiration of this Agreement, as well as penalties such as Late Fees, under the terms of this Agreement.

## ARTICLE 9 Termination and Default

- 9.1 Termination by Mutual Consent.** This Agreement may be terminated in whole or in part by the mutual written consent of Grand Prairie and Midlothian. In the event of termination of this Agreement by such mutual consent, all rights, powers, and privileges of the Parties hereunder shall cease and terminate without necessity of further action. Neither Party shall make any claim of any kind whatsoever against the other Party, its agents or representatives, by reason of such termination or any act incident thereto. If the Parties agree to terminate this Agreement, Grand Prairie shall nonetheless pay Midlothian for all Raw Water Charges and Volume Charges for Treated Water delivered prior to the termination of this Agreement, as well as penalties such as Late Fees under the terms of this Agreement. The provisions of this section survive termination of this Agreement.
- 9.2 Default by Grand Prairie.** In the event Grand Prairie is in default under the terms of this Agreement, other than default by failing to timely pay the amount due Midlothian, Midlothian shall give Grand Prairie written notice of such default. If Grand Prairie's default is not cured after the expiration of thirty (30) days after the receipt of such written notification, then Midlothian may temporarily suspend the delivery of Treated Water to Grand Prairie.
- 9.3 Default by Midlothian.** In the event Midlothian is in default under the terms of this Agreement, Grand Prairie shall give Midlothian written notice of such default. If Midlothian's default is not cured after the expiration of thirty (30) days after such written notification is given to Midlothian, Grand Prairie may seek remedies, other than termination, in accordance with this Agreement.
- 9.4 Damages.** In no event shall either Party be liable to the other Party for any special, indirect, incidental, consequential, or punitive damages for any dispute arising under this Agreement. In the event either Party is awarded damages in a final, non-appealable judgment, then such damages shall be offset against all sums due or to become due to the other Party hereunder until the awarded Party's damages are fully compensated.
- 9.5 Other Charges.** In the event any sales or use taxes, or taxes, assessments, production fees or charges of any similar nature are imposed by a federal, state, or local authority (other than a Party to this Agreement) on production, storing, delivering, gathering, impounding, taking, selling, using, or consuming the water received by a Party to this Agreement, the amount of tax, assessment, or charge shall be borne by that Party, in addition to all other charges, and whenever a Party shall be required to pay, collect, or remit any tax, assessment, or charge on water received by such Party, then the other Party shall promptly pay or reimburse such Party for the tax, assessment, or charge in the manner directed by such Party.
- 9.6 Default in Payments.** All amounts due and owing to a Party to this Agreement by the other Party to this Agreement shall, if not paid when due, bear interest at the Texas post-judgment interest rate under Texas law from the date when due until paid,

provided that such rate shall never be usurious or exceed the maximum rate as permitted by law as set forth in Chapter 1204, as amended, Texas Government Code. If any amount due and owing by one Party to the other Party is placed with an attorney for collection, the Party owing the amount shall pay to the other Party, in addition to all other payments provided by this Agreement, including interest, the other Party's collection expenses, including court costs and attorneys' fees as may be the order of the court or tribunal. The Party who is owed the money may, to the extent permitted by law, suspend delivery of water to the other Party if the other Party remains delinquent in any payments due hereunder for a period of sixty (60) days, and is not required to resume delivery of water while the Party is so delinquent. Either Party may pursue all legal remedies against the other Party to enforce and protect the rights of the Party under this Agreement.

- 9.7 Pledge of Gross Revenue.** Each Party to this Agreement represents and covenants to the other Party that all payments to be made by it under this Agreement shall constitute reasonable and necessary "operating expenses" of its utility system, and that all such payments will be made from the gross revenues of its utility system. Each Party represents and has determined that the water supply to be obtained from the other Party is absolutely necessary and essential to the present and future operation of its utility system, and, accordingly all payments required by this Agreement to be made by the Party shall constitute reasonable and necessary operating expenses of the Party's utility system as described above with the effect that the obligation to make such payments from gross revenues of such utility system or systems shall have priority over any obligation to make any payments from such revenues, whether of principal, interest, or otherwise, with respect to all bonds heretofore or hereafter issued by the Party. Each Party agrees throughout the term of this Agreement to continuously operate and maintain its utility system and to fix and collect such rates and charges for water services to be supplied by its utility system as will produce gross revenues in an amount equal to at least all of its payments under this Agreement.
- 9.8 A PARTY TO THIS AGREEMENT SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT BY ANOTHER PARTY OF ANY OBLIGATIONS ASSUMED BY OR IMPOSED UPON THAT PARTY UNDER OR BY VIRTUE OF THIS AGREEMENT FROM ANY FUNDS RAISED OR TO BE RAISED BY TAXATION AND A PARTY'S OBLIGATION UNDER THIS AGREEMENT SHALL NEVER BE CONSTRUED TO BE A DEBT OF THE PARTY OF SUCH KIND AS TO REQUIRE IT UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS TO LEVY AND COLLECT A TAX TO DISCHARGE SUCH OBLIGATION.**
- 9.9 Payment under Protest.** If a Party at any time disputes the amount to be paid by it to the other Party, the Party shall nevertheless promptly make the disputed payment or payments, but if it is subsequently determined by agreement or court decision that the disputed amount paid by the Party should have been less, or more, the other Party

shall promptly revise the monthly payment in a manner that the Party, will recover the amount due within six (6) months.

- 9.10 Stipulations.** By signing this Agreement, each Party stipulates and agrees that the other Party will be prejudiced if a Party avoids the obligation to furnish water while accepting the benefits of payments, or avoids the obligation to pay the rates for water specified in this Agreement while accepting the benefits of obtaining water, from the other Party. Nothing in this Agreement shall be construed as constituting an undertaking by a Party to furnish water to the other Party except pursuant to the terms of this Agreement.
- 9.11 Remedies.** Recognizing that failure in the performance of any Party's obligations hereunder could not be adequately compensated in money damages alone, each Party agrees in the event of any default on its part that each Party shall have available to it the equitable remedy of mandamus and/or specific performance, but not termination. It is the intent of the Parties that any default shall be subject to the remedy of specific performance and/or mandamus to the extent that specific performance and/or mandamus is possible under the existing circumstances. The remedy of specific performance and/or mandamus shall be first requested by either Party in the event of default by the other Party. However, if, despite a Party's request for specific performance or mandamus, a court determines that the other Party has breached this Agreement, but the court declines to order specific performance as a remedy, the Party shall then be entitled to seek damages. In either event, the prevailing Party may recover court costs, attorneys' fees, and witness fees.

## **ARTICLE 10**

### **Joe Pool Water**

- 10.1 Availability and Usage.** Subject to availability as determined by Grand Prairie, Midlothian may be allowed to utilize unused Grand Prairie raw water reserve rights in Joe Pool Reservoir to meet Midlothian's water source requirements under this Agreement. However, Midlothian is not obligated to treat any of Grand Prairie's raw water from Joe Pool Reservoir and will only do so if Midlothian has the capacity available to treat such raw water, which will be at Midlothian's discretion. If Grand Prairie authorizes Midlothian in writing to use a portion of its Joe Pool Reservoir raw water, and Midlothian agrees to treat said water, then Midlothian shall not include the Raw Water from Joe Pool Reservoir in the cost billed to Grand Prairie.
- 10.2 Volume Determination.** The volume of Grand Prairie's Raw Water that Midlothian uses from the Joe Pool Reservoir shall be based upon written agreement between the Parties for the volume to be treated.
- 10.3 Reporting.** Midlothian shall report its withdrawals of Grand Prairie's Raw Water from Joe Pool Reservoir, if any, to Grand Prairie on a monthly basis.
- 10.4 Authorization.** The Parties agree that if Grand Prairie authorizes Midlothian to use any of Grand Prairie's Raw Water in the Joe Pool Reservoir and Midlothian agrees to



treat said water, Midlothian shall be authorized to use such water only for the amount of time agreed to in writing between the Parties. Nothing in this Agreement may be construed as permanently transferring any right that Grand Prairie has to Raw Water in the Joe Pool Reservoir to Midlothian.

## **ARTICLE 11**

### **Force Majeure**

- 11.1 Definition.** The term *Force Majeure* as used herein shall mean a cause or causes beyond the reasonable control of the Party claiming *Force Majeure*, and shall include but not be limited to natural disasters, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the United States of America or the State of Texas or any civil or military authority, insurrections, riots, epidemics, lightning, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions and breakage or accidents to machinery, pipelines, or facilities; however, lockouts shall be entirely within the discretion of the Party having the difficulty, and the above requirement that any *Force Majeure* shall be remedied with all dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party or Parties when such settlement is unfavorable in the judgment of the Party having the difficulty.
- 11.2 Notice; Suspension of Obligations.** By reason of *Force Majeure*, if any Party hereto shall be rendered partially or wholly unable to carry out its obligations under this Agreement, then such Party shall give notice in writing of such *Force Majeure* to the other Party within a reasonable time after occurrence of the event or cause relied on, so far as it is affected by such *Force Majeure*. Monthly Demand Charges for services actually received from Midlothian hereunder, shall be suspended during the continuance of the inability then claimed, and such Party shall endeavor to remove or overcome such inability with all commercially reasonable dispatch; and until such inability has been removed, no Party shall be deemed to be in default of this Agreement. If Midlothian is forced to curtail the amount of Treated Water delivered to Grand Prairie, then Midlothian agrees that such curtailment shall not be more severe than the curtailment Midlothian places on any other Municipal Customer receiving service from Midlothian using the same source of supply and treatment and transmission facilities.

## **ARTICLE 12**

### **Ownership, Liability, Indemnification, and Insurance**

- 12.1 Responsibility for Damages for Water.** Midlothian shall be the owner of and responsible for the Treated Water only to each Delivery Point. After the Treated Water has passed through each Delivery Point, it becomes the property and responsibility of Grand Prairie. Unless otherwise provided in this Agreement, responsibility for damages arising from the improper treatment, transportation, and delivery of all Treated Water provided under this Agreement shall remain with Midlothian to each Delivery Point. Upon passing through each Delivery Point,

liability for all damages arising from improper transportation and delivery of the Treated Water after it leaves the Midlothian system shall pass to Grand Prairie. Midlothian's sole responsibility is to provide to Grand Prairie at each Delivery Point potable water meeting the minimum quality requirements for human consumption as prescribed by the TCEQ or appropriate governing agency.

- 12.2 Immunities under State Law.** Nothing in this Agreement shall be construed as waiving sovereign immunity or any other immunity that Midlothian or Grand Prairie may be entitled to under state or federal law.
- 12.3 Direct or Consequential Damages.** Neither Midlothian nor Grand Prairie shall be liable to the other for loss, either direct or consequential, arising out of damage to or destruction of the rights-of-way or either Party's facilities thereon, when such loss is caused by an act of God or any of the perils that are included within or insured against by a form of property insurance. All such claims for any and all loss, however caused, hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either Party or by any of their respective agents, servants, or employees.
- 12.4 Indirect or Consequential Damages.** Grand Prairie's or Midlothian's liability, if any, to the other Party in contract or in tort under this Agreement specifically excludes any and all indirect or consequential damages that may arise from providing Treated Water to Grand Prairie or that may arise from the operation, maintenance, and management of the Midlothian Raw Water System and the Midlothian Treated Water System.
- 12.5 Waiver or Subrogation.** It is the intention and agreement of both Parties that any insurance carriers involved shall not be entitled to subrogation under any circumstances against any Party to this Agreement. Neither Party shall have any interest or claim in the other's insurance policy or policies, or in the proceeds thereof, unless specifically covered therein as an additional insured.

### **ARTICLE 13 Dispute Resolution**

- 13.1 Non-binding mediation.** Each Party agrees that prior to filing a lawsuit or an administrative complaint with a regulatory agency on an issue related to the terms of this Agreement, the Party shall submit the dispute to non-binding mediation. This provision survives termination of this Agreement.

### **ARTICLE 14 Notice**

- 14.1 Manner of Giving Notice.** Unless otherwise provided in this Agreement, any notice, communication, request, reply, advice, approval or consent herein provided or permitted to be given, made, or accepted by either Party to the other, must be in writing and may be given by personal delivery, electronic delivery, or be served by depositing the same in the United States Mail postpaid and registered or certified and addressed to the Party to be notified with return receipt requested, or by delivering the same to the Mayor/City Manager or Chief Executive Office, or by prepaid telegram,

when appropriate, addressed to the Party to be notified. Any such matter deposited in the mail in the manner hereinabove described shall become exclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the earlier of actual receipt of notice or the expiration of four (4) days after it is so deposited. Any such notice given in any other manner shall be effective only if and when received by the Party to be notified.

**Notice to Midlothian.**

City Manager  
City of Midlothian  
104 W. Ave E  
Midlothian, Texas 76065

**Notice to Grand Prairie.**

City Manager  
City of Grand Prairie  
P.O. Box 534045  
Grand Prairie, Texas 75053-4045

The Parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least five (5) days written notice to the other Party.

**ARTICLE 15**  
**Miscellaneous Provisions**

- 15.1 Governing Law.** This Agreement shall be governed by the applicable law of the State of Texas and due performance by each Party or any action arising under this Agreement shall lie in Ellis County, Texas. Jurisdiction and venue shall be in Ellis County, Texas, and each of the Parties submits to personal jurisdiction in the state district courts in such county.
- 15.2 No Waiver.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to any of the Parties nor to create any legal rights or claim on behalf of any third Party. No Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas or the United States.
- 15.3 Entire Agreement.** This Agreement and any Exhibits hereto embody the entire agreement and understanding of the Parties hereto and supersede any and all prior agreements, arrangements and understandings relating to the matters provided for herein. No amendment, waiver of compliance with any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the Party against whom enforcement of any amendment, waiver or consent is sought. This Agreement may not be amended or modified except in writing executed by all Parties and authorized by their respective governing bodies.
- 15.4 Partial Invalidity.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any judicial action, the remaining provisions shall be unaffected. In

the event any provision of this Agreement is held to be invalid, illegal, or unenforceable in any judicial action, the Parties shall, upon the request of a Party, promptly renegotiate in good faith a new provision to eliminate the invalidity and to restore this Agreement, as nearly as possible, to its original intent and effect.

- 15.5 Duty to Review and Revise.** The Parties shall review and revise this Agreement to ensure compliance with the federal and state laws and rules and regulations as necessary.
- 15.6 Survival.** Any provision that by its terms survives the termination of this Agreement shall bind the Parties' legal representatives, heirs, and assigns as set forth herein.
- 15.7 Assignment.** This Agreement shall not be assignable by either Party without the prior written consent of the other Party nor in contravention of any other provisions contained herein.
- 15.8 Benefits.** This Agreement shall bind and the benefits thereof shall inure to the respective Parties hereto, their heirs, legal representatives, executors, administrators, successors, and assigns. This Agreement shall not be construed as creating any rights in any third Party or any duty to any third Party.
- 15.9 Multiple Copies.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
- 15.10 Deadlines.** To the extent that the date for any payment or notice due hereunder by either Party shall fall on a Day that is not a Business Day, such deadline for payment or notice, as the case may be, shall be automatically extended to the next following Business Day.
- 15.11 Third Party Beneficiaries.** Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto and their heirs, personal representatives, successors and assigns, any benefits, rights or remedies under or by reason of this Agreement.

*(signature page to follow)*

**IN WITNESS WHEREOF**, the Parties have executed and attested this Agreement by their officers thereunto duly authorized as of the date signed.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**City of Midlothian**

\_\_\_\_\_  
Chris Dick, City Manager

Date \_\_\_\_\_

ATTEST

By \_\_\_\_\_  
City Secretary, City of Midlothian

**City of Grand Prairie**

\_\_\_\_\_  
Steve Dye, Deputy City Manager

Date \_\_\_\_\_

ATTEST

By \_\_\_\_\_  
City Secretary, City of Grand Prairie

APPROVED AS TO FORM:













By \_\_\_\_\_  
City Attorney, Midlothian

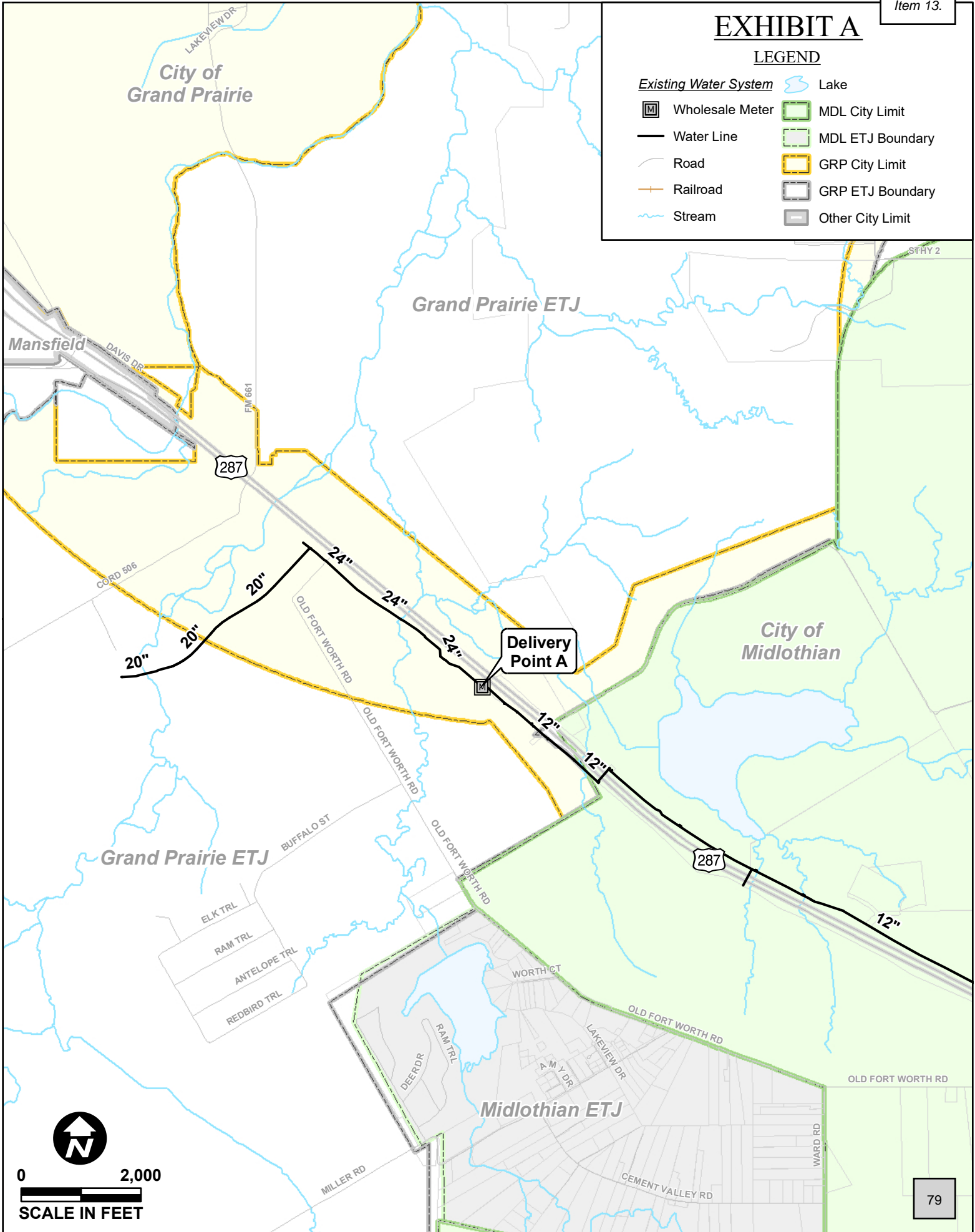
By \_\_\_\_\_  
City Attorney, Grand Prairie

**Exhibit A**  
**Delivery Point A and Midlothian Water Supply Line I**

# EXHIBIT A

## LEGEND

- |   |  |
|---|--|
|  Existing Water System |  Lake             |
|  Wholesale Meter       |  MDL City Limit   |
|  Water Line            |  MDL ETJ Boundary |
|  Road                  |  GRP City Limit   |
|  Railroad              |  GRP ETJ Boundary |
|  Stream                |  Other City Limit |



**Exhibit B**  
**Delivery Point B and Midlothian Water Supply Line II**

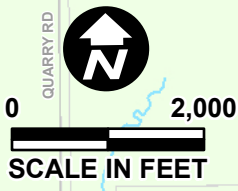
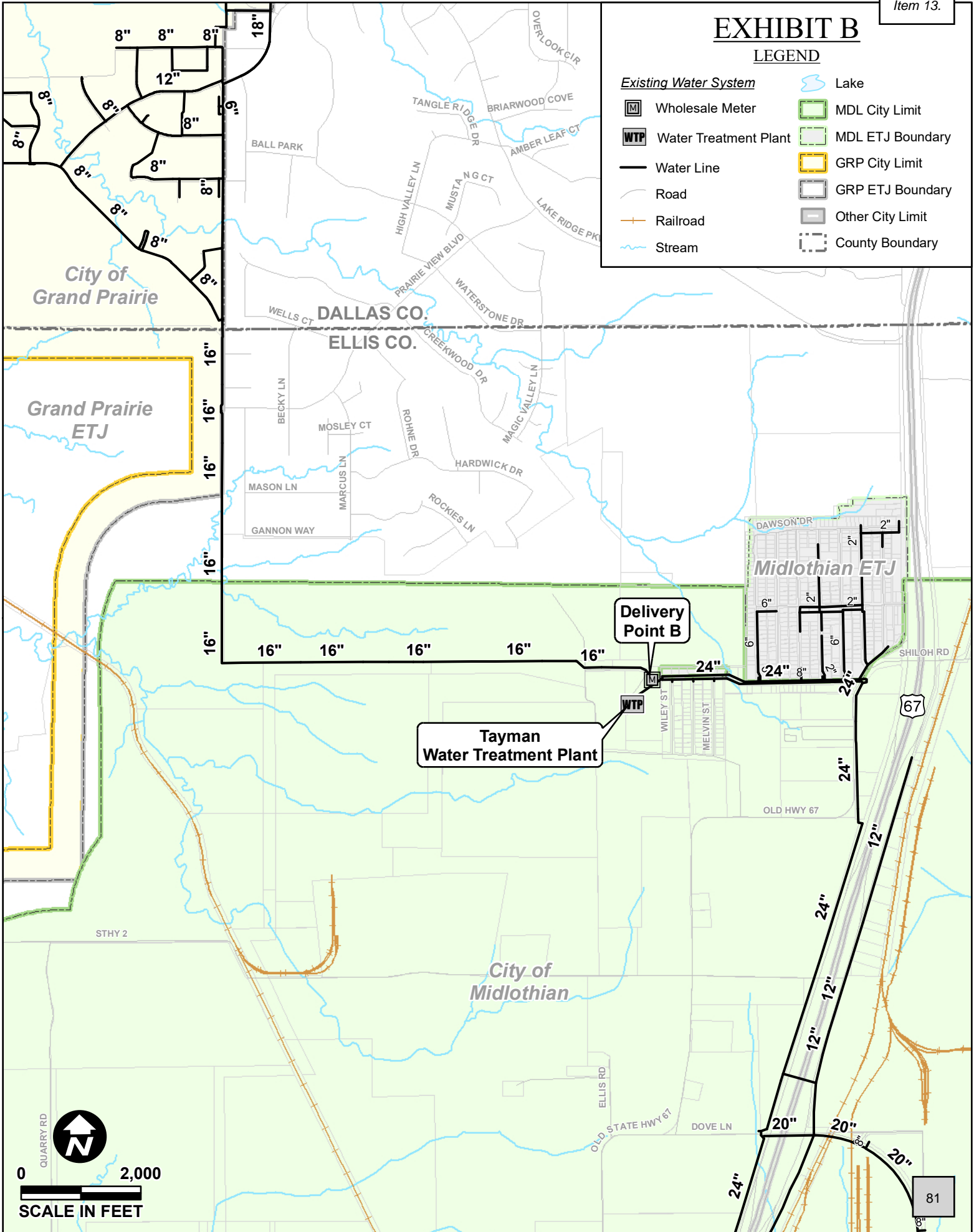


# EXHIBIT B

## LEGEND

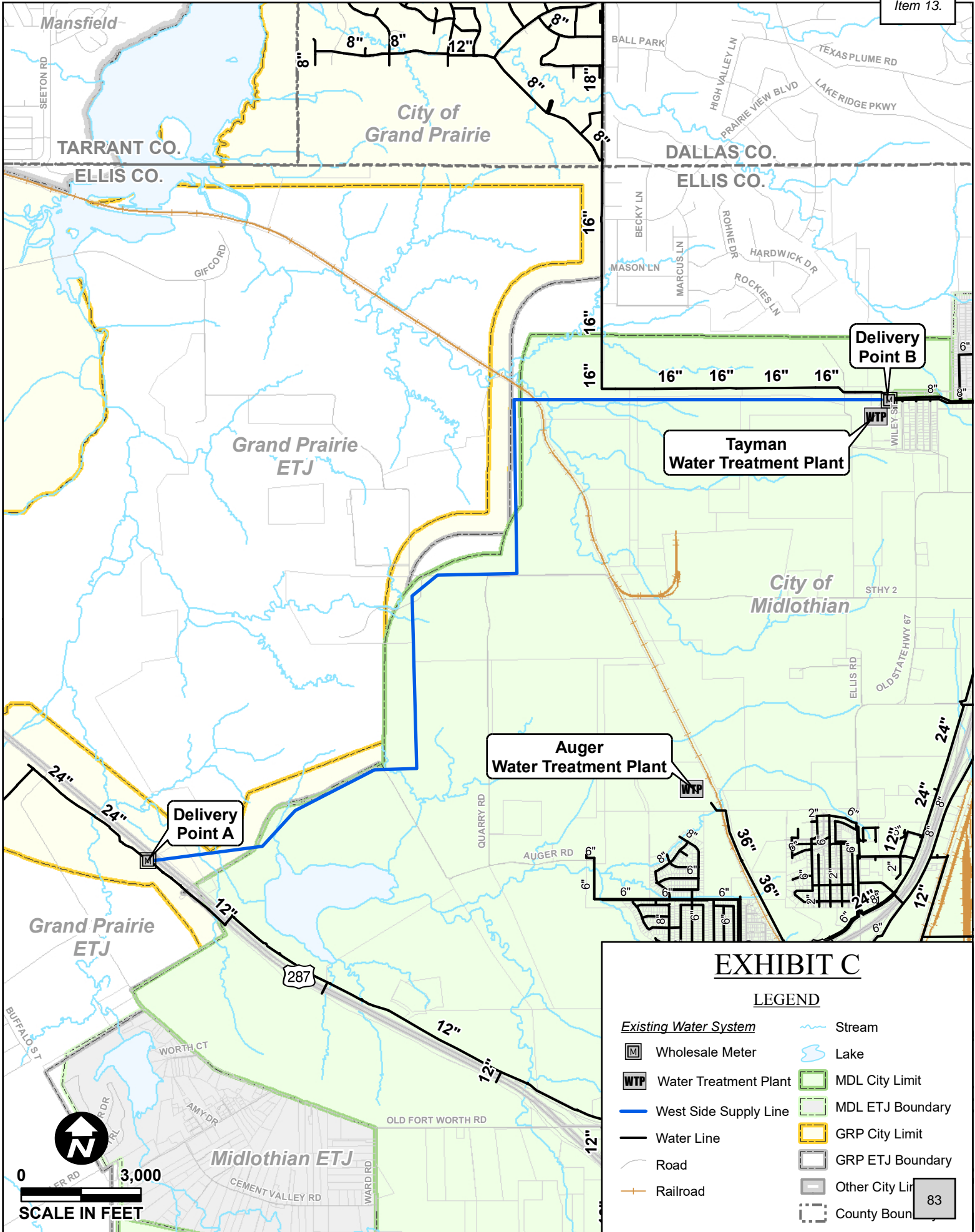
### Existing Water System

- |                       |                  |
|-----------------------|------------------|
| Wholesale Meter       | Lake             |
| Water Treatment Plant | MDL City Limit   |
| Water Line            | MDL ETJ Boundary |
| Road                  | GRP City Limit   |
| Railroad              | GRP ETJ Boundary |
| Stream                | Other City Limit |
|                       | County Boundary  |



**Exhibit C**  
**West Side Supply Line**

Item 13.



### EXHIBIT C

#### LEGEND

- |                       |                  |
|-----------------------|------------------|
| Existing Water System | Stream           |
| Wholesale Meter       | Lake             |
| Water Treatment Plant | MDL City Limit   |
| West Side Supply Line | MDL ETJ Boundary |
| Water Line            | GRP City Limit   |
| Road                  | GRP ETJ Boundary |
| Railroad              | Other City Limit |
|                       | County Bound     |

0 3,000  
 SCALE IN FEET

## Exhibit D

### Rate Methodology Policy

Preamble: This Policy regarding the wholesale treated water rate setting methodology will serve to govern the rate setting methodology for the Agreement for the Sale and Delivery of Treated Water to the City of Grand Prairie by the City of Midlothian (the “Agreement”) for the term of the Agreement.

1. Purpose: The purpose of this Policy is to establish the rate setting methodology and formalize the mutual expectations of the Parties with respect to rate setting methodology. This rate setting methodology will provide the basis for determining wholesale treated water rates after its effective date.
2. Applicability: This Policy is subject to all applicable orders, laws and regulations of the State of Texas and the United States.
3. Water System Policy: Midlothian operates a water system to provide a regulatory compliant safe and reliable water supply adequate for the current water use and future growth of the Parties and to avoid subsidization of any class of customers.
4. Definitions: A glossary which defines applicable cost of service terms is located in Appendix A of this Policy. Cost of service terms may be added or the definition of an existing term amended from time to time without the necessity of amending this Policy. Additions and amendments will be reflected in the appendices attached to the annual cost of service studies.
5. Responsibilities:
  - a. Midlothian is responsible for planning, financing, constructing, operating and maintaining the water supply system to the extent permitted by available water revenues for developing cost of service information to support wholesale rate changes and for informing Grand Prairie of wholesale rate changes and other pertinent utility information.
  - b. Grand Prairie is responsible for keeping Midlothian informed concerning their projected water supply needs and operating requirements for planning, managing and maintaining their retail systems to promote water conservation and efficient system operation and for paying adequate rates to Midlothian to cover the costs incurred by Midlothian in providing service to them.
6. Rate-Setting Methodology for Wholesale Treated Water:
  - a. The “Utility” methodology as defined by the American Water Works Association (AWWA) Manual M1 shall be used for rate setting.
  - b. The “Base – Extra Capacity” cost allocation methodology, as sanctioned by the AWWA.
  - c. The Cost of Service Study shall be based on Midlothian’s current year water and wastewater utility budget adjusted for known and measureable changes to establish a rate study test year, excluding raw water costs charged to Midlothian by TRWD that are

recovered through the Raw Water Rate and Grand Prairie's raw water from Joe Pool Reservoir.

- d. The allocation for the Volume Rate shall be based on historical water consumption for each Delivery Point, adjusted for known and measurable changes. Revenue requirements are to be determined on a utility basis at original cost including construction work in progress.
- e. Operation and Maintenance Expense shall be based on the test year expenditures with adjustments for "known and measurable changes." The "known and measurable changes" are adjustments to the test year expenditures and includes adjustments for changes in salaries and benefits, chemical purchase contracts, power costs, purchase of treated water, metered postage, worker's compensation, general fund cost reimbursement and professional services.
- f. Depreciation Expense is the actual annual depreciation amount calculated for those assets used to provide the wholesale service.
- g. Rate Base is the value of the assets used to provide the contracted service less the accumulated depreciation on the related assets. The Rate Base includes:
  - i. The Original Cost of System Investment less contributed assets and accumulated depreciation, plus construction work in progress (CWIP) and working capital allowance.
  - ii. The Original Cost of Plant Investment is the purchase amount of all assets allocated to the wholesale service provided. The contributed assets are those assets given (or contributed) to Midlothian from other municipalities, grants, and other agencies. The Accumulated Depreciation is the total depreciation amount that has been expensed over the useful life to the allocated assets.
  - iii. Construction Work in Process is the total of the expenditures for capital projects that are under construction and not yet capitalized at the end of the fiscal year.
  - iv. Working Capital is an estimate of the cost of carrying the cash demands of operations. For example, if a utility pays all of invoices received within thirty (30) days and receives remittances from its customers for all account receivables in forty-five (45) days, then the utility has to carry the cash difference for fifteen (15) days throughout the fiscal year. The Working Capital amount also includes a return for carrying the utility's inventory in stock that is not included in the rate base or operation and maintenance expense components.
  - v. The Working Capital factor for Midlothian is estimated to be one-eighth or 12.5% of the annual operation and maintenance expense allocated to the wholesale service provided. Midlothian's Working Capital factor is based on the wholesale contract terms and is consistent with the Working Capital component of other utilities. The Working Capital factor of 12.5% shall

be used until Midlothian has performed an independent lead-lag study to document the Working Capital factor.

- h. Rate of Return on Rate Base is the amount of return to which Midlothian is entitled for providing the assets needed to provide the contracted service. For Midlothian, the rate of return on rate base is set by contract to be the average cost of Midlothian's outstanding debt (also referred to as the "imbedded interest cost") plus 1.5%.
  - i. Return on Rate Base is calculated by multiplying the Rate of Return on Rate Base and the Rate Base allocated to the wholesale service provided.
  - j. All existing water supplies and associated facilities are to be included in a common water rate base. Grand Prairie and future wholesale treated water customers as a customer class shall pay their proportionate share of costs for water supply including that portion held for future use. Allocation of costs including but not limited to operations and maintenance costs shall be based on current use.
  - k. There will be a two part wholesale treated and raw water volume rate with allocation of costs in rate design so as to encourage conservation and efficient operation of the water systems of the Parties.
  - l. At the end of ten (10) years from the Effective Date of this Agreement and each ten (10) years thereafter either Party to this agreement may request a review of the above rate setting methodology and if so the methodology shall be subject to renegotiation.
7. Wholesale Treated Water Rates: After the effective date of this Agreement, Midlothian will prepare a cost of service study to support wholesale treated water rates and allocations and will submit it to Grand Prairie to review prior to submission to the Midlothian City Council. Except as noted herein the cost of service rate setting principles will adhere to the cost of service study including changes that have been identified and implemented since that date.
8. Effective Date: This Policy is effective as of the Effective Date of the Agreement.
9. Approved changes: Changes in the rate setting methodology or other conditions may be made by mutual agreement between the Parties at any time.

## APPENDIX A

### Glossary of Terms

**Accumulated Depreciation** - The accumulated amount of the loss in service value of property

**Allocation** - The apportioning of the common to all costs of service to wholesale treated water service

**Common To All** - Facilities and their associated cost that are dedicated to providing treated water service to both Midlothian and Wholesale Treated Water Customers

**Construction Work in Progress (CWIP)** - The utility investment in facilities under construction but not yet dedicated to service

**Depreciation** - The wearing out or loss in service value of property used in utility operations

**Depreciation Rate** - The rate of loss in service value based on the expected service life of property

**Embedded Interest Rate** - Annual interest expense expressed as a percentage of weighted average debt of the Midlothian Water System

**Interest Expense** - Payments made for the use of borrowed funds

**Inventory** - Material and supply assets kept in Midlothian's inventory which are required to meet current obligations and service responsibilities of the utility

**Maximum Day Demand** - The maximum demand placed on the system over a twenty-four (24) hour period

**MGD** - Million gallons per day flow rate

**Operating Expenses** - Operation and maintenance charges incurred in operating the utility system

**Original Cost** - The amount of investment in facilities when first put into service

**Rate Base** - Total investment dedicated to providing utility service

**Rate of Return** - The percentage of return authorized to be earned on an investment; e.g., rate base

**Raw Water Costs** - Costs incurred in acquiring untreated water supplies

**Retail Customers** - The group of treated water service customers in the Midlothian City CCN, which is comprised of residential, commercial and industrial customers served by Midlothian

**APPENDIX A - CONTINUED**  
**GLOSSARY OF TERMS**

**Rate of flow controller (ROFC)** - A device limiting instantaneous flow rate to a specific amount. Instantaneous flow rate for rate setting purposes is a per day setting

**Test Year (or Test Period)** - Selected to be representative of the period of time over which the new rates are expected to be in effect

**Treated Water** - Raw water that has passed the purification process

**Unaccounted for Water** - Water produced but not billed to customers that result from metering inaccuracies, system leakage and miscellaneous unmetered uses

**Volume Costs** - Costs that tend to vary directly with the amount of water produced and sold

**Water Supplies and Associated Facilities** – Midlothian water supply system including but not limited to all water sources and all system infrastructure

**Wholesale Cost of Service** - The sum total of: (1) operating expense, (2) depreciation expense and (3) return on investment. Depreciation expense and rate of return are on the original cost of investment less accumulated depreciation, capitalized interest and contributed capital

**Wholesale Treated Water Customers** - The group of water customers of Midlothian which currently have wholesale treated water contracts with Midlothian

**Working Capital** - Assets and funds which are required to meet current obligations and service responsibilities of the utility





**CITY OF GRAND PRAIRIE  
COMMUNICATION**

**MEETING DATE:** 09/07/2021

**REQUESTER:** Dwayne Tyner, Sr. Right of Way Agent

**PRESENTER:** Gabe Johnson, Director of Public Works

**TITLE:** Authorize and confirm the purchase of a drainage easement, water main easement and permanent right of way required for the extension of Stadium Drive from GRTP, Ltd, a Texas Limited Partnership in the not to exceed amount of \$520,000

**RECOMMENDED ACTION:** Approve

**ANALYSIS:**

This project was approved for acquisition by negotiation or condemnation on the September 17, 2019, City Council Agenda for Capital Improvement Budget Projects FY 2019/2020. GRTP, Ltd., has subsequently agreed to sell 0.054 acre (2,349 s.f.) for drainage easement, 0.012 acre (521 s.f.) for water main easement and 0.714 acre (31,080 s.f.) for permanent right of way for \$508,507. This amount is reasonable and is the appraised amount determined by an independent appraisal of the easements and right of way. The City will pay all title insurance expenses and closing costs.

**FINANCIAL CONSIDERATION:**

Funding for the not to exceed amount of \$520,000 is available in Street Capital Projects Fund (400192) WO #01908103 (Stadium Drive Extension from Tarrant Road to I-30 Frontage Road).

## CITY OF GRAND PRAIRIE CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 400192 / 01908103  
 Project Title: Stadium Dr Extension  
 Current Request: \$0.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
68540 Construction	\$1,432,640	\$1,432,640	\$0	\$1,432,640	\$1,432,640
68560 Eng/Con/Geo	\$192,810	\$53,160	\$0	\$53,160	\$192,810
68999 Labor	\$85,550	\$75,144	\$0	\$75,144	\$85,550
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
<b>TOTAL</b>	<b>\$1,711,000</b>	<b>\$1,560,944</b>	<b>\$0</b>	<b>\$1,560,944</b>	<b>\$1,711,000</b>



## CITY OF GRAND PRAIRIE COMMUNICATION

**MEETING DATE:** 09/07/2021

**REQUESTER:** Carmen Ard

**PRESENTER:** Gabe Johnson, Public Works Director

**TITLE:** Purchase of state mandated water well capping, plugging wells 13, 16, 19, 22, and 24 and pump & motor removal services at well 24 from Advanced Water Well Technologies in the amount of \$472,097.58 with a 5% contingency of \$23,604.88 for a total amount of \$495,702.46 through a Cooperative agreement with BuyBoard

**RECOMMENDED ACTION:** Approve

### ANALYSIS:

Advanced Water Well Technologies provides all requirements for capping and plugging of water wells, as well as removal of pumps & motors while adhering to state mandated regulations for capping and plugging these sites. They will be plugging Wells 13,16,19,22 and 24 as well as removing the pump and motor from Well 24. The services include proper & safe disposal of the decommissioned equipment. It is essential to safely remove the water well equipment to prevent contamination of the water supply to protect the welfare of the City's residents.

Chapter 271.102 of the Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization. Each to perform governmental functions or services including administrative functions normally associated with the operation of government. 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 or agency. The City of Grand Prairie has master inter-local cooperative agreements with various entities including BuyBoard.

The BuyBoard can 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.

Advanced Water Well Technologies, through the Buyboard provides for removal, safely capping and plugging water well sites. (589-19)

The BuyBoard contract 589-19 began 7/1/2019 and will expire on 6/30/2022.

**FINANCIAL CONSIDERATION:**

Funds are available in FY 2020/2021 budget in the Water Capital Projects (500592) WO #02107703 (FY 21 Water Main Replacements) in the amount of \$495,702.46



# ADVANCED WATER WELL TECHNOLOGIES

14394 E INTERSTATE HWY 10  
CONVERSE, TX 78109  
OFFICE: (830) 865-2362

Item 15.

## QUOTATION

PROJECT NAME / NUMBER: Pump Pulls & Plugging  
 QUOTATION NUMBER: 20210629-DA1  
 DATE: 6/29/2021  
 CUSTOMER P.O. NUMBER: \_\_\_\_\_

CUSTOMER NAME: CITY OF GRAND PRAIRIE  
 ADDRESS (LINE 1): 620 SMALL HILL DR  
 ADDRESS (LINE 2): GRAND PRAIRIE, TX 75050  
 PHONE NUMBER: \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_

		SALES REP: <i>Daniel Adams</i>		
No.	DESCRIPTION	Unit	Price	Line Total
1	<b>WELL 13 PLUGGING:</b>			
2	ADVANCED WATER WELL TECHNOLOGIES CREW LABOR TO LOAD OUT ALL MATERIALS, TOOLING, & EQUIPMENT REQUIRED TO PLUG WELL; MOBILIZE ALL EQUIPMENT & TOOLING TO SITE TO PLUG WELL; LABOR TO UNLOAD AT SITE; SET UP LOCATION; RIG UP; TALLY PIPE WORK STRING; PREPARE FOR PLUGGING OPERATIONS; REMOVE REMOVABLE DEBRIS, DISINFECT STANDING WATER IN WELL BORE, LABOR TO TRIP IN TREMMIE TUBING TO PLUG; ADVANCED WATER WELL TECHNOLOGIES LABOR TO PLUG WELL; LABOR TO TRIP OUT TREMMIE TUBING; WASH DOWN & CLEAN UP; LABOR TO RETURN TO SITE & TOP OFF WELL CASING WITH CEMENT; LABOR TO LOAD UP; RIG DOWN; AND PREPARE TO TRANSPORT; DEMOBILIZE ALL EQUIPMENT & TOOLING FROM SITE TO OUR FACILITY; CREW LABOR TO OFF LOAD ALL TOOLING AND EQUIPMENT AT OUR FACILITY; PROVIDE AWWT REPRESENTATIVE TO TAKE COMPLETION PHOTOS ONCE THE CITY REMOVES CEMENT SURFACE COMPLETION, DIGS OUT AROUND CASING, AND CUTS CASING OFF 5 FT BELOW GROUND LEVEL. AFTER COMPLETION PHOTOS ARE TAKEN BY AWWT TECHNICIAN THE CITY IS TO BACKFILL THE HOLE TO GRADE WITH NATIVE SOILS; LABOR HOURS FOR OFFICE STAFF TO COMPLETE & FILE STATE PLUGGING REPORT; PROVIDE CUSTOMER WITH A PLUGGING REPORT. PLEASE NOTE: THE CITY IS TO COMPLETE THE DEMO WORK WITHIN 5 DAYS OF ADVANCED WATER WELL COMPLETING THE PLUGGING OF THE WATER WELL	158	\$ 250.00	\$ 39,500.00
3	THIRD PARTY CREW LABOR, EQUIPMENT, TOOLING & CEMENT REQUIRED TO MIX & PRESSURE PUMP ENOUGH CLASS A CEMENT MIXED WITH BENONITE GEL PER CALCULATED VOLUME WITH NO OVERAGE INCLUDED FOR FORMATION CONSUMPTION. CEMENT CALCULATIONS QUOTED LUMP SUM UP TO 715 SACKS, ADDITIONALLY 400 EXTRA SACKS CLASS A NEAT INCLUDED IN BASE BID	1	\$ 29,339.22	\$ 29,339.22
4	PER DIEM FOR CREW TO COMPLETE PLUGGING OPERATIONS WITHIN BASE BID	12	\$ 450.00	\$ 5,400.00
5	FEES FOR OVER WEIGHT EQUIPMENT REQUIRED TO PLUG WELLS	1	\$ 261.32	\$ 261.32
6				
7	<b>WELL 16 PLUGGING:</b>			
8	ADVANCED WATER WELL TECHNOLOGIES CREW LABOR TO LOAD OUT ALL MATERIALS, TOOLING, & EQUIPMENT REQUIRED TO PLUG WELL; MOBILIZE ALL EQUIPMENT & TOOLING TO SITE TO PLUG WELL; LABOR TO UNLOAD AT SITE; SET UP LOCATION; RIG UP; TALLY PIPE WORK STRING; PREPARE FOR PLUGGING OPERATIONS; REMOVE REMOVABLE DEBRIS, DISINFECT STANDING WATER IN WELL BORE, LABOR TO TRIP IN TREMMIE TUBING TO PLUG; ADVANCED WATER WELL TECHNOLOGIES LABOR TO PLUG WELL; LABOR TO TRIP OUT TREMMIE TUBING; WASH DOWN & CLEAN UP; LABOR TO RETURN TO SITE & TOP OFF WELL CASING WITH CEMENT; LABOR TO LOAD UP; RIG DOWN; AND PREPARE TO TRANSPORT; DEMOBILIZE ALL EQUIPMENT & TOOLING FROM SITE TO OUR FACILITY; CREW LABOR TO OFF LOAD ALL TOOLING AND EQUIPMENT AT OUR FACILITY; PROVIDE AWWT REPRESENTATIVE TO TAKE COMPLETION PHOTOS ONCE THE CITY REMOVES CEMENT SURFACE COMPLETION, DIGS OUT AROUND CASING, AND CUTS CASING OFF 5 FT BELOW GROUND LEVEL. AFTER COMPLETION PHOTOS ARE TAKEN BY AWWT TECHNICIAN THE CITY IS TO BACKFILL THE HOLE TO GRADE WITH NATIVE SOILS; LABOR HOURS FOR OFFICE STAFF TO COMPLETE & FILE STATE PLUGGING REPORT; PROVIDE CUSTOMER WITH A PLUGGING REPORT. PLEASE NOTE: THE CITY IS TO COMPLETE THE DEMO WORK WITHIN 5 DAYS OF ADVANCED WATER WELL COMPLETING THE PLUGGING OF THE WATER WELL	163	\$ 250.00	\$ 40,750.00
9	THIRD PARTY CREW LABOR, EQUIPMENT, TOOLING & CEMENT REQUIRED TO MIX & PRESSURE PUMP ENOUGH CLASS A CEMENT MIXED WITH BENONITE GEL PER CALCULATED VOLUME WITH NO OVERAGE INCLUDED FOR FORMATION CONSUMPTION. CEMENT CALCULATIONS QUOTED LUMP SUM UP TO 1010 SACKS, ADDITIONALLY 400 EXTRA SACKS CLASS A NEAT INCLUDED IN BASE BID	1	\$ 35,124.05	\$ 35,124.05
10	PER DIEM FOR CREW TO COMPLETE PLUGGING OPERATIONS WITHIN BASE BID	12	\$ 450.00	\$ 5,400.00
11	FEES FOR OVER WEIGHT EQUIPMENT REQUIRED TO PLUG WELLS	1	\$ 261.32	\$ 261.32
12				

13	<b>WELL 19 PLUGGING:</b>			
14	ADVANCED WATER WELL TECHNOLOGIES CREW LABOR TO LOAD OUT ALL MATERIALS, TOOLING, & EQUIPMENT REQUIRED TO PLUG WELL; MOBILIZE ALL EQUIPMENT & TOOLING TO SITE TO PLUG WELL; LABOR TO UNLOAD AT SITE; SET UP LOCATION; RIG UP; TALLY PIPE WORK STRING; PREPARE FOR PLUGGING OPERATIONS; REMOVE REMOVABLE DEBRIS, DISINFECT STANDING WATER IN WELL BORE, LABOR TO TRIP IN TREMMIE TUBING TO PLUG; ADVANCED WATER WELL TECHNOLOGIES LABOR TO PLUG WELL; LABOR TO TRIP OUT TREMMIE TUBING; WASH DOWN & CLEAN UP; LABOR TO RETURN TO SITE & TOP OFF WELL CASING WITH CEMENT; LABOR TO LOAD UP; RIG DOWN; AND PREPARE TO TRANSPORT; DEMOBILIZE ALL EQUIPMENT & TOOLING FROM SITE TO OUR FACILITY; CREW LABOR TO OFF LOAD ALL TOOLING AND EQUIPMENT AT OUR FACILITY; PROVIDE AWWT REPRESENTATIVE TO TAKE COMPLETION PHOTOS ONCE THE CITY REMOVES CEMENT SURFACE COMPLETION, DIGS OUT AROUND CASING, AND CUTS CASING OFF 5 FT BELOW GROUND LEVEL. AFTER COMPLETION PHOTOS ARE TAKEN BY AWWT TECHNICIAN THE CITY IS TO BACKFILL THE HOLE TO GRADE WITH NATIVE SOILS; LABOR HOURS FOR OFFICE STAFF TO COMPLETE & FILE STATE PLUGGING REPORT; PROVIDE CUSTOMER WITH A PLUGGING REPORT. PLEASE NOTE: THE CITY IS TO COMPLETE THE DEMO WORK WITHIN 5 DAYS OF ADVANCED WATER WELL COMPLETING THE PLUGGING OF THE WATER WELL	158	\$ 250.00	\$ 39,500.00
15	THIRD PARTY CREW LABOR, EQUIPMENT, TOOLING & CEMENT REQUIRED TO MIX & PRESSURE PUMP ENOUGH CLASS A CEMENT MIXED WITH BENONITE GEL PER CALCULATED VOLUME WITH NO OVERAGE INCLUDED FOR FORMATION CONSUMPTION. CEMENT CALCULATIONS QUOTED LUMP SUM UP TO 1100 SACKS, ADDITIONALLY 400 EXTRA SACKS CLASS A NEAT INCLUDED IN BASE BID	1	\$ 36,891.69	\$ 36,891.69
16	PER DIEM FOR TRUCK DRIVERS, SUPERVISORS AND CREW TO COMPLETE PLUGGING OPERATIONS WITHIN BASE BID	12	\$ 450.00	\$ 5,400.00
17	FEES FOR OVER WEIGHT EQUIPMENT REQUIRED TO PLUG WELLS	1	\$ 261.32	\$ 261.32
18				
19	<b>WELL 22 PLUGGING:</b>			
20	ADVANCED WATER WELL TECHNOLOGIES CREW LABOR TO LOAD OUT ALL MATERIALS, TOOLING, & EQUIPMENT REQUIRED TO PLUG WELL; MOBILIZE ALL EQUIPMENT & TOOLING TO SITE TO PLUG WELL; LABOR TO UNLOAD AT SITE; SET UP LOCATION; RIG UP; TALLY PIPE WORK STRING; PREPARE FOR PLUGGING OPERATIONS; REMOVE REMOVABLE DEBRIS, DISINFECT STANDING WATER IN WELL BORE, LABOR TO TRIP IN TREMMIE TUBING TO PLUG; ADVANCED WATER WELL TECHNOLOGIES LABOR TO PLUG WELL; LABOR TO TRIP OUT TREMMIE TUBING; WASH DOWN & CLEAN UP; LABOR TO RETURN TO SITE & TOP OFF WELL CASING WITH CEMENT; LABOR TO LOAD UP; RIG DOWN; AND PREPARE TO TRANSPORT; DEMOBILIZE ALL EQUIPMENT & TOOLING FROM SITE TO OUR FACILITY; CREW LABOR TO OFF LOAD ALL TOOLING AND EQUIPMENT AT OUR FACILITY; PROVIDE AWWT REPRESENTATIVE TO TAKE COMPLETION PHOTOS ONCE THE CITY REMOVES CEMENT SURFACE COMPLETION, DIGS OUT AROUND CASING, AND CUTS CASING OFF 5 FT BELOW GROUND LEVEL. AFTER COMPLETION PHOTOS ARE TAKEN BY AWWT TECHNICIAN THE CITY IS TO BACKFILL THE HOLE TO GRADE WITH NATIVE SOILS; LABOR HOURS FOR OFFICE STAFF TO COMPLETE & FILE STATE PLUGGING REPORT; PROVIDE CUSTOMER WITH A PLUGGING REPORT. PLEASE NOTE: THE CITY IS TO COMPLETE THE DEMO WORK WITHIN 5 DAYS OF ADVANCED WATER WELL COMPLETING THE PLUGGING OF THE WATER WELL	158	\$ 250.00	\$ 39,500.00
21	THIRD PARTY CREW LABOR, EQUIPMENT, TOOLING & CEMENT REQUIRED TO MIX & PRESSURE PUMP ENOUGH CLASS A CEMENT MIXED WITH BENONITE GEL PER CALCULATED VOLUME WITH NO OVERAGE INCLUDED FOR FORMATION CONSUMPTION. CEMENT CALCULATIONS QUOTED LUMP SUM UP TO 1085 SACKS, ADDITIONALLY 400 EXTRA SACKS CLASS A NEAT INCLUDED IN BASE BID	1	\$ 36,589.69	\$ 36,589.69
22	PER DIEM FOR CREW TO COMPLETE SCOPE OF WORK WITHIN BASE BID	12	\$ 450.00	\$ 5,400.00
23	FEES FOR OVER WEIGHT EQUIPMENT REQUIRED TO PLUG WELLS	1	\$ 261.32	\$ 261.32
24				
25	<b>WELL 24 PUMP REMOVAL 450HP:</b>			
26	MOBILIZE SERVICE RIG, SUPPORT TRUCK AND CREW TO SITE; PULL PUMP; CREW TO ASSIST CRANE OPERATOR WITH LOADING PUMPING EQUIPMENT REMOVED; STRAP DOWN AND PREPARE FOR TRANSPORT; MOBILIZE 18 TON CRANE, 40FT FLAT BED AND CRANE OPERATOR / TRUCK DRIVER TO SITE; LOAD PUMPING EQUIPMENT REMOVED FROM WELL; STRAP DOWN AND HAUL TO OUR FACILITY FOR DISPOSAL; DEMOBILIZE CRANE, SERVICE RIG, SUPPORT TRUCKS, AND CREW; MOBILIZE CAMERA TRAILER & TECHNICIAN TO SITE; PERFORM CAMERA SURVEY TO VIEW DOWN HOLE CONDITION; CREW LABOR TO CRATE MOTOR FOR DECONTAMINATION & SHIPPING	80	\$ 250.00	\$ 20,000.00
27	PER DIEM FOR CREW	8	\$ 450.00	\$ 3,600.00
28	STATE MANDATED FEES FOR OVER WEIGHT EQUIPMENT REQUIRED TO REMOVE PUMP	1	\$ 261.32	\$ 261.32
29				
30	<b>WELL 24 MOTOR DECONTAMINATION &amp; DISPOSAL:</b>			
31	THIRD PARTY COST FOR REQUIRED MERCURY SHIPPING CAP & FREIGHT TO GET SHIPPING CAP TO OUR FACILITY; DECONTAMINATION & RECYCLING OF 16" BYRON JACKSON MERCURY CONTAINING MOTOR; INCLUDES FREIGHT TO TRANSPORT MOTOR TO DECONTAMINATION & RECYCLING FACILITY	1	\$ 42,256.75	\$ 42,256.75
32		1		\$ -

33	<b>WELL 24 PLUGGING:</b>			
34	ADVANCED WATER WELL TECHNOLOGIES CREW LABOR TO LOAD OUT ALL MATERIALS, TOOLING, & EQUIPMENT REQUIRED TO PLUG WELL; MOBILIZE ALL EQUIPMENT & TOOLING TO SITE TO PLUG WELL; LABOR TO UNLOAD AT SITE; SET UP LOCATION; RIG UP; TALLY PIPE WORK STRING; PREPARE FOR PLUGGING OPERATIONS; REMOVE REMOVABLE DEBRIS, DISINFECT STANDING WATER IN WELL BORE, LABOR TO TRIP IN TREMMIE TUBING TO PLUG; ADVANCED WATER WELL TECHNOLOGIES LABOR TO PLUG WELL; LABOR TO TRIP OUT TREMMIE TUBING; WASH DOWN & CLEAN UP; LABOR TO RETURN TO SITE & TOP OFF WELL CASING WITH CEMENT; LABOR TO LOAD UP; RIG DOWN; AND PREPARE TO TRANSPORT; DEMOBILIZE ALL EQUIPMENT & TOOLING FROM SITE TO OUR FACILITY; CREW LABOR TO OFF LOAD ALL TOOLING AND EQUIPMENT AT OUR FACILITY; PROVIDE AWWT REPRESENTATIVE TO TAKE COMPLETION PHOTOS ONCE THE CITY REMOVES CEMENT SURFACE COMPLETION, DIGS OUT AROUND CASING, AND CUTS CASING OFF 5 FT BELOW GROUND LEVEL. AFTER COMPLETION PHOTOS ARE TAKEN BY AWWT TECHNICIAN THE CITY IS TO BACKFILL THE HOLE TO GRADE WITH NATIVE SOILS; LABOR HOURS FOR OFFICE STAFF TO COMPLETE & FILE STATE PLUGGING REPORT; PROVIDE CUSTOMER WITH A PLUGGING REPORT. PLEASE NOTE: THE CITY IS TO COMPLETE THE DEMO WORK WITHIN 5 DAYS OF ADVANCED WATER WELL COMPLETING THE PLUGGING OF THE WATER WELL	163	\$ 250.00	\$ 40,750.00
35	THIRD PARTY CREW LABOR, EQUIPMENT, TOOLING & CEMENT REQUIRED TO MIX & PRESSURE PUMP ENOUGH CLASS A CEMENT MIXED WITH BENONITE GEL PER CALCULATED VOLUME WITH NO OVERAGE INCLUDED FOR FORMATION CONSUMPTION. CEMENT CALCULATIONS QUOTED LUMP SUM UP TO 1,285 SACKS, ADDITIONALLY 400 EXTRA SACKS CLASS A NEAT INCLUDED IN BASE BID	1	\$ 39,728.26	\$ 39,728.26
36	PER DIEM FOR CREW TO COMPLETE PLUGGING OPERATIONS WITHIN BASE BID	12	\$ 450.00	\$ 5,400.00
37	FEES FOR OVER WEIGHT EQUIPMENT REQUIRED TO PLUG WELLS	1	\$ 261.32	\$ 261.32
38				

Taxable (Yes/No) : TBD Tax Rate: TBD % *Applicable sales tax will be charged when invoiced.*

**Subtotal: \$ 472,097.58**  
**Sales Tax: \$ -**  
**Total: \$ 472,097.58**

40	<u>FOR ALL PUMP REMOVAL QUOTES PLEASE NOTE:</u> WE TAKE EXCEPTION TO ANY AND ALL LIABILITY OR DAMAGES REGARDING A MERCURY SPILL WHEN WORKING ON OLD MERCURY FILLED MOTORS THAT HAVE BEEN IN SERVICE AND ARE NOW BEING REMOVED AND UNCOUPLED FROM THE PUMP. WE ALWAYS TAKE PRECAUTION WHEN REMOVING SUCH EQUIPMENT, BUT THERE IS ALWAYS THE CHANCE THAT THE MERCURY SEAL MAY NOT BE HOLDING AND BEGINS LEAKING WHEN UNCOUPLED FROM THE PUMP. BEFORE LAYING THE MOTORS HORIZONTAL, SHIPPING CAPS WILL BE INSTALLED TO REDUCE THE RISK OF A MERCURY SPILL.
41	<u>FOR ALL PUMP REMOVAL QUOTES PLEASE NOTE:</u> THESE QUOTES DO NOT INCLUDE ANY FISHING SERVICES REQUIRED IF PUMPS ARE FOUND TO BE STUCK, SEPARATED, OR PARTED IN ANY WAY.
42	<u>FOR ALL MOTOR DECONTAMINATION &amp; DISPOSAL QUOTES PLEASE NOTE:</u> THERE IS A 6 MONTH TO 1 YEAR LEAD TIME TO COMPLETE THIS SCOPE OF WORK. ANY FURTHER DELAYS ARE OUT OF CONTRACTOR CONTROL. SCOPE OF WORK WILL BE COMPLETED AROUND DISPOSAL FACILITY'S TIME LINE.
43	<u>FOR ALL PLUGGING QUOTES PLEASE NOTE:</u> THIRD PARTY BASE PRICE PROVIDED WITHIN THIS PROPOSAL, INCLUDES 14 HOURS OF THIRD PARTY LABOR & ENOUGH CLASS A CEMENT TO PLUG THE WELL MIXED WITH BENONITE GEL BASED UPON CALCULATIONS MADE FROM INFORMATION SEEN IN THE WELL REPORT PROVIDED BY THE CITY, PLUS 400 EXTRA SACKS OVER THAT CALCULATED VOLUME, QUOTED LUMP SUM. ANY ADDITIONAL THIRD PARTY CEMENT PERSONNEL & EQUIPMENT HOURS, OVER THE 14 INCLUDED IN THE BASE BID, WHICH ARE REQUIRED TO COMPLETE PLUGGING OPERATIONS WILL BE INVOICED AT \$601.39 PER HOUR WITHOUT WARNING. ANY ADDITIONAL ADVANCED WATER WELL TECHNOLOGIES LABOR REQUIRED TO COMPLETE SCOPE OF WORK AS OUTLINED AND DETAILED IN THIS PROPOSAL WILL BE INVOICED AT \$250 PER HOUR PLUS \$450 PER DAY WITHOUT WARNING. ANY ADDITIONAL CEMENT & TRUCKING COSTS, OVER THE AMOUNT ESTIMATED AND OUTLINED IN THE BASE BID, WILL BE INVOICED TO CUSTOMER AT ADVANCED WATER WELL TECHNOLOGIES' COST WITHOUT WARNING.
44	<u>FOR ALL PLUGGING QUOTES PLEASE NOTE:</u> CITY AGREES TO PROVIDE ALL NECESSARY CONSTRUCTION WATER REQUIRED TO PLUG WELL AT NO COST TO ADVANCED WATER WELL TECHNOLOGIES. IF CONTRACTOR IS REQUIRED TO SUPPLY CONSTRUCTION WATER OR EQUIPMENT AND LABOR TO PIPE CONSTRUCTION WATER TO LOCATION, ADDITIONAL FEES WILL BE INVOICED TO THE CITY WITHOUT WARNING.
45	<u>FOR ALL PLUGGING QUOTES PLEASE NOTE:</u> CITY AGREES TO COMPLETE DEMO WORK OF ALL SURFACE COMPLETIONS AND BACKFILL TO GRADE WITHIN 5 DAYS OF ADVANCED WATER WELL TECHNOLOGIES COMPLETING PLUGGING OF WELL.
46	<u>FOR ALL PLUGGING QUOTES PLEASE NOTE:</u> QUOTES ARE CONTINGENT UPON THE WELL NOT BEING OBSTRUCTED IN ANY WAY. IF ANY OBSTRUCTIONS ARE ENCOUNTERED AND WE CANNOT GET CLOSE TO THE TOTAL DEPTH OF THE WELL, WE MUST THEN PROVIDE FURTHER RECOMMENDATIONS ON HOW TO PROCEED. RECOMMENDATIONS AND QUOTES FOR CORRESPONDING SCOPES OF WORK ARE BASED ON A CASE BY CASE BASIS.
47	<u>FOR PLUGGING QUOTE ON WELL 24:</u> PRICE AS SHOWN IS OUR BEST BUDEGETARY ESTIMATE BASED ON WELL INFORMATION PROVIDED BY THE CITY OF GRAND PRAIRIE. ONCE THE PUMP HAS BEEN PULLED AND A WELL VIDEO SURVEY HAS BEEN COMPLETED WE WILL HAVE A BETTER UNDERSTANDING OF ACTUAL WELL CONSTRUCTION AND ACTUAL WELL CONDITION.
48	<u>FOR ALL QUOTES PLEASE NOTE:</u> WELL SITE/LOCATION MUST BE SERVICE RIG ACCESSIBLE AND NOT LOCATED IN A BUILDING
49	<u>FOR ALL QUOTES PLEASE NOTE:</u> ALL LABOR HOURS AS OUTLINED WITHIN THIS PROPOSAL ARE ESTIMATED; CUSTOMER WILL BE INVOICED FOR ACTUAL HOURS TO COMPLETE THE SERVICES AS OUTLINED WITHIN THIS PROPOSAL PER THE HOURLY RATES AS STATED ABOVE.
50	<u>FOR ALL QUOTES PLEASE NOTE:</u> ALL THIRD PARTY COSTS ARE ESTIMATED. ACTUAL COST FROM THIRD PARTY SERVICES, INCLUDING SHIPPING OF CAPS & MOTORS, WILL BE INVOICED AT COST ON FINAL INVOICE TO CITY OF GRAND PRAIRIE.
51	<u>PLEASE NOTE:</u> ADVANCED WATER WELL TECHNOLOGIES WILL REQUIRE ACCEPTANCE OF ONE YEAR TIMELINE TO COMPLETE ALL SCOPES OF WORK OUTLINED ABOVE, WITH THE EXCEPTION OF ANY DELAYS CREATED BY OR RELATED TO THE DECONTAMINATION/DISPOSAL AND IN RELATION TO ANY UNFORSEEN ISSUES WHICH MAY OCCUR WITH WELL PLUGGING.

Regulated by:  
 Texas Department of Licensing and Regulation  
 PO Box 12157 Austin, TX 78157 1-800-803-9202

**NOTE: BUY BOARD CONTRACT #589-19**

SHIPMENT:

SHIPPING DETAILS:

Proposed Start Date:

All prices above are subject to Federal, State and Local Sales Taxes.

This quotation will automatically expire if Purchaser does not deliver

a written acceptance to this contract by: 30 DAYS

Advanced Water Well Technologies  
14394 E INTERSTATE HIGHWAY 10  
CONVERSE, TX 78109  
(Contractor)

**ACCEPTANCE OF THIS CONTRACT:** The above prices, specifications, and conditions are satisfactory to the purchaser and are hereby accepted with signature below, Fax, Email, or verbal conformation. Purchaser authorizes Advanced Water Well Technologies ("AWWT") and its subcontractors to do the work as specified. All work is to be completed as specified and according to standard industry practices. Any additional work or materials required due to unknown well conditions will result in an extra charge over and above the estimate. Our workers are fully covered by Workman's Compensation Insurance. We warranty our craftsmanship against craftsmanship defects for one year; defects to be determined on a case by case basis by AWWT. There is a manufacturers warranty on equipment for one year. The manufacturer determines if the equipment will be warrantied or not on a case by case basis. Payment is due upon receipt of invoice and balances past due after 30 days are subject to 15% interest per annum.

PURCHASER: \_\_\_\_\_

ADDRESS (LINE 1): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ADDRESS (LINE 2): \_\_\_\_\_

DATE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_



**CITY OF GRAND PRAIRIE  
CAPITAL PROJECTS BUDGET SUMMARY**

Fund/Activity Account: 500592 / 02107703  
 Project Title: FY21 Water Main Replacements  
 Current Request: \$0.00

<b>ACCOUNT DESCRIPTION</b>	<b>1 CURRENT BUDGET</b>	<b>2 AVAILABLE BALANCE</b>	<b>3 CURRENT REQUEST</b>	<b>2+3 REVISED BALANCE</b>	<b>1+3 AMENDED BUDGET</b>
Construction 68540	\$800,000	\$800,000	\$0	\$800,000	\$800,000
Eng/Con/Geo 68560	\$150,000	\$150,000	\$0	\$150,000	\$150,000
Labor 68999	\$50,000	\$50,000	\$0	\$50,000	\$50,000
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
<b>TOTAL</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>	<b>\$0</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

**MEETING DATE:** 09/07/2021

**REQUESTER:** Anda Upchurch

**PRESENTER:** Lisa Norris, Human Resources Director

**TITLE:** Ratify the Enterprise Health Service Provider agreements with Peerfit, Inc., in the cumulative amount of \$109,035.44

**RECOMMENDED ACTION:** Approve

**ANALYSIS:**

In 2017, the staff entered into a sole source agreement with Peerfit, Inc. for fitness and wellness benefits. The Peerfit program connects enrolled users to their network of third-party wellness solutions including a variety of fitness classes and gym memberships. The agreement includes ancillary administrative services, including system set-up and maintenance, customer support, and certain accounting-related services. This agreement was renewed one time, for services to continue through May 2019. In 2019, staff requested quotes from multiple HUB vendors to evaluate the market of comparable programs. No comparable programs were offered by competing suppliers, and new agreement was awarded to Peerfit, Inc. for an initial one-year term with one additional renewal year. The current term of the contract expires September 30, 2021, at which time the contract will terminate, and no additional services will be performed. This requested Council action is to ratify the expenditures with Peerfit, Inc. under these agreements, having surpassed a cumulative expense total of \$50,000.

'17 - 18 Agreement:	\$29,229.64
'18 - 19 Renewal:	\$25,671.18
'19 - 20 Agreement:	\$26,242.36
'20 - 21 Renewal*:	\$27,892.26
<b>Total to Ratify:</b>	<b>\$109,035.44</b>

\*Includes an estimated amount for services to be provided through the end of the current term, September 30, 2021.

**FINANCIAL CONSIDERATION:**

Funding was budgeted for and provided in the Employee Insurance HLTH fund (FY 21: 213010-61275)



## CITY OF GRAND PRAIRIE COMMUNICATION

**MEETING DATE:** 09/07/2021

**REQUESTER:** Anda Upchurch

**PRESENTER:** Lisa Norris, Human Resources Director

**TITLE:** Ratify the City’s previous contract year expenditure in the amount of \$401,584.12, and approve Change Order #2 with Employer Direct Healthcare (Surgery Plus) in the amount of \$125,000, for an overall annual amount for 2021 not to exceed \$375,000

**RECOMMENDED ACTION:** Approve

### ANALYSIS:

In July of 2017, Council approved the City to enter into an agreement with Employer Direct Healthcare, LLC (commonly referred to as “Surgery Plus”) through a Master Interlocal Agreement with the City of Fort Worth as allowed under State purchasing laws, Government Code, Chapter 271.102. This contract provides for deep discounts and bundled pricing for certain surgeries through a very narrow, highly qualified network of surgeons and facilities. The “bundling” provided makes processing and savings easy – there is simply one fee charged for all related fees to the surgery – pre-op, surgery, facility fees, anesthesia, co-surgeons, and post-surgery follow-up – no individual bills for the employee or city to track and pay. There are a few items excluded such as imaging (MRI’s, etc.). This service has produced an average savings of 54% over what we would have paid through the carrier. As a result, the city waives the employee’s coinsurance (20%) as an incentive to utilize this service. The employee pays any portion of their deductible that remains at the time of surgery. The city is direct billed for administrative fees to access the network and procedure fees which we charge to claims.

Employees, retirees and their covered family members on our plan are eligible for this benefit. The administrative fees paid include the production of marketing materials, administration of the benefit, and summary analytics/reporting on a regular basis to the city regarding utilization. This original agreement was for one-year with the option to renew for additional one-year periods through December 2021 at an annual cost not to exceed \$100,000, totaling \$500,000 if all extensions are exercised.

On March 17, 2020, Council ratified the previous contract year’s expenditure in the amount of \$229,509.61 due to increased usage and authorized the contract renewal for a seventeen-month term from August 2019 to December 2020 in the increased amount of \$350,000 to better align our contract dates with the City of Fort Worth’s contract. We are asking to ratify this past contract renewal in the amount of \$401,584.12 due to timing and process issues which were since remedied. As of October 2020 (near the end of the contract period), our average spend per transaction was \$6,883 and we had only spent \$302,846, so we were projected to fall under budget. However, on October 30, 2020, we had

a claim of \$46,000 hit in addition to other small ones to end the year and had used a check versus PO method for part of the contract which was less efficient in tracking. We have since converted fully to PO processes which produces improved tracking and reporting of expenditures regularly to help catch potential contract overages prior to them occurring. That same ratification that occurred in March 2020, also authorized the City Manager to execute a single renewal option for a future year between January 2021 and December 2021 in the estimated annual amount not to exceed \$250,000, totaling \$929,509.61 if all extensions are exercised.

While staff initially projected cost to be \$100,000 per year for services due to unknown level of interest, the program continues to be highly popular among employees, causing the need to increase the contract further. Staff is requesting to add \$125,000 to the \$250,000 annual budgeted amount to total a not to exceed value of \$375,000 through December 31, 2021. We currently only have about \$2,600 left for this year under the existing value and multiple cases for surgery are still being worked by SurgeryPlus. State statute requires City Council approval of a change order when the cumulative cost of the change order exceeds \$50,000, which applies here. Below is a recap of changes and the current request.

<u>Contract Term</u>	<u>Contract Value</u>	<u>Term Length</u>	<u>Expenditure</u>	
Aug17' – Jul18'	\$100,000	12 months	\$94,094.89	
Aug18' – Jul19'	\$100,000	12 months	\$229,509.61	*ratified 3/2020
Aug19' – Dec20'	\$350,000	17 months	\$401,584.12	*ratify
Jan21' – Dec21'	\$250,000	12 months		
Current request	\$125,000			*approve
<b>Contract Total</b>	<b>\$1,106,093.73</b>			

Below is a recap of the savings versus the fees to demonstrate a “net” savings for the past three years to demonstrate the program is paying for itself. Savings for procedures are based on: 1) surgeons with SurgeryPlus who provide a second opinion and are able to avoid surgery altogether, or 2) savings by completing a surgery at a highly reduced rate from what the plan charges.

	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>Cumulative</b>
# Procedures	<b>17</b>	<b>23</b>	<b>39</b>	<b>79</b>
Avg % Savings SurgeryPlus v Carrier	<b>53.3%</b>	<b>53.6%</b>	<b>57.4%</b>	<b>54.8%</b>
<b>Savings</b>	\$159,252	\$208,032	\$559,346	\$926,630
<b>Less: Fees</b>	\$47,961	\$49,164	\$49,299	\$146,424
<b>Net savings</b>	\$111,291	\$158,868	\$510,047	\$780,206
<b>Return On Investment</b>	3.32x	4.23x	11.35x	6.32x

**FINANCIAL CONSIDERATION:**

Funds are available in FY 2020/2021 Employee Insurance Fund (213010) and will be charged accordingly on orders through the end of the current fiscal year. Fees come out of the Admin Fees line item and procedure costs are charged to claims as that is where they would have been paid if they ran through the carrier. Funding for services provided during FY2021/2022 will be paid from that year’s approved budget.



## CITY OF GRAND PRAIRIE COMMUNICATION

**MEETING DATE:** 09/07/2021

**REQUESTER:** Caryl DeVries, P.E., Sr. Transportation Engineer

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

**TITLE:** Professional contract with Kimley-Horn and Associates in the amount of \$499,200 for the engineering services for Great Southwest Parkway widening under IH 20

**RECOMMENDED ACTION:** Approve

### ANALYSIS:

The City Council at their June 2, 2020, meeting approved an agreement with the Texas Department of Transportation (TxDOT) for the widening of Great SW Parkway under IH 20.

This is a Congestion Mitigation and Air Quality (CMAQ) Improvement Program and Surface Transportation Block Grant On-System Project. This work includes an additional lane on Great Southwest Parkway in each direction under IH20 from EB to WB frontage roads. These improvements will reduce congestion at Great Southwest Parkway and IH20 interchanges. Without this additional capacity on Great Southwest Parkway under IH20, the interchange will become more of a bottleneck particularly with the recent Great Southwest Parkway improvement to 6 lanes in each direction north of here. These improvements will provide significant mobility enhancements within the corridor. The overall project cost is \$3,512,130 of which \$2,126,400 is federally funded, \$674,355 is state funded, and \$711,375 is locally funded.

Kimley-Horn and Associates has performed the engineering design of the previous section of Great SW Parkway (Mayfield to Sara Jane) widening to 6 lanes, and they also produced the initial schematic design for this section of Great SW Parkway under IH 20. Staff recommends they be awarded the engineering services contract for this project. Kimley-Horn and Associates submitted a proposal to provide design and construction support services for this project in the amount of \$499,200.

### FINANCIAL CONSIDERATION:

Funding in the total amount of \$499,200 is available in Street Capital Projects Fund (400192) W.O. 01808103 (Pavement Widening along GSW Parkway under I-20)

## CITY OF GRAND PRAIRIE CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 400192 / 01808103  
 Project Title: Pavement Widening along GSW Pkwy und  
 Current Request: \$0.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
65214 Contribution to other Gov	\$212,174	\$0	\$0	\$0	\$212,174
61041 Prof Services	\$499,200	\$499,200	\$0	\$499,200	\$499,200
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
<b>TOTAL</b>	<b>\$711,374</b>	<b>\$499,200</b>	<b>\$0</b>	<b>\$499,200</b>	<b>\$711,374</b>



## CITY OF GRAND PRAIRIE COMMUNICATION

**MEETING DATE:** 09/07/2021

**REQUESTER:** Andy Henning

**PRESENTER:** Andy Henning, Senior Building and Construction Projects Manager

**TITLE:** Change Order No. 1 to the Construction Manager at Risk (CMAR) Contract with Hill & Wilkinson General Contractors (H&W) for EpicCentral construction work in the amount of \$6,000,000 for the construction of two restaurant shell spaces and all site identification and wayfinding signage

**RECOMMENDED ACTION:** Approve

### ANALYSIS:

On September 3, 2019, the City Council approved an initial pre-construction services contract with Hill & Wilkinson General Contractors in the amount of \$30,000. The City then approved an add to the H&W pre-construction services contract on May 6, 2020, in the amount of \$45,000. On July 14, 2020, City Council approved an initial construction services contract with H&W in the amount of \$6,878,130 along with construction allowances totaling an additional \$1,543,907 for a total funding request of \$8,422,037 for the initial phase of construction, with the understanding that the contract would be later amended to account for construction costs associated with later phases of the project. On June 15, 2021, City Council then approved the planned contract amendment noted above bringing the Hill & Wilkinson total CMAR construction contract value to \$43,865,000.

The current Change Order No. 1 in the amount of \$6,000,000 is divided as follows:

- 1) \$4,750,000 for construction of two (2) complementary 5,000 square foot restaurant shell spaces located between Chicken N Pickle and The Summit. Beyond the shell structures of the restaurants themselves, construction cost also covers all necessary site utility infrastructure, parking, exterior patios with shade structures, landscaping and a central open play lawn.
- 2) \$1,250,000 for engineering, manufacturing and installation of all site identification and wayfinding signage, including the large video board marquee sign at the new main entry point into EpicCentral.

The supplemental restaurant square footage and site signage have both been previously planned for in the overall EpicCentral project budget. With the design process for these elements recently being completed, the construction pricing process has now confirmed anticipated costs will be able to be achieved and therefore the project remains within budget.

Items applicable to performance by the Construction Manager at Risk (CMAR) will be incorporated into the current Hill & Wilkinson General Contractors contract for a revised total contract value in the amount of \$49,865,000.

This item was taken to the Finance and Government Committee on September 7, 2021 for their review and recommendation for approval.

**FINANCIAL CONSIDERATION:**

Funding in the total amount of \$6,000,000 is available as follows:

1. \$1,250,000 is available in Municipal Facilities Capital Projects Fund (405090) W.O. #02102103 (FY21 Video Message Boards)
2. \$4,750,000 is available in Epic Central Capital Projects Fund (360093) W.O. #6272722 (Restaurant Construction)



## CITY OF GRAND PRAIRIE CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 405090 / 02102103  
 Project Title: FY21 Video Message Boards  
 Current Request: \$0.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
68390 Signs	\$1,597,213	\$1,597,213	\$0	\$1,597,213	\$1,597,213
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
<b>TOTAL</b>	<b>\$1,597,213</b>	<b>\$1,597,213</b>	<b>\$0</b>	<b>\$1,597,213</b>	<b>\$1,597,213</b>

**CITY OF GRAND PRAIRIE  
CAPITAL PROJECTS BUDGET SUMMARY**

Fund/Activity Account: 360093 / 06272722  
 Project Title: EPIC Ctrl Restaurant Construction  
 Current Request: \$0.00

<b>ACCOUNT DESCRIPTION</b>	<b>1 CURRENT BUDGET</b>	<b>2 AVAILABLE BALANCE</b>	<b>3 CURRENT REQUEST</b>	<b>2+3 REVISED BALANCE</b>	<b>1+3 AMENDED BUDGET</b>
61360 Legal Services	\$50,000	\$50,000	\$0	\$50,000	\$50,000
68450 Eng - Design	\$555,000	\$555,000	\$0	\$555,000	\$555,000
68540 Construction	\$6,167,037	\$6,167,037	\$0	\$6,167,037	\$6,167,037
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
<b>TOTAL</b>	<b>\$6,772,037</b>	<b>\$6,772,037</b>	<b>\$0</b>	<b>\$6,772,037</b>	<b>\$6,772,037</b>



**CITY OF GRAND PRAIRIE  
ORDINANCE**

**MEETING DATE:** 09/07/2021

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

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

**TITLE:** Ordinance amending the FY 2020/2021 Solid Waste Landfill Replacement Fund Budget; Authorize and confirm the purchase of two separate tracts located at 3495 IH30 and 1923 IH 30 from Trinity River Mitigation Bank, L.P. in the not to exceed amount of \$3,550,000

**RECOMMENDED ACTION:** Approve

**ANALYSIS:**

The two tracts will be used for landfill expansion purposes. The City of Grand Prairie has operated a landfill off of what is now MacArthur Boulevard since 1978. This Type I landfill, now Permit #996-C, has served the community by providing for residential and commercial waste disposal. To provide for future disposal options for the community, we are purchasing the neighboring property, with the intention of developing a portion of it for future disposal. The addition of this new parcel will allow us to maximize the utility of two adjacent pieces of existing property, providing for approximately 26 years of additional site life.

Tract 1 located at 3495 IH 30 contains approximately 83.6338 acres (see aerial “Exhibit A”) for location. Tract 2 located at 1923 IH 30 contains approximately 40.6374 acres (see aerial “Exhibit B”) for location. The combined negotiated amount for Tract 1 and Tract 2 is \$3.5 million.

Trinity River Mitigation Bank, LP, will pay property taxes up to date of closing. Property taxes will be suspended at that time. Estimated date of closing is October 10, 2021. Closing costs will be equally split.

Agenda item will be presented to Finance and Government Committee on September 7, 2021.

**FINANCIAL CONSIDERATION:**

Funding for the purchase of additional landfill property in the amount of \$3,550,000 is available by approving an ordinance transferring and appropriating from the unobligated fund balance in Solid Waste Landfill Replacement fund to 305510-68090 Land Purchase.

**BODY**

**AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2020/2021 SOLID WASTE LANDFILL REPLACEMENT FUND BUDGET BY TRANSFERRING AND APPROPRIATING FROM THE UNOBLIGATED FUND BALANCE IN THE AMOUNT OF \$3,550,000 TO 305510 – 60890 LAND PURCHASE.**

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

**SECTION 1.** THAT THE FY 2020/2021 Solid Waste Landfill Replacement Fund Budget be amended by transferring and appropriating \$3,550,000 from the unobligated fund balance to 305510-68090 Land Purchase.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, SEPTEMBER 7TH, 2021.**

# EXHIBIT 'A'

Item 20.



83.6338 ACRES

0.1 0 0.1 mi

Grand Prairie Maps

Date: 8/18/2021 Time: 4:27:40 PM

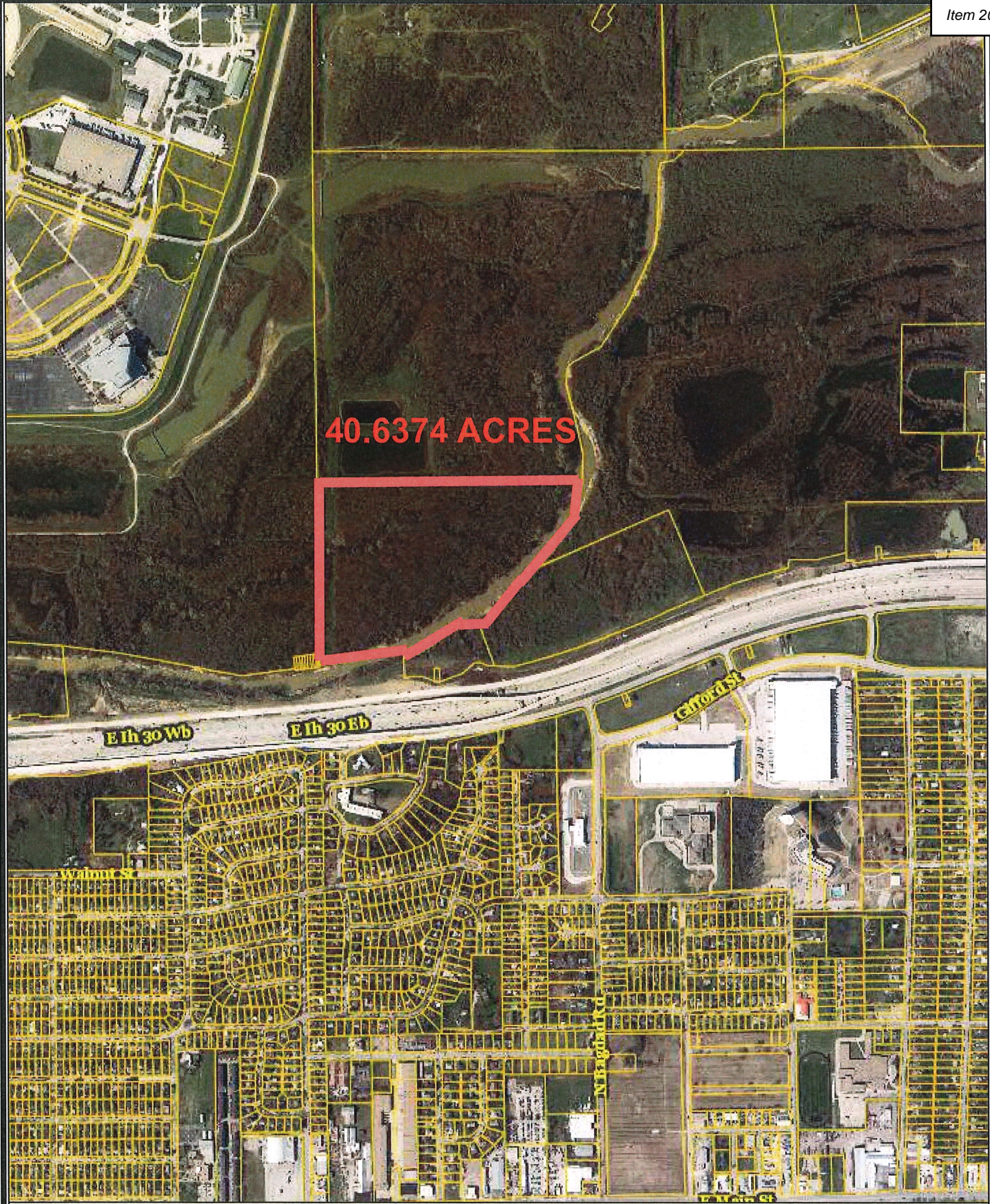
This data has been compiled by the City of Grand Prairie IT/GIS department. Various official and unofficial sources were used to gather this information. Every effort was made to ensure the accuracy of this data, however, no guarantee is given or implied as to the accuracy of said data.



Parcels

# EXHIBIT 'B'

Item 20.



**40.6374 ACRES**

**Grand Prairie Maps**

Date: 8/18/2021 Time: 4:51:18 PM

This data has been compiled by the City of Grand Prairie IT/GIS department. Various official and unofficial sources were used to gather this information. Every effort was made to ensure the accuracy of this data, however, no guarantee is given or implied as to the accuracy of said data.



Parcels

**CITY OF GRAND PRAIRIE  
SW LANDFILL REPLACEMENT FUND SUMMARY**

	<b>2020/2021 APPR/MOD</b>
<b>Beginning Resources</b>	<b>\$3,975,334</b>
<b>REVENUES</b>	
Approved Revenues	200,000
<b>TOTAL REVENUES</b>	<b>\$200,000</b>
<b>TOTAL RESOURCES</b>	<b>\$4,175,334</b>
Approved Expenditures	22,000
<b>Add: Purchase of Land</b>	<b>3,550,000</b>
<b>TOTAL EXPENDITURES</b>	<b>\$3,572,000</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$3,572,000</b>
<b>Ending Resources</b>	<b>\$603,334</b>



**CITY OF GRAND PRAIRIE  
ORDINANCE**

**MEETING DATE:** 09/07/2021

**REQUESTER:** Dwayne Tyner, Sr. Right of Way Agent

**PRESENTER:** Gabe Johnson, Director of Public Works

**TITLE:** Ordinance amending the FY 2020/2021 Capital Improvement Projects Budget; Creek Erosion Management Voluntary Buyout for 3905 Silver Meadow Lane in the not to exceed amount of \$304,000

**RECOMMENDED ACTION:** Approve

**ANALYSIS:**

The house located at 3905 Silver Meadow Lane in the Fish Creek area (see “Exhibit A” for aerial). Calixto Avila has asked the City to buy his house under the Creek Erosion Policy. The house meets all the requirements for our voluntary buyout program.

An appraisal by an independent fee appraiser determined the market value to be \$295,000 (without recognizing any current problems to the house and lot caused by creek erosion). Mr. Avila has agreed to the City’s offer and signed a Sales Agreement (see “Exhibit B” for Sales Agreement dated August 10, 2021).

Property owner will pay for all moving expenses and are responsible for locating replacement housing at his own expense. All utility accounts will be closed by the owner. Service meters will be removed at owner’s expense. The property owner is currently seeking replacement housing in Grand Prairie. Seller will deliver possession to the City on the date of closing or up to three days after closing.

The City will also pay all title insurance expenses and closing costs.

**FINANCIAL CONSIDERATION:**

Funding the in the not to exceed amount of \$304,000 is available by approving an ordinance transferring and appropriating from the unobligated fund balance in the Storm Capital Projects Fund (401592) to WO #02113603 (Voluntary Buyout).

**BODY**

**AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2020/2021 CAPITAL IMPROVEMENT PROJECTS BUDGET BY TRANSFERRING AND APPROPRIATING \$304,000 FROM THE UNOBLIGATED FUND BALANCE IN STORM CAPITAL PROJECTS FUND (401592) TO WO #02113603 (VOLUNTARY BUYOUT)**



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

**SECTION 1.** THAT THE FY2020/2021 Capital Improvement Projects Budget be amended by transferring and appropriating \$304,000 from the unobligated fund balance in the Storm Capital Projects Fund (401592) to WO #02113603 (Voluntary Buyout)

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, SEPTEMBER 7TH, 2021.**

**CITY OF GRAND PRAIRIE**  
**SALES AGREEMENT**  
3905 SILVER MEADOW LANE

STATE OF TEXAS

KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF DALLAS

That **CALIXTO AVILA A/K/A CALIXTO V. AVILA A/K/A CALIXTO AVILA MATUTE**, whose address is 3905 Silver Meadow Lane, Grand Prairie, Texas 75050, hereinafter referred to as "Seller", whether one or more, hereby agrees to sell to the City of Grand Prairie, Texas, 300 West Main Street, Grand Prairie, Texas 75050, a municipal corporation, hereinafter referred to as "City", sell the lot and all improvements located on this lot, upon the following terms and conditions, to-wit:

1. The consideration to be paid by City to Seller is as follows:  
SUBJECT PROPERTY ACQUIRED: \$295,000.00  
**TOTAL CONSIDERATION/ALL CASH AT CLOSING: -----\$295,000.00**
2. Seller shall deliver good and indefeasible title.
3. City, at City's expense, will obtain an Owner's Title Insurance Policy from Allegiance Title Company, in Grand Prairie Texas. Any Seller requested exception to Titled Insurance must be approved by the City Attorney.
4. The title company requires satisfactory evidences of martial history.
5. Any required title curative matters must be satisfied and approved by the title company prior to closing.
6. Consideration to be paid upon the proper execution and delivery of the SPECIAL WARRANTY DEED, at closing of said purchase. Taxes will be prorated as of the date of closing.
7. Any lien releases required by the title company must be released prior to closing.
8. You guarantee you are the current property owner (s) and no sale is currently pending.
9. **You acknowledge the City of Grand Prairie, Texas, is a tax-exempt organization and all property taxes on the fee estate property being conveyed will be pro-rated and property taxes suspended at the time of closing. Those taxes will be deducted from the proceeds and forwarded by the title company to the appropriate taxing authority. After that closing date, the tract will be tax-exempt.**

(ACKNOWLEDGMENT AND SIGNATURE ON NEXT PAGE)

# EXHIBIT 'B'

- 10. Possession of the property will be delivered to the City at the time of closing or within three days of the date of closing, if necessary. All moving expenses will be paid by seller.
- 11. All utility service accounts must be closed by property owner and service meters removed by utility company. Charges to remove services will be paid by the seller.

The foregoing consideration to be paid to Seller shall be considered full compensation for said property and for any diminution in value of Seller's adjacent property that may be claimed or asserted by virtue of the establishment and construction of the improvements, which the City shall construct, establish or erect.

EXECUTED this 10th day of AUGUST, 2021.

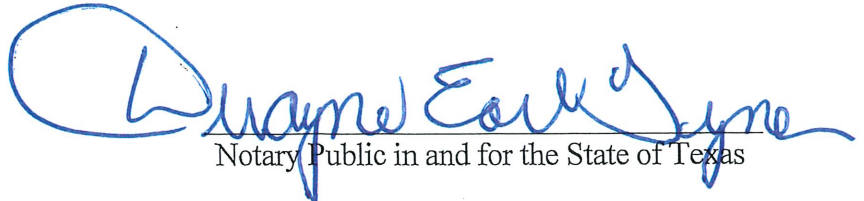
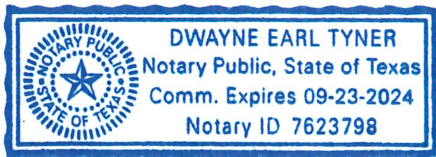
GRANTOR:



CALIXTO AVILA A/K/A CALIXTO V. AVILA A/K/A CALIXTO AVILA MATUTE

STATE OF TEXAS  
COUNTY OF DALLAS

This instrument was acknowledged before me on the 10th day of AUGUST, 2021 by  
CALIXTO AVILA A/K/A CALIXTO V. AVILA A/K/A CALIXTO AVILA MATUTE.

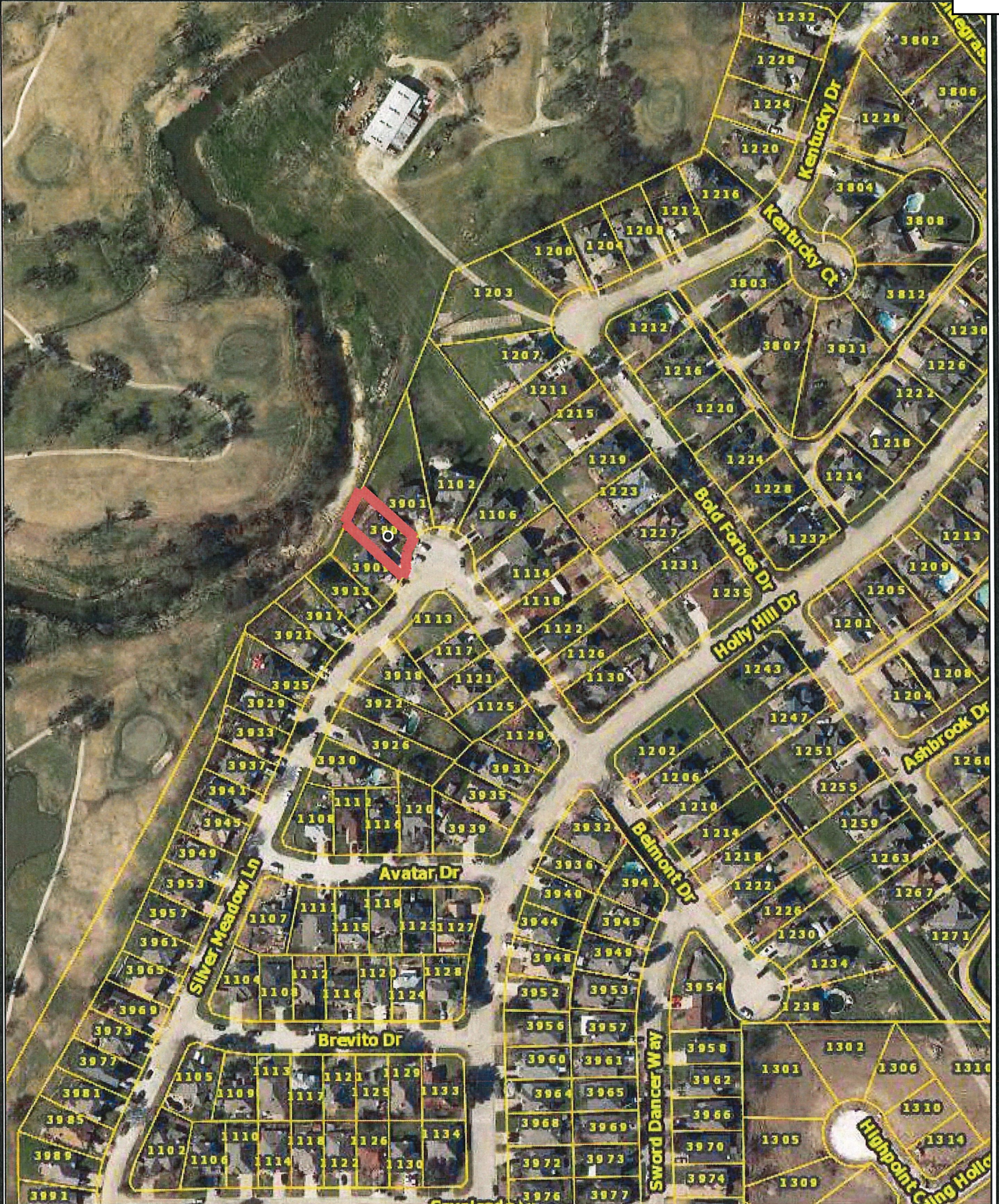


Notary Public in and for the State of Texas

SOCIAL SECURITY FOR CALIXTO AVILA: 628-70-4697

# EXHIBIT 'A'

Item 21.



0.02 0 0.02 mi

Grand Prairie Maps

Date: 8/10/2021 Time: 10:03:49 AM

This data has been compiled by the City of Grand Prairie IT/GIS department. Various official and unofficial sources were used to gather this information. Every effort was made to ensure the accuracy of this data, however, no guarantee is given or implied as to the accuracy of said data.



Parcels

**CITY OF GRAND PRAIRIE  
CAPITAL PROJECTS BUDGET SUMMARY**

Fund/Activity Account: 401592 / 02113603  
 Project Title: Voluntary Buyout  
 Current Request: \$304,000.00

<b>ACCOUNT DESCRIPTION</b>	<b>1 CURRENT BUDGET</b>	<b>2 AVAILABLE BALANCE</b>	<b>3 CURRENT REQUEST</b>	<b>2+3 REVISED BALANCE</b>	<b>1+3 AMENDED BUDGET</b>
68090 Land Purchase	\$0	\$0	\$304,000	\$304,000	\$304,000
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$304,000</b>	<b>\$304,000</b>	<b>\$304,000</b>



**CITY OF GRAND PRAIRIE  
ORDINANCE**

**MEETING DATE:** 09/07/2021

**REQUESTER:** Dwayne Tyner, Sr. Right of Way Agent

**PRESENTER:** Gabe Johnson, Director of Public Works

**TITLE:** Amend the FY 20/21 Capital Improvement Projects Budget; Authorize Creek Erosion Management Voluntary Buyout of 528 Estate Drive in the not to exceed amount of \$504,000 from Gordon and Whitney Carlisle

**RECOMMENDED ACTION:** Approve

**ANALYSIS:**

The house located at 528 Estate Drive in the Kirby Creek area (see “Exhibit A” for aerial). Gordon and Whitney Carlisle have asked the City to buy their house under the Creek Erosion Policy. The improvements meet all the requirements for our voluntary buyout program.

An appraisal by an independent fee appraiser determined the market value to be \$495,000 (without recognizing any current problems to the improvements and lot caused by creek erosion). Mr. and Mrs. Carlisle have agreed to the City’s offer.

Property owners will pay for all moving expenses and are responsible for locating replacement housing at their own expense. All utility accounts will be closed by the owners. Service meters will be removed at owner’s expense. Sellers will deliver possession to the City on the date of closing or up to three days after closing.

The City will also pay all title insurance expenses and closing costs.

**FINANCIAL CONSIDERATION:**

Funding the in the not to exceed amount of \$504,000 is available by approving an ordinance transferring and appropriating from the unobligated fund balance in the Storm Capital Projects Fund (401592) to W.O. # 02113603 (Voluntary Buyout).

**BODY**

**AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2020/2021 CAPITAL IMPROVEMENT PROJECTS BUDGET BY TRANSFERRING AND APPROPRIATING \$504,000 FROM THE UNOBLIGATED FUND BALANCE IN STORM CAPITAL PROJECTS FUND (401592) TO W.O.# 02113603 (VOLUNTARY BUYOUT)**

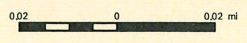
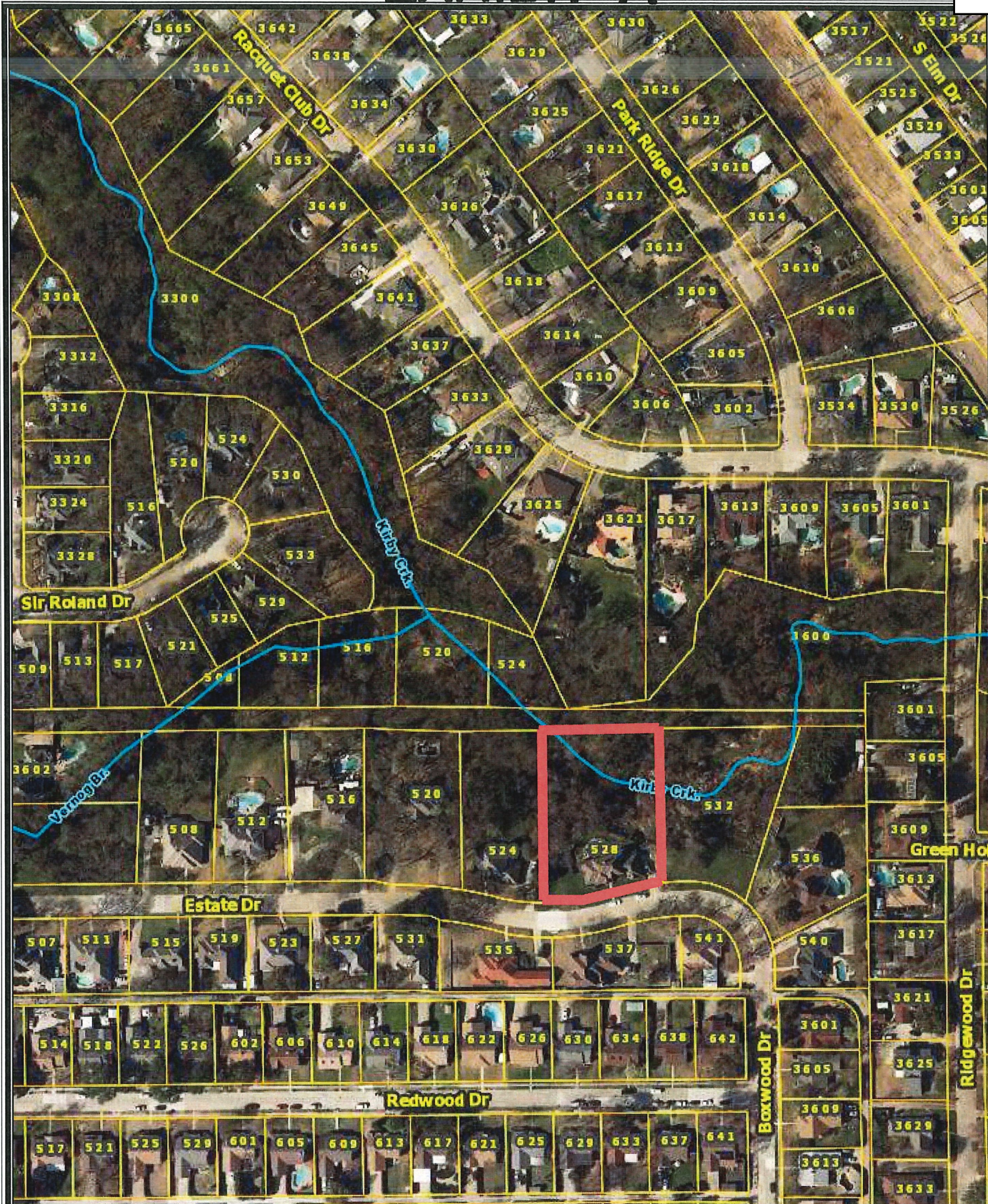
**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS:**

**SECTION 1.** THAT THE FY2020/2021 Capital Improvement Projects Budget be amended by transferring and appropriating \$504,000 from the unobligated fund balance in the Storm Capital Projects Fund (401592) to W.O. # 02113603 (Voluntary Buyout)

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, SEPTEMBER 7TH, 2021.**

# EXHIBIT 'A'

Item 22.



Grand Prairie Maps

Date: 8/17/2021 Time: 3:53:24 PM

This data has been compiled by the City of Grand Prairie IT/GIS department. Various official and unofficial sources were used to gather this information. Every effort was made to ensure the accuracy of this data, however, no guarantee is given or implied as to the accuracy of said data.



Grand Prairie TEXAS

— River Creek — Parcels



**CITY OF GRAND PRAIRIE  
CAPITAL PROJECTS BUDGET SUMMARY**

Fund/Activity Account: 401592 / 02113603  
 Project Title: Voluntary Buyout  
 Current Request: \$504,000.00

<b>ACCOUNT DESCRIPTION</b>	<b>1 CURRENT BUDGET</b>	<b>2 AVAILABLE BALANCE</b>	<b>3 CURRENT REQUEST</b>	<b>2+3 REVISED BALANCE</b>	<b>1+3 AMENDED BUDGET</b>
68090 Land Purchase	\$0	\$0	\$504,000	\$504,000	\$504,000
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$504,000</b>	<b>\$504,000</b>	<b>\$504,000</b>



**CITY OF GRAND PRAIRIE  
ORDINANCE**

**MEETING DATE:** 09/07/2021

**REQUESTER:** Walter Shumac, III

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

**TITLE:** Ordinance amending the FY 2020/2021 Capital Improvement Projects Budget: Professional Engineering Services Contract with CP&Y, Inc. for the Jefferson Street Reconstruction in the amount of \$543,175

**RECOMMENDED ACTION:** Approve

**ANALYSIS:**

Project involves the design of reconstruction of approximately 1400 LF of existing Jefferson Street from East of SH161 to East of intersection with Carrier Parkway. This is to upgrade approximately 1400 linear feet of roadway from existing asphalt overlay section to standard City of Grand Prairie concrete divided thoroughfare with sidewalks while maintaining the existing lane configuration. Design will include paving, drainage analysis and design, signage and striping and traffic control.

On May 12, 2021, Four (4) responses were received by the City of Grand Prairie purchasing department on RFQ#21107 for the Jefferson Street Reconstruction project. Responses were ranked on experience of similar design projects, project team and proposed sub-providers, history of innovation and creativity, past performance/knowledge of City of Grand Prairie projects and firm's background and financial stability. After Staff review, the firm of CP&Y, Inc. was selected for recommendation to Council.

**FINANCIAL CONSIDERATION:**

Funding for the Professional Engineering Services Contract with CP&Y, Inc. for the Jefferson Street Reconstruction, in the amount of \$543,175, is available by approving an ordinance transferring and appropriating from the unobligated fund balance in the Street Capital Projects Fund (400192) to WO #02113701 (Jefferson Street Reconstruction)

**BODY**

**AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2020/2021 CAPITAL IMPROVEMENT PROJECTS BUDGET BY TRANSFERRING AND APPROPRIATING \$543,175 FROM THE UNOBLIGATED FUND BALANCE IN THE STREET CAPITAL PROJECTS FUND (400192) TO WO #02113701 (JEFFERSON STREET RECONSTRUCTION)**

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

**SECTION 1.** THAT THE FY 2020/2021 Capital Improvement Projects Budget be amended by transferring and appropriating \$543,175 from the unobligated fund balance in the Street Capital Projects Fund (400192) to WO #02113701 (Jefferson Street Reconstruction)

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, SEPTEMBER 7TH, 2021.**

## CITY OF GRAND PRAIRIE CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 400192/02113703  
 Project Title: Jefferson Street Construction  
 Current Request: \$543,175.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Professional Engineering (68450)			\$543,175	\$543,175	\$543,175
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$543,175</b>	<b>\$543,175</b>	<b>\$543,175</b>



**CITY OF GRAND PRAIRIE  
ORDINANCE**

**MEETING DATE:** 09/07/2021

**REQUESTER:** Doug Taylor, Water Operations Manager

**PRESENTER:** Gabe Johnson, Director of Public Works

**TITLE:** Ordinance amending the FY 2020/2021 Capital Improvement Projects Budget; Ratify a construction contract with North Texas Contracting, Inc. for emergency water repairs at Belt Line Road and IH 30 in the amount of \$2,103,720

**RECOMMENDED ACTION:** Approve

**ANALYSIS:**

In early August 2021, a verify significant water leak was discovered by Parks Department contractors redoing a side embankment on IH30 for City beautification and notified the Water Department Staff. The line is a 36” main service line from Dallas at Belt Line Road and IH 30.

The leak affected water service to such a large area an immediate response was critical, and therefore essential to restore the integrity of the line as soon as possible.

Local government code 252 allows for an exemption from the bid process for procurement necessary because of unforeseen damage to public machinery, equipment, or other property. Due to critical nature of emergency, we requested and were approved to waive the normal bidding procedures and awarded contract to North Texas Contracting, Inc. in the total amount of \$2,103,720.

**FINANCIAL CONSIDERATION:**

Funding for the emergency purchase for repair of the water line in the amount of \$2,103,720 is available by approving an ordinance transferring and appropriating from the unobligated fund balance in Water/Wastewater Impact Fund (5003) to Water Capital Projects Fund (500592) WO #02113503 (Beltline/IH30 Emergency Repair)

**BODY**

**AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY2020/2021 CAPITAL IMPROVEMENT PROJECTS BUDGET BY TRANSFERRING AND APPROPRIATING \$2,103,720 FROM THE UNOBLIGATED FUND BALANCE IN WATER/WASTEWATR IMPACT FUND (5003) TO WATER CAPITAL PROJECTS FUND (500592) WO #02113503 (BELTLINE/IH30 EMERGENCY REPAIR)**

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

**SECTION 1.** THAT THE FY 2020/2021 Capital Improvement Projects Budget be amended by transferring and appropriating \$2,103,720 from the Water/Wastewater Impact Fund (5003) to Water Capital Projects Fund (500592) WO #02113503 (Beltline/IH30 Emergency Repair)

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, SEPTEMBER 7TH, 2021.**

North Texas Contracting, Inc.

Job Name: BELT LINE ROAD - RIVER WATER LINE REPAIR  
 Location: GRAND PRAIRE, TEXAS  
 Bid Date: 19-Jul-21

Item No.	Description	Qty	Unit	Sub Unit	Sub Amount
<b>REPLACE EX. RCCP LINE W/ FUSED HDPE</b>					
	MOBILIZATION	1	LS		
	HORIZONTAL DIRECTIONAL DRILL UNDER RIVER	1360	LF		
	36" HDPE IPS DR-11 (200 PSI RATED PRESSURE PIPE) (HDD)	1360	LS		
	36" HDPE IPS DR-11 (200 PSI RATED PRESSURE PIPE)(OPEN CUT)	120	LF		
	FUSION WELDING	1	LS		
	HYDROSTATIC & BACTERIA TESTING	1	LS		
	36" FITTING	6	EA		
	EXPOSE, VERIFY & MEASURE EX. 30" RCCP	2	EA		
	CONNECT TO EX. 30" RCCP	2	EA		
	REMOVE & REPLACE EX. SIDEWALK / TRAIL	2400	SF		
	REMOVE & REPLACE EX. LANDSCAPE	1	LS		
	REMOVE & REPLACE EX. IRRIGATION	1	LS		
	SOD DISTURBED AREAS	2400	SY		
	TRAFFIC CONTROL / LANE CLOSURES	1	LS		
	CUT & PLUG EX. 30" RCCP	2	EA		
	SURVEY & LAYOUT	1	LS		
	DISPOSAL OF DRILLING MUD & SPOILS	1	LS		
	2" AIR RELEASE VALVE W/ VAULT	1	EA		
	6' BLOW OFF VALVE	1	EA		
	BONDS TO CITY OF GP	1	LS		
	<b>TOTAL PROPOSAL AMOUNT</b>				<b>\$ 2,103,720.00</b>
<b>NOTES:</b>	INCLUDES ONE MOVE IN FOR ALL WORK EXCLUDES GROUTING EX. PIPE - CAN PRICE IF REQUESTED NO CATHODIC PROTECTION INCLUDED PIPE INCLUDED IS BLACK W/ PURPLE STRIPE BLUE POLYWRAP OF OPEN CUT PIPE INCLUDED W/ POTABLE WATER CAUTION TAPE				

**CITY OF GRAND PRAIRIE  
CAPITAL PROJECTS BUDGET SUMMARY**

Fund/Activity Account: 500592 / 02113503  
 Project Title: Beltline/IH30 Emergency WL Repair  
 Current Request: \$2,103,720.00

<b>ACCOUNT DESCRIPTION</b>	<b>1 CURRENT BUDGET</b>	<b>2 AVAILABLE BALANCE</b>	<b>3 CURRENT REQUEST</b>	<b>2+3 REVISED BALANCE</b>	<b>1+3 AMENDED BUDGET</b>
68540 Construction	\$0	\$0	\$2,103,720	\$2,103,720	\$2,103,720
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,103,720</b>	<b>\$2,103,720</b>	<b>\$2,103,720</b>





**CITY OF GRAND PRAIRIE  
ORDINANCE**

**MEETING DATE:** 09/07/2021

**REQUESTER:** Glenda C Peterson, Street Operations Supervisor

**PRESENTER:** Gabriel Johnson, Public Works Director

**TITLE:** Ordinance amending the FY 2021/2022 Capital Improvement Projects Budget; Street Maintenance Sales Tax Program as outline for Grand Prairie streets, alleys, roadway resurfacing, pavement markings, pavement leveling, professional services, and engineering, utilizing approved price agreements and service contracts

**RECOMMENDED ACTION:** Approve

**ANALYSIS:**

One of the primary missions of the Public Works Department, Street Maintenance Division, is to maintain the City's streets in good condition to provide safe and comfortable riding surfaces. The total street system consists of approximately 650 center lane miles of streets. However, the Street Maintenance Sales Tax program and budgeted expenditures are targeted to **residential** roadways where maintenance can restore a roadway to a higher standard and/or extend the useful life of the roadway or in limited instances a complete rebuild of the residential street. The use of the ¼ Cent Sales Tax for the street maintenance program is to fund the City's Hot Mix Asphalt Overlay, Crack & Seal Coat Roadway Resurfacing, Asphalt Recycling, Concrete Curb/Gutter and Panel Replacement, Pavement Leveling, Alley Improvement, Professional and Engineering Services. Prioritization of streets in this program is determined by customer complaints as well as City Council requests. Please see the proposed program in the attachment.

As noted, the Sales Tax program targets **residential** streets. Arterial and Collectors (major roads) are generally excluded from the Sales Tax Program in favor of a prioritization system determined by a Pavement Condition Rating and Inventory Program developed by a consultant, which is used to assist in knowing where to spend resources in the most cost-effective manner. This program determines how to extend the life of the existing pavement through targeted maintenance activities as well as determining when a complete rebuild of a roadway is necessary. The goal is to keep the arterial and collectors with a PCI rating of 70 or above (rated on a scoring system of 0-100). Funds for that program are budgeted separately in the Capital Improvements Program (CIP) and the 2022 program is presented in a separate communication.

**FINANCIAL CONSIDERATION:**

Funding for the FY 2021/2022 Street Sales Tax project is available by approving an ordinance transferring and appropriating \$13,000,000 from the unobligated fund balance in the Street Sales Tax Maintenance Projects Funds (232010), WO# 02210503 (FY22 STMT Projects).

**AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2021/2022 CAPITAL IMPROVEMENT CAPITAL PROJECTS BUDGET BY TRANSFERRING AND APPROPRIATING \$13,000,000 FROM THE UNOBLIGATED FUND BALANCE IN THE STREET SALES TAX MAINTENANCE CAPITAL PROJECTS FUND (232010) TO WO# 02210503 (FY22 STMT PROJECTS).**

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

**SECTION 1. THAT THE FY 2021/2022 CAPITAL IMPROVEMENT PROJECTS BUDGET BE AMENDED BY TRANSFERRING AND APPROPRIATEING \$13,000,000 FROM THE UNOBLIGATED FUND BALANCE IN THE STREET SALES TAX MAINTENANCE CAPITAL PROJECTS FUND (232010) TO WO# 02210503 (FY22 STMT PROJECTS).**

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 7<sup>th</sup> DAY OF SEPTEMBER 2021.**

**Proposed 2022 Sales Tax Program**

<b>STREETS</b>	<b>Projects</b>	<b>From</b>	<b>To</b>	<b>District</b>	<b>Estimated Cost</b>
Curb & Gutter/Asphalt Recycle	<b>Galveston Street</b>	W Jefferson St	SW 17th St	Clemson	\$1,500,000
Concrete Replacement	<b>Westerrest Ct</b>	North Town Dr	Dead End	Clemson	\$250,000
					<b>\$1,750,000</b>
Mill/Concrete Replacement	<b>Long St</b>	SW 3rd St	SW 5th St	Humphries	\$500,000
Curb & Gutter/Asphalt Recycle	<b>Church St</b>	NW 6th St	N Carrier Pkwy	Humphries	\$800,000
Mill/Concrete Replacement	<b>NE 15th St</b>	Willow St	Walnut St	Humphries	\$800,000
					<b>\$2,100,000</b>
Concrete Replacement	<b>Edelweiss Drive</b>	Greentree Dr	SE 8th St	Del Bosque	\$400,000
Mill/Concrete Replacement	<b>Jackson St</b>	SW 3rd St	E Phillips Ct	Del Bosque	\$600,000
Concrete Replacement	<b>Hardy Rd</b>	Lakeview Rd	Christy St	Del Bosque	\$300,000
					<b>\$1,300,000</b>
Curb & Gutter/Asphalt Recycle	<b>Cranbrook Dr</b>	S Carrier Pkwy	Crestbrook Dr	King	\$500,000
Concrete Replacement	<b>Timberview St</b>	Pinoak Dr	Oakland St	King	\$450,000
Concrete Replacement	<b>Kaylie St</b>	Madeline St	Dead End	King	\$200,000
					<b>\$1,150,000</b>
Concrete Panel Replacement	<b>Oak Hollow Subdivision</b>	West of S GSW	South of Bardin	Lopez	\$500,000
Concrete Replacement	<b>Claremont Dr</b>	Emerson Dr	HWY 360	Lopez	\$500,000
					<b>\$1,000,000</b>
Concrete Panel Replacement	<b>Westchester Subdivision</b>	East of S Carrier	South of I -20	Johnson	\$500,000
Concrete Panel Replacement	<b>Trailwood Subdivision</b>	Robinson Rd	Matthew Rd	Johnson	\$500,000
					<b>\$1,000,000</b>
					<b>TOTAL \$8,300,000</b>
<b>ALLEYS</b>					
Concrete Alley Replacement	<b>1913 Hampshire Dr</b>	Sharpshire Dr	N Carrier Pkwy	Clemson	\$300,000
Concrete Alley Replacement	<b>1402 Santa Fe Trl</b>	Prairie Ln	Platte Trl	Johnson	\$200,000
Concrete Alley Replacement	<b>3702 Lemon Alley</b>	Corn Valley Rd	Hemlock Dr	King	\$100,000
					<b>\$600,000</b>

Est FY 22 Sales Tax Projection	\$13,000,000
Contingency	\$700,000
Streets	\$8,300,000
Alley	\$600,000
Small Complaint Projects	\$2,000,000
Pavement Leveling	\$500,000
Roadway Striping	\$350,000
Roadway Surface Treatment	\$500,000
Engineering	\$50,000
	<b>\$13,000,000</b>

## CITY OF GRAND PRAIRIE CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 232010 / 02210503  
 Project Title: FY 22 STMT PROJECTS  
 Current Request: \$13,000,000.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
Professional Engineering (61041)			\$50,000	\$50,000	\$50,000
Streets, Road Maint. (63030)			\$10,300,000	\$10,300,000	\$10,300,000
Pavement Leveling (63031)			\$500,000	\$500,000	\$500,000
Alley Repair/Maint (63032)			\$600,000	\$600,000	\$600,000
Roadway Markings (63115)			\$350,000	\$350,000	\$350,000
Roadway Resurfacing (63215)			\$500,000	\$500,000	\$500,000
Contingency (65120)			\$700,000	\$700,000	\$700,000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$13,000,000</b>	<b>\$13,000,000</b>	<b>\$13,000,000</b>



## CITY OF GRAND PRAIRIE COMMUNICATION

**MEETING DATE:** 09/07/2021

**REQUESTER:** Duane Strawn, Director of Parks, Arts, and Recreation

**PRESENTER:** Duane Strawn, Director of Parks, Arts, and Recreation

**TITLE:** An ordinance amending the FY2020/2021 Capital Improvement Projects Budget; Contract with Spohn Ranch Skate Parks for \$220,200 for repairs and additional amenities to Alliance Skate Park through a cooperative agreement with Sourcewell. The City will use the balance of \$5,000.00 for building graphics

**RECOMMENDED ACTION:** Approve

### ANALYSIS:

The Grand Prairie Skate Park was originally constructed in 2000 to host the “X-Trials” qualifier for the X-Games and was operated by Lone Star Park until 2006. Action Alliance Park (APA), a professional skate park management company, was hired in the fall of 2006 to revitalize and operate the park. Since then, Action Park Alliance Skate Park has been serving the citizens of Grand Prairie by providing a safe place where youth can socialize, skate and share their passions. APA has developed and continues to offer various programs, special events, and competitions that continue to grow. Currently, there are approximately 4,440 active resident users and more than 10,000 active non-resident users. Residents of Grand Prairie skate for free.

On August 16, 2021, the Parks Department requested the Grand Prairie Sports Corporation for \$225,000 to facilitate facility refurbishments. The request was approved unanimously by the Grand Prairie Sports Corporation.

Parks Department staff has worked with the Alliance Skate Park operator and identified areas requiring upgrades and the need for additional amenities. The repairs will include foam pit removal, installation of new skate obstacles, restroom renovations, asphalt repair, fence repair, landscape and irrigation repair, drainage renovation, and building graphics. All items, building graphics excluded, are included in a proposal received from Spohn Ranch.

The recommended repair contract is available through the Sourcewell contract #112420-SRI, which began 12/24/2020 and will expire 12/23/2024.

Sourcewell (formerly National Joint Powers Alliance), through a comprehensive 12-step process, creates national cooperative contract purchasing solutions on behalf of its member agencies, including all government, education, and non-profit agencies nationwide and in Canada. These cooperative contract opportunities offer both time and money savings for their users by consolidating the efforts of numerous individually prepared solicitations to one national, cooperatively shared process. This process leverages the aggregation of volume from members nationwide.

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

This item was taken to the Finance and Government Committee on September 7, 2021 for their review and recommendation for approval.

**FINANCIAL CONSIDERATION:**

Funding for the contract with Spohn Ranch is available by approving an ordinance transferring and appropriating \$225,000 from the unobligated fund balance in the Parks Capital Projects Fund to WO #02113903 (Skate Park Improvements) with funding provided by GP Sports Corporation.

**BODY**

**AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2020/2021 CAPITAL IMPROVEMENT PROJECTS BUDGET BY TRANSFERRING AND APPROPRIATING \$225,000 FROM THE UNOBLIGATED FUND BALANCE IN THE PARKS CAPITAL PROJECTS FUND (317193) WO #02113903 (SKATE PARK IMPROVEMENTS) WITH FUNDING PROVIDED BY GP SPORTS CORPORATION.**

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

**SECTION 1. THAT the FY 2020/2021 CAPITAL IMPROVEMENT PROJECTS BUDGET be amended by transferring and appropriating \$225,000 from the unobligated fund balance in the Parks Capital Projects Fund (317193) to WO #02113903 (Skate Park Improvements) with funding provided by GP Sports Corporation.**

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, September 7, 2021.**

## CITY OF GRAND PRAIRIE CAPITAL PROJECTS BUDGET SUMMARY

Fund/Activity Account: 317193 - 02113903  
 Project Title: Skate Park Improvements  
 Current Request: \$225,000.00

ACCOUNT DESCRIPTION	1 CURRENT BUDGET	2 AVAILABLE BALANCE	3 CURRENT REQUEST	2+3 REVISED BALANCE	1+3 AMENDED BUDGET
63010 Bldg & Ground Maint	\$0	\$0	\$225,000	\$225,000	\$225,000
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$225,000</b>	<b>\$225,000</b>	<b>\$225,000</b>



## CITY OF GRAND PRAIRIE COMMUNICATION

**MEETING DATE:** 09/7/2021

**REQUESTER:** Chris Ginapp, Senior Recreation Superintendent

**PRESENTER:** Duane Strawn, Director of Parks, Arts, and Recreation

**TITLE:** An ordinance amending the FY2020/2021 Capital Improvement Budget; purchase Dectron from Enviromatic Systems at the cost of \$391,150 with a 5% contingency of \$19,558 for a total price of \$410,708 through a cooperative agreement with BuyBoard

**RECOMMENDED ACTION:** Approve

### ANALYSIS:

The Dectron system at the Summit is a mechanical dehumidification system that controls humidity. The system simultaneously uses energy by-products to create a more comfortable member experience by maintaining the pool and air temperatures within an indoor aquatic space (Natatorium). The Dectron system is original to the building and is in its eleventh year of operation. There has been a significant increase in complications with humidity and indoor air quality, causing an uncomfortable indoor experience for members of the Summit. These systems are pretty complex and require routine maintenance and care to ensure long-term efficiency and effective use. However, the rising cost of maintenance and repairs is no longer a cost-effective solution to maintaining the current Dectron system. The typical lifespan of a Dectron is a 10–15 (ten-fifteen) year lifespan.

Based on prior experience and use of like systems throughout our park venues, staff recommends proceeding with Enviromatic Systems through their BuyBoard contract #631-20 for the Dectron System and related components. The BuyBoard contract will expire on November 30, 2023.

Dehumidification systems of this size and complexity require a 20 (twenty) week lead time for assembly and installation. As such, installation is expected in April of 2022 and will schedule to ensure minimal to no impact to members.

Chapter 271.102 of the Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization. In place of competitive bidding, items and services may be purchased through such agreements as the sponsoring entity or agency has already bid the agreements. The City of Grand Prairie has master inter-local cooperative agreements with various entities, including BuyBoard.



The BuyBoard can save money by pooling the impressive purchasing power of its 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.

This item was presented to the Finance and Government Committee on September 7, 2021 and received a recommendation for approval by City Council.

**FINANCIAL CONSIDERATION:**

Funding for the purchase of Dectron is available by approving an ordinance transferring and appropriating \$410,708 from the unobligated fund balance in the Parks Capital Project Fund (317193-Upkeep) to WO #02113803 (Summit Dectron Unit).

**BODY**

**AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2020/2021 CAPITAL IMPROVEMENT PROJECTS BUDGET BY TRANSFERRING AND APPROPRIATING \$410,708 FROM THE UNOBLIGATED FUND BALANCE IN THE PARKS CAPITAL PROJECTS FUND (317193-UPKEEP) TO WO #02113803 (SUMMIT DECTRON UNIT).**

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

**SECTION 1. THAT the FY 2020/2021 CAPITAL IMPROVEMENT PROJECTS BUDGET be amended by transferring and appropriating \$410,708 from the unobligated fund balance in the Parks Capital Projects Fund (317193-Upkeep) to WO #02113803 (Summit Dectron Unit).**

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, September 7, 2021.**

**CITY OF GRAND PRAIRIE  
CAPITAL PROJECTS BUDGET SUMMARY**

Fund/Activity Account: 317193 - 02113803  
 Project Title: Summit Dectron Unit  
 Current Request: \$410,708.00

<b>ACCOUNT DESCRIPTION</b>	<b>1 CURRENT BUDGET</b>	<b>2 AVAILABLE BALANCE</b>	<b>3 CURRENT REQUEST</b>	<b>2+3 REVISED BALANCE</b>	<b>1+3 AMENDED BUDGET</b>
68640 - Equip/Hardware	\$0	\$0	\$410,708	\$410,708	\$410,708
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$410,708</b>	<b>\$410,708</b>	<b>\$410,708</b>



**CITY OF GRAND PRAIRIE  
RESOLUTION**

**MEETING DATE:** 08/03/2021

**REQUESTER:** Monica Law

**PRESENTER:** Walter Shumac, Director of Transportation Services

**TITLE:** A public hearing regarding the FY 2020 CARES Act Grant to approve a Resolution authorizing the City Manager to submit a change to the scope of Fiscal Year 2020 grant application with the Federal Transit Administration (FTA) for \$3,852,325 for operating/ capital for vehicle for hire service. The City will provide no matching requirement of the \$3,852,325. The total budget to operate the vehicle for hire is 3,852,325 for one or more years

**RECOMMENDED ACTION:** Approve

**ANALYSIS:**

On Friday, March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act into law. The CARES Act provides emergency assistance and health care response for individuals, families and businesses affected by the COVID-19 pandemic and provides emergency appropriations to support Executive Branch agency operations during the COVID-19 pandemic.

Federal Transit Administration (FTA) was allocating \$25 billion to recipients of urbanized area and rural area formula funds, with \$22.7 billion to large and small urban areas and \$2.2 billion to rural areas. Funding will be provided at a 100-percent federal share, with no local match required, and will be available to support capital, operating, and other expenses generally eligible under those programs to prevent, prepare for, and respond to COVID-19.

Operating expenses incurred beginning on January 20, 2020, for all rural and urban recipients, even those in large urban areas, are also eligible, including operating expenses to maintain transit services as well as paying for administrative leave for transit personnel due to reduced operations during an emergency.

The City of Grand Prairie Transit was allocated \$3,852,325 for COVID-19 related reimbursements at 100-percent.

At the current time, Staff is requesting a public hearing for public input regarding FY 2020 CARES Act Grant and associated funding requests and approve a resolution authorizing the City Manager to submit the change to the grant application for fiscal year 2020 CARE Act grant from Operating to

Capital/Operating for Transportation for hire. The CARE Act Grant for \$3,852,375 is active within FTA for the City of Grand Prairie.

The Transportation for Hire will not affect the Grand Connection senior and physically challenged para-transit program. This service will allow all Grand Prairie residents the opportunity to transport throughout the City and to all four surrounding Colleges and universities; i.e. The University of Texas at Arlington (UTA), Tarrant County College District (TCCD) Dallas College Mountain View Campus (DCCD) Dallas Baptist University (DBU) also Provide Trips to the Trinity Railway Express (TRE).

**FARE TRIPS (\$3.50 to \$4.00 EACH WAY)**

- o All trips will cost between \$3.50 to \$4.00 each way.

**FINANCIAL CONSIDERATION:**

The following is a breakdown of the funding sources used to operate The Grand Connection.

	Total	Percent	Capital/Operating	Vehicle for hire service
FTA (CARES Act)	\$3,852,375	100%	\$3,852,375	
Project Cost	\$ 3,582,375	100%	\$3,852,375	

The City’s Contribution to the Vehicle for Hire Service is zero (\$0) dollars, FTA is allowing the City of Grand Prairie to use 100% of the funds on a reimbursement bases of the expenditures. We have secured the grant in the amount of \$3,582,375 for operating/capital from Federal Transit Administration (FTA).

The reimbursement from FTA expenses for the Vehicle for Hire Service will reside in the FY2020 CARES Act Grant 300596 68021003.

**BODY**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A CHANGE TO THE SCOPE OF THE FISCAL YEAR 2020 GRANT APPLICATION WITH THE FEDERAL TRANSIT ADMINISTRATION (FTA) FOR \$3,852,325 FOR OPERATING/CAPITAL FOR A VEHICLE FOR HIRE SERVICE. THE CITY WILL PROVIDE NO MATCHING REQUIREMENTS. THE TOTAL BUDGET TO OPERATE THE VEHICLE FOR HIRE SERVICE FOR FISCAL YEAR 2022-2023 IS \$3,852,3753. THIS ACTION IS TO ALLOW THE CITY OF GRAND PRAIRIE GO OUT FOR BID FOR THIS SERVICE.**

**WHEREAS,** to ensure continued funding to operate “Vehicle for hire” the Transportation Services Department, seeks authorization to submit the change to the grant to pay for capital/operating expenses to

the Federal Transit Administration (FTA) for \$3,852,325. The City of Grand Prairie Transit was allocated \$3,852,325 for COVID-19 related reimbursements at 100-percent from the Federal Transit Administration (FTA).

**WHEREAS**, the Secretary of Transportation is authorized to make grants for a mass transportation program of projects;

**WHEREAS**, the contract for financial assistance will impose certain obligations upon the applicant;

**WHEREAS**, it is required by the U.S. Department of Transportation in accord with the provision of Title VI of the City Rights Act of 1964, as amended, the applicant give an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements there under; and

**WHEREAS**, it is the goal of the applicant that minority businesses be utilized to the fullest extent possible in connection with this/these project(s), and that definite procedures shall be established and administered to ensure that minority businesses shall have the maximum construction contracts, supplies, equipment contracts, or consultant and other services.

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

Section 1. That, the City Manager is authorized to execute, amend, and file applications on behalf of the City of Grand Prairie with the, Federal Transit Administration (FTA) in the amount of \$3,852,325 to aid in the financing of operating assistance projects pursuant to Section 9 of the Urban Mass Transportation Act of 1964, as amended. The City of Grand Prairie Transit was allocated \$3,852,325 for COVID-19 related reimbursements at 100-percent from the Federal Transit Administration (FTA).

Section 2. That, the City Manager is authorized to execute and file with such application an assurance, or any other document required by the U.S. Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.

Section 3. That, the City Manager is authorized to set forth and execute affirmative minority business policies in connection with the project's procurement needs.

Section 4. That, the City Manager is authorized to execute grant contract agreements on behalf of the City of Grand Prairie with the U.S. Department of Transportation for aid in the financing of the operating assistance projects.

Section 5. That, this Resolution shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, SEPTEMBER 7TH, 2021.**

# Microtransit Pilot for the City of Grand Prairie

## City of Grand Prairie, Texas

River North Transit LLC

(a wholly owned subsidiary of Via Transportation, Inc.)



# Executive Summary



## River North Transit LLC

10 Crosby St, Floor 2

New York, NY 10013

<https://platform.ridewithvia.com/>

**Subject:** Via Proposal to the City of Grand Prairie

**To:** City of Grand Prairie, Texas

**Attn:** City Manager

Dear City Manager,

River North Transit LLC ("Via")<sup>1</sup> is pleased to present our transportation proposal to the City of Grand Prairie. In this Executive Summary, we provide a brief introduction to Via and summarize our proposed solution for the City. Supporting information follows.

## Introduction to Via

Via is the world's leading provider of innovative public mobility solutions — including microtransit, which we define as data-driven transportation services that pool multiple passengers into efficient shared rides, and dynamically route vehicles in response to demand.

We partner with cities and transit agencies across the globe, harnessing the power of data to optimize networks of buses, shuttles, wheelchair accessible vehicles (WAVs), school buses, autonomous vehicles, electric vehicles, and more. For each deployment, we configure our system to serve our partner's goals while bringing our global expertise to bear on their local challenges.

## Project Understanding

The City of Grand Prairie is a thriving community of nearly 200,000 residents, including many young families and residents that are new to the area. Thanks to attractive residential neighborhoods, convenient proximity to the entire Dallas-Fort-Worth (DFW) area, and world-class entertainment, Grand Prairie is one of the fastest growing cities in the U.S., with population growth expected to continue for years to come.

To drive ongoing economic development and meet the evolving needs of its population, the City is exploring innovative solutions to improve Grand Prairie's public transit system. The City hopes to demonstrate that more flexible transportation models, such as microtransit, can better serve the diverse needs of Grand Prairie residents, from students and young professionals, to senior citizens and individuals with disabilities.

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<sup>1</sup> As a wholly owned subsidiary of Via Transportation, Inc., River North Transit LLC enjoys full access to the parent company's technology, expertise, and personnel. Throughout our proposal, we will simply refer to the applying entity as "Via," reflecting the highly-integrated nature of the Via Group.

The City is seeking information on innovative mobility solutions that can enhance the efficiency, accessibility, and overall quality of Grand Prairie's public transit system. Beyond exploring the potential value of microtransit, the City seeks to understand how new transit services will complement and integrate with the broader transportation network in and around Grand Prairie.

## Via's Proposed Solution for Grand Prairie

Via stands alone in our industry as a turnkey microtransit provider, combining the advanced technology of a mobility software company with the service management expertise of a public transit provider. From managing over 200 microtransit services across the globe, our team brings unparalleled expertise in overseeing both the technology and operational components of microtransit.

Through our holistic transit experience, we have developed a proven microtransit playbook, including strategies for adjusting technology parameters, establishing fare structures, implementing rider outreach campaigns, and scaling fleets. If selected as the City's partner, we will apply our expertise to design, implement, and optimize an innovative microtransit service, scoped specifically to the needs of Grand Prairie residents.

Pulling from our end-to-end capabilities, we can configure our flexible microtransit solution to the City's needs through either of the following service models:

- Transit-as-a-Service (TaaS).** Through our turnkey TaaS solution, Via serves as a broker and integrator of transit services for microtransit networks. We ensure seamless coordination between carefully vetted third parties, including vehicle suppliers and maintenance services, and provide our full suite of technology, which includes interfaces for riders, drivers, and administrators, as well as powerful algorithms for scheduling trips and dispatching vehicles.
- Integrated Mobility Solutions (IMS).** Only Via provides all the services needed to power microtransit, while also offering advanced capabilities to intelligently incorporate microtransit into the broader transportation network. With our IMS solution, partners use the Via system to integrate payment systems, link trip planning applications, and streamline service management across modes.



Through these partnership models, we are confident that Via can provide the technology capabilities, service design expertise, and robust deployment experience needed to achieve Grand Prairie's transit objectives. Our microtransit solution exceeds expectations for service quality by personalizing the trip experience to each resident's preferences and accessibility needs. Our backend algorithms simultaneously automate administrative tasks and aggregate passengers into efficient shared rides — thereby minimizing the need for manual service management and maximizing fleet productivity.



We hope that our proposal demonstrates our understanding of Grand Prairie's goals and our unmatched ability to ensure the City's success. We look forward to engaging further on this exciting opportunity.

Best regards,

**John Crezis**

**Director of Partnerships**

**Via Transportation, Inc.**

401 West Ontario St, Suit 301

Chicago, IL 60654

john@ridewithvia.com

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# 1. Company History

## 1.1 Mission and Vision Statement

Via is re-imagining how the world moves. We provide the next generation of public mobility solutions, empowering cities, public transit agencies, and private operators to build dynamic transportation networks and expand access to transit. Our flexible technology solutions use real-time data to optimize networks of buses, shuttles, wheelchair accessible vehicles (WAVs), school buses, autonomous vehicles, electric vehicles, and more. By delivering convenient shared rides and enhancing connectivity between transit modes, Via enables partners to increase efficiency, reduce traffic congestion and carbon emissions, and improve the quality of life for their communities.

## 1.2 Via Background and Years of Experience



Via has been in business since 2012, and in 2013, we launched our first microtransit service, designed to provide convenient and affordable shared rides. Inspired by the potential of shared rides to alleviate congestion and reduce single-occupancy vehicle use, our co-founders — Daniel Ramot (CEO; Ph.D from Stanford in neuroscience) and Oren Shoval (CTO; Ph.D from the Weizmann Institute in systems biology) — applied their knowledge of complex data networks and machine learning to build a digital platform that could optimize the assignment of ride requests across a fleet of vehicles. With this technology, they sought to serve more shared rides with fewer vehicles, thereby reducing congestion, lowering emissions, and expanding shared mobility.

Over the past seven years, we have not only made this platform into the world's most advanced microtransit system, but built additional capabilities to manage every aspect of public mobility, including paratransit, senior transportation, integrated trip planning and payments systems, electric vehicle (EV) charge management, autonomous vehicle (AV) fleet management, school bus routing, operations, and dynamic road-usage charging (RUC).

In Texas alone, we power several services, including our turnkey microtransit services in Arlington and Travis County (both described in **Section 2.2.1: Comparable Projects**), and in Fort Worth, where our service provides first- and last-mile connections to the nearby rail stations.

Via also recently acquired Remix, the world’s leading transportation planning software firm, which over 350 cities and transit authorities use to design their transit networks. Remix and Via together provide an unmatched suite of tools and services to design, plan, optimize and analyze multimodal transportation systems. Together, we have deployed transit solutions in partnership with over 500 cities and transit agencies in 26 countries around the world. Below, please find a map of our global deployments:



## 1.2 Key Personnel

### 1.2.1 Global Team

The talent, scale, and diversity of our global team set us apart from competitors. Via’s global team is structured within two core segments: **Business**, led by Co-Founder and CEO Daniel Ramot, and **Product**, led by Co-Founder and Chief Technology Officer Oren Shoval.

Across both segments, Via employs nearly 700 people: 330 Business team members focused on operations, growth, member services, expansion, business development, and partner success; and 350 Product experts with experience in advanced algorithms, data science, digital mapping, database architecture, product management, and app development.

## 1.2.2 Project Team

For each partnership, Via builds a Project Team around the unique requirements of the service. If selected to work with the City of Grand Prairie, we will assemble a Via Project Team with experience in designing, launching, and optimizing microtransit services. Once the service launches, a General Manager and Partner Success Manager will organize and lead regular check-ins with the City to review performance, collect feedback, and align on next steps for service growth and optimization. This team will also monitor and analyze service performance data on an ongoing basis, providing advice on how the City can improve service quality, increase ridership, and transition between project phases.

# 2. Experience

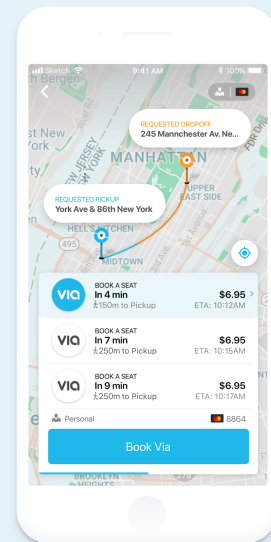
## 2.1 Scope of Services

Via has comprehensive microtransit experience cutting across technology and operations. Our software platform includes intuitive applications for riders, drivers, and system administrators, as well as automated tools for scheduling shared trips and dynamically routing vehicles. We also offer end-to-end support for coordinating service management, working with third-party partners to manage driver recruitment, fleet maintenance, and customer service.

Below, we summarize the suite of features and services that Via can offer the City, broken down into technology and integrated transit services:

### Technology

- Fleet Routing and Optimization Algorithms.** Via's industry-leading routing and ride assignment algorithms analyze all trip requests, assign customers to the best-suited vehicle, and group passengers into efficient shared rides. Our technology optimally matches vehicles with ride requests, and dynamically updates routes in response to real-time demand.
- Rider Reservation System.** Via's Rider App allows riders to *book pre-scheduled and on-demand* rides, track their vehicles in real time, pay for rides, and troubleshoot any issues. Riders also have the option to call administrators to book rides and access support services.
- Driver Navigation Application.** Via's Driver App provides clear visual navigation and spoken instructions to guide drivers from stop to stop. Drivers communicate with system administrators, dispatchers, and customers through the app, and the app transmits live ride data back to the Via system.
- Administrative System.** The Via Operation Center (VOC) is a user-friendly, web-based interface where system administrators can monitor live service operations, manage user accounts, and communicate with riders and drivers. The VOC



offers tools to perform a variety of functions, including checking trip details, adjusting account information, and providing customer support.

- **Data Analytics and Reporting.** Via shares operational data and service reports through Tableau, an intuitive data visualization platform. This interface contains a range of data reports that can be queried and filtered for specific insights, or simply treated as ongoing dashboards to monitor service performance.
- **Software Support and Maintenance.** Via partners benefit from regular system upgrades designed to improve all of our global services. Our cloud services are monitored continuously; a Technical Support Team is on-call 24 hours/day to immediately address issues.

## Integrated Transit Services

- **Vehicle Procurement.** Via works with a reputable leasing company to deliver a fleet of branded vehicles. We collaborate with our partners to determine the optimal fleet size and makeup (e.g., appropriate vehicle model and number of wheelchair accessible vehicles) to meet local demand and ensure a high-quality trip experience for riders.
- **Fleet Maintenance.** Via prioritizes exceptional vehicle cleanliness and maintenance in all of our services. We work with local partners to manage end-to-end fleet maintenance and cleaning, including specialized services to ensure rider and driver safety during the COVID-19 pandemic.
- **Driver Partners.** We provide qualified, highly vetted drivers for our services. We conduct comprehensive onboarding programs to ensure that driver partners are equipped to use the Via platform and provide exceptional customer service.
- **Supply Planning.** Our team manages day-to-day supply planning, ensuring that sufficient vehicles are dispatched to fulfill all ride requests. Leveraging our sophisticated planning tools, we efficiently scale up or down supply in line with predicted and real-time demand.
- **Customer Service.** Via dedicates highly trained support agents, who have experience providing phone support to Via riders across the globe. In addition to offering real-time phone support, our system sends automated communications to riders via text, voice call, or in-app message.
- **Marketing and Growth.** Via's in-house marketing team, including experts in branding, design, digital marketing, and public relations, designs and implements a comprehensive marketing campaign tailored to local riders. We utilize various data-driven tactics for growing awareness of new services and increasing ridership over time.

Via will not only be a service provider, but a true strategic partner to the City — offering recommendations for optimizing operational efficiency, improving the quality of service, and growing ridership over time.

## 2.2 Relevant Experience

### 2.2.1 Comparable Projects

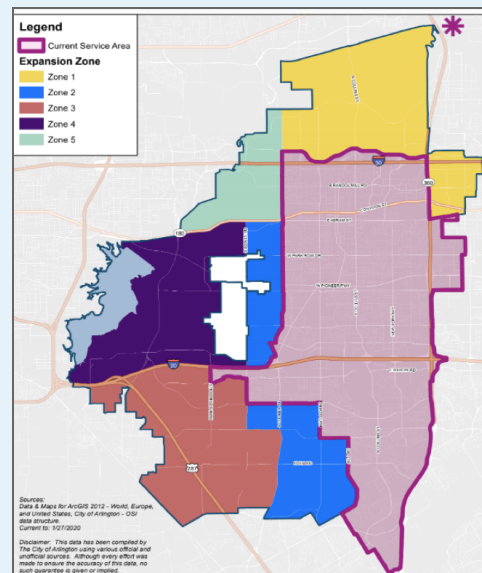
Via manages several transit services similar to the size and scope of Grand Prairie's prospective microtransit project. Below, we highlight two comparable projects: the first reflects our

Transit-as-a-Service (TaaS) model, where Via provides a turnkey microtransit solution including both technology and service management support; the latter demonstrates our technology-only solution delivered through a Software-as-a-Service (SaaS) model.

## 1. City of Arlington, Texas

### **Project Summary**

In December of 2017, the City of Arlington replaced an underutilized fixed-route bus with Via's shared-ride, on-demand transit solution. Using a fleet of 22 custom-branded vans, the service allows riders to travel anywhere within the service zone and connect to key destinations such as the University of Texas at Arlington, the downtown and entertainment districts, and the CentrePort Transit Station, which connects residents to job opportunities throughout the region. Over the past three years, the service has more than doubled in scope, expanding three times since launch and growing to serve over a third of Arlington's population.



### **Results**

As a testament to the service's success, Via, the City, and UT Arlington partnered to develop a winning proposal to the 2019 Federal Transit Administration's Integrated Mobility Innovation (IMI) Program. With our awarded \$1.7 million grant, we are planning to integrate autonomous vehicles (AVs) into the service, specifically to serve students and faculty on and around the UT Arlington campus. In addition to adding this AV student transportation use case, Via and the City are planning to grow the service to cover the entire city in 2021, expanding the fleet to 68 vehicles.

Our partnership with Arlington represents the power of Via's microtransit solution to transform a city's mobility landscape: prior to Via, Arlington had been the largest U.S. city without a public transportation system, and it has since emerged as the first city to run solely on microtransit. As Arlington's exclusive provider of public transit, Via has built a sustainable, reliable, and scalable transit service that meets the diverse needs of all Arlington residents.

## 2. CapMetro & CARTS | Austin, Texas

### **Project Summary**

In Austin, Texas and the surrounding Travis County area, we work with the Capital Metropolitan Transportation Authority (CapMetro) and the Capital Area Rural Transportation System (CARTS) to manage a microtransit service in several suburban and rural zones. This service resulted from Via's microtransit pilot with CapMetro in 2017, when we replaced an underutilized dial-a-ride service with a shared, on-demand transit service for both general and paratransit-eligible riders.



### **Results**

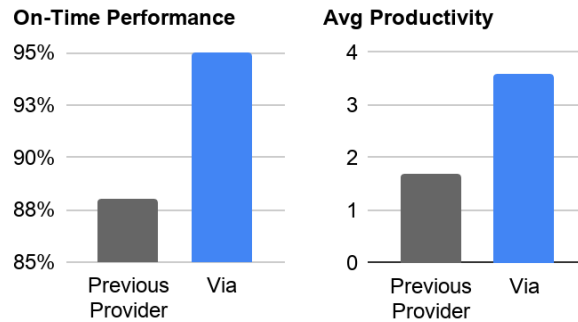
Within a year of the pilot's operation, Via decreased the cost-per-passenger by 50%, quadrupled daily ridership, and achieved an average customer rating of 4.8/5. Based on the pilot's success, CapMetro and CARTS selected Via to power an expanded microtransit service, designed to connect suburban and rural communities to the Austin transit network. The service launched in August 2019 in five distinct zones, and in December 2019, CapMetro again expanded its partnership with Via to add a sixth zone.

### 2.2.2 Expertise Serving Seniors and Riders with Disabilities

Accessibility is a core principle in each of our deployments, and many of our projects are specifically designed to serve elderly passengers and those with disabilities. Below, we highlight two additional Via services geared towards senior citizens and individuals eligible for ADA paratransit services.

- **City of Newton, Massachusetts.** Via manages an on-demand transit service for senior citizens in Newton, replacing a legacy taxi service that required seniors to call three days in advance. To accommodate the unique needs of elderly riders, Via conducted specialized sensitivity workshops for Via's drivers and customer support agents. With Via, seniors can book trips in real time, expect an average wait time around 10 minutes, and ride in custom-branded shuttles.
- **Hampton Roads Transit (HRT).** In southeast Virginia, Via manages HRT's paratransit service, which uses a 70-vehicle fleet to provide over 350,000 annual trips. Before Via, riders had to book a trip one to seven days in advance, and suffered uncertain vehicle arrival times and circuitous routes. With Via's technology, riders have gained the flexibility to book same-day, pre-scheduled, or recurring trips, and they receive automated updates about vehicle arrival times. Our solution has lowered the cost per trip while transforming the rider experience. Riders enjoy average wait times below 30 minutes, and as the charts below illustrate, Via has increased the on-time performance rate to 95% and optimized service productivity (in terms of the number of passengers transported per hour) relative to the previous provider.





### 2.2.3 Federal Transit Administration Experience

As many Via projects use Federal Transit Administration (FTA) funds, Via is a sub-recipient of FTA funds and has extensive experience implementing microtransit projects in accordance with FTA regulations, including all data reporting standards. We provide all partners with comprehensive reports and granular data sets that can be exported into any format required for FTA reporting. As a policy, we provide partners with additional data as may be required to receive and sustain government support. Please see **Section 4.2: Data Tracking and Reporting** for details on Via's custom-built dashboards for FTA reporting purposes.

In addition to facilitating the FTA reporting process, we have a record of success helping our partners apply for — and win — competitive grant opportunities from the FTA.

We would be happy to leverage this experience to help the City apply for local, state, and/or federal grant opportunities.

## 2.3 Customer Support for Riders

Via provides customer support to riders through both a call center and mobile application. Below, we elaborate on both forms of support.

### 2.3.1 Customer Support Call Center

Via will dedicate support staff from our customer service headquarters. These trained and vetted administrators will proactively monitor any irregularities in the service, and respond to customer inquiries by phone and text during service hours. This team, who has honed their skills providing customer support to Via customers in similar deployments across the globe, will use our powerful web-based tools to intervene across all service functions — including booking rides, canceling rides, responding to driver and riders communications, granting trip credit, and adjusting vehicle occupancies.

Via's highly automated platform enables our support agents to spend less time on administrative management, and more time providing exceptional customer support and resolving issues that require intervention. For example, our system automatically schedules rides and dispatches vehicles along the most efficient route, eliminating the need for time-intensive manual tasks like route mapping and manifest generation.

### 2.3.2 Self-Service Support Tools

In addition to our customer service staff, Via provides a suite of automated support tools for riders. Through the Rider App, riders can access several support services, such as booking or canceling trips, reviewing past trip fares, and receiving periodic trip alerts.

Most critically, our system sends automated notifications through SMS text, in-app messages, or phone calls to keep riders updated throughout the trip journey. For example, should there be a trip delay, riders will immediately receive a notification with the updated trip details. We can configure the content and timing of these messages based on the City's preferences. Typically, we send notifications for the following trip milestones:

- When their assigned vehicle is two minutes away (exact timing is configurable)
- When their assigned vehicle has arrived
- When their assigned vehicle is preparing to depart (time window before marking trip as “no show” is configurable)
- Service delays, such as when a vehicle is running late due to traffic or other road conditions
- Service changes, such as when a rider has been reassigned to a new vehicle

Further, Via provides several straightforward channels for riders to ask questions, submit complaints, and request refunds if there was an issue with their trip. The Via platform allows riders to submit feedback in the Rider App or through real-time text and phone support. At the end of each trip, the app prompts riders to rate their trip experience on a scale of 1 to 5 stars. Through this post-trip survey, riders can also submit written feedback in addition to the star rating.

Riders can also submit feedback by emailing system administrators or replying to an earlier SMS message sent by the system. Via will work with the City to leverage feedback for informing service improvements.

## 2.4 Support Services for Partners

Via will offer multiple channels for the City to request and receive technical assistance. The City will have access to technical support on a 24/7 basis. At all times, the City will be able to submit technical support questions through an easy-to-use customer service platform powered by Zendesk. Further, Via's Project Manager will be available to respond to inquiries by phone or email during normal business hours.

## 3. Proposed Service Snapshot

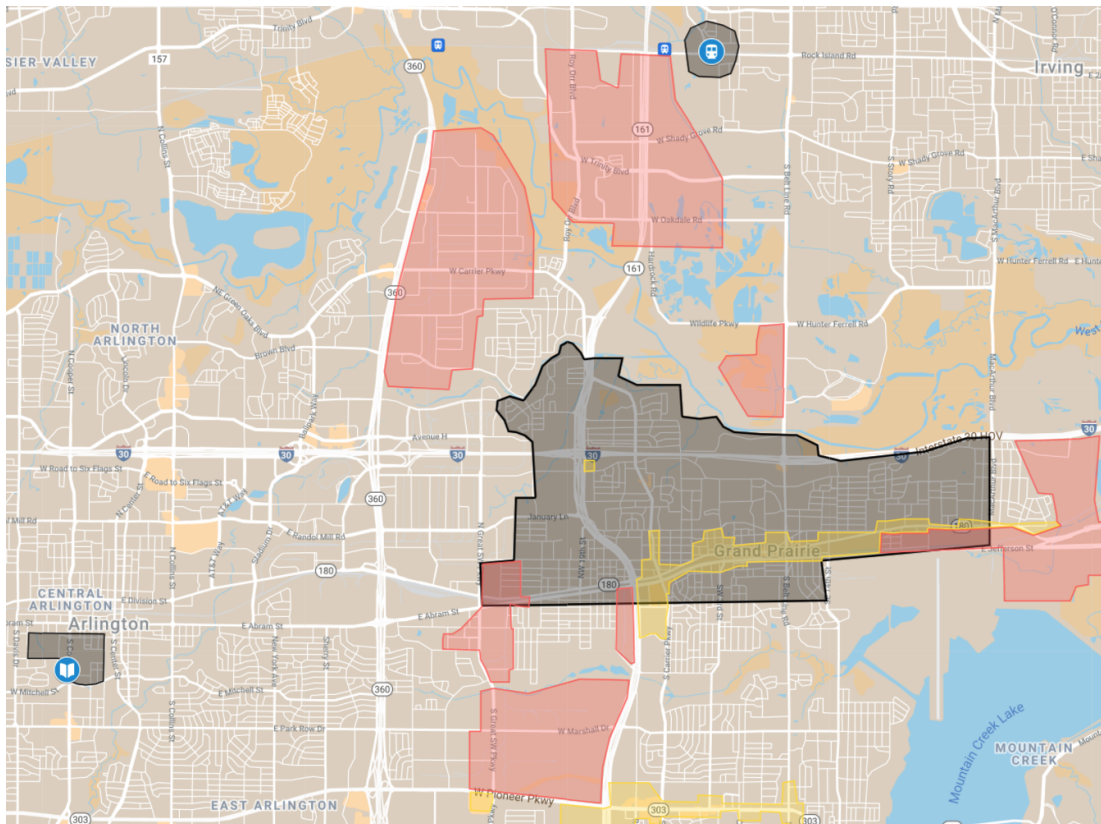
### 3.1 Service Zones

As mentioned above, Via provides launching our TaaS service in one of three proposed service zones described below.

Of course, before launch, we will work closely with the City to undergo a full service planning exercise to determine a complete launch plan, and are able to configure our plan to optimize zone size, hours, vehicle, or any other service parameters. Please see a description of our initial zone proposals below, followed by a detailed overview of our service design process.

#### 3.1.1 Small Zone: 10 Vehicle Zone

This 7 square mile zone serves a primarily Residential/Commercial use case with one central commercial area in the zone. The core zone includes some schools and government destinations, as well as many businesses. The extended zone includes the West Irving TRE station, University of Texas at Arlington, and Tarrant County College Southeast Campus. This zone can be served with 10 vehicles and can achieve a quality of service similar to Via's Arlington service.



#### Map Key:

Red = Industrial Area

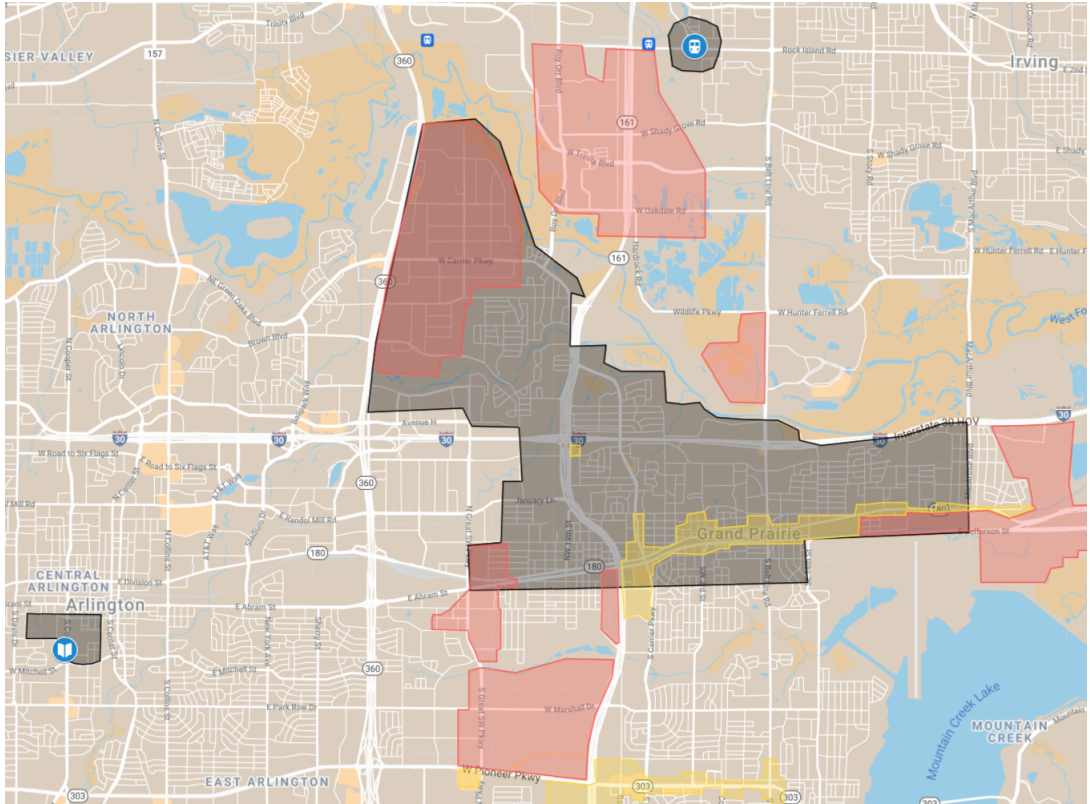
Yellow = Commercial Area

Gray = Zone Outline

All zones run along the eastern border of the Arlington zone

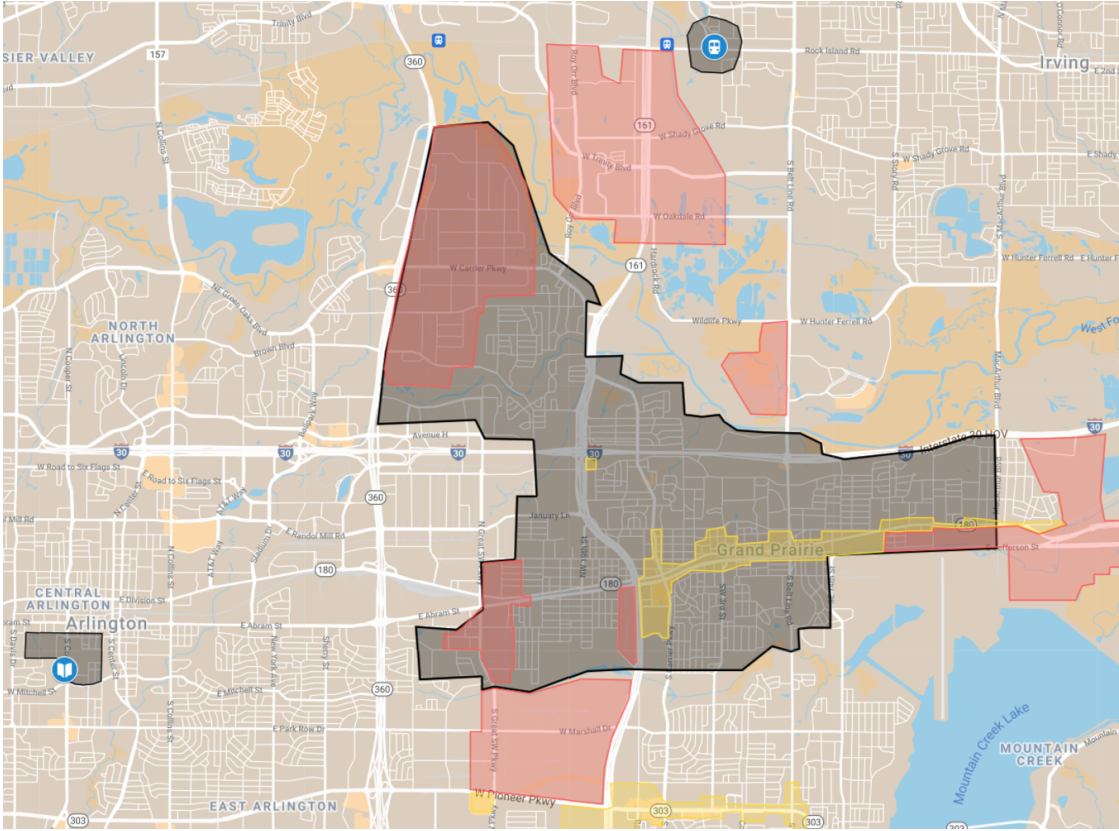
### 3.1.2 Medium Zone: 15 Vehicle Zone

This 10 square mile zone serves a primarily Residential/Commercial use case with two major commercial areas in the zone and an expanded residential basin. The extended zone includes the West Irving TRE station, University of Texas at Arlington, and Tarrant County College Southeast Campus. This zone can be served with 15 vehicles and can achieve a quality of service similar to Via's Arlington service.



### 3.1.3 Small Zone: 20 Vehicle Zone

This 14 square mile zone includes several industrial hubs in Grand Prairie alongside the expanded commercial/residential zone. The extended zone includes the West Irving TRE station, University of Texas at Arlington, and Tarrant County College Southeast Campus. This zone can be served with 20 vehicles and can achieve a quality of service similar to Via’s Arlington service.



### 3.1.4 Simulation Results

Via Simulation Results - Summary						
Zone	Rides/Day	Estimated hourly ridership	Avg. wait time (mins)	Passengers per vehicle hour*	# of vans	Area (square miles)
<b>10 Van Zone</b>	100 - 150	10 - 15	12 - 15	1.5 - 2	10	7
<b>15 Van Zone</b>	300 - 380	30 - 38	12 - 15	2 - 2.5	15	10
<b>20 Van Zone</b>	400 - 500	40 - 50	12 - 15	2 - 2.5	20	14

\*Note: Utilization is heavily influenced by trip duration, so longer trips such as those to UTA, TCC, or the TRE station are pulling the average down. During periods of higher demand and with a higher ratio of core zone trips, we would expect a utilization of 3.5 passengers per vehicle hour.

## 3.2 Service Hours

The proposed service would operate Monday through Saturday from 5 am CT until 6pm CT.

These service hours can be adjusted prior to launch or after launch as needed and Via would work with the City to ensure that the hours best match the needs of Grand Prairie residents and workers.

## 3.3 Fleet

We propose a fleet of 10, 15, or 20 vans, depending on the City's budget, desired to serve certain areas and desired quality of service. We are happy to adjust fleet size over time. In our proposal, approximately 25% of the fleet will be wheelchair accessible in order to accommodate most riders with an equivalent quality of service.

All vehicles can be fully or partially wrapped to reflect Grand Prairie's branding. Below is an example of a vehicle wrap design for the City:



## 3.4 Fare Structure

We propose launching with a low flat fare for at least the first year of service. This ensures predictability for riders and makes marketing simpler.

If desired, we are happy to discuss an alternate fare model with Grand Prairie, including distance-based structures like the City of Arlington now uses.

## 3.5 Price Structure

Via intends to provide a service deploying dedicated vehicles and operators and delivering a fixed number of service hours. Please see a brief overview of our pricing below.

Our Transportation-as-a-Service (TaaS) solution is a turnkey, comprehensive on-demand transit system. Via provides all technology, vehicles, independent contractor drivers, live service support, and complete operations management. Our TaaS solution offers the benefits of on-demand transit without the challenges of directly operating service. Under this model, we will collaborate closely with Grand Prairie to scope a service in a manner that best achieves the goals of the demonstration projects and makes the most of available resources.

Because we are directly operating the service, we price on a per vehicle, per hour basis. Hourly costs are inclusive of all service operations, including vehicles, labor, some marketing, and Via's full suite of technology.

### 3.5.1 Pricing Summary

Please see below for our pricing overview for each of the three service zone scenarios described previously. Note that this does not include any farebox revenue, which the City would keep.

**TaaS Pricing Proposal for City of Grand Prairie**  
Via Transportation

	Proposal A Small Zone	Proposal B Medium Zone	Proposal C Large Zone
<b>Total Number of Vehicle Hours</b>	~31,500	~47,300	~63,000
Days / Week of Operations	6	6	6
Avg. Service Hours / Day	13	13	13
Duration of Deployment (Months)	12	12	12
Non-WAV Vehicles in Fleet	7	11	15
Wheelchair Accessible Vehicles (Included in Price)	3	4	5
<b>Total Vehicles in Fleet</b>	<b>10</b>	<b>15</b>	<b>20</b>
Fixed Upfront Costs	\$45k	\$62k	\$78k
Ongoing Operational (Non-Upfront) Costs	\$1.77M	\$2.60M	\$3.39M
<b>Total Cost</b>	<b>\$1.82M</b>	<b>\$2.66M</b>	<b>\$3.47M</b>
<b>Fully Loaded Cost / Vehicle Hour (Excl. Upfront Costs)</b>	<b>\$56.25</b>	<b>\$55.00</b>	<b>\$53.75</b>

Note: Pricing excludes taxes.

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## 4. Innovation

In this section, we describe how Via's solution addresses real-world challenges and opportunities for improving operational efficiency and enhancing the customer experience. In **Section 4.1: Microtransit Features**, we highlight Via's innovative approach to managing stopping points, minimizing wait times and trip durations, delivering customer service, and ensuring accessibility for all members of the community. In the following section, **Section 4.2: Flexible Route Models**, we describe Via's ability to manage dynamic, fixed, or hybrid route models. Finally, in **Section 4.3: Premium Services and Future Innovations**, please find an overview of Via's optional capabilities for driving continuous service innovations.

### 4.1 Microtransit Features

#### 4.1.1 Combined Virtual and Curb Side Stop Solution

Via pioneered the Virtual Bus Stop (VBS) model, where vehicles pick up passengers at virtual stopping locations, rather than relying on a limited number of fixed stops. While many of our competitors have since begun following a similar stopping scheme, our patented VBS technology is the most sophisticated platform for ensuring safe and efficient virtual stopping points.

Leveraging our sophisticated VBS technology, Via's system generates stopping points throughout the service zone — most often at corners where vehicles can safely stop for pickups and dropoffs. After riders choose their desired origin and destination, Via's system selects the closest VBS. By asking riders to walk a short distance at the start and conclusion of their journeys, the VBS system reduces vehicle detours and maximizes system efficiency.

Riders with mobility limitations, such as seniors and those with disabilities, are never asked to walk to their pick-up location, and instead receive door-to-door service by default. For door-to-door trips, riders get picked up at the exact address of their requested location and drivers are instructed to assist the rider from the door of their pickup location to the vehicle, and from the vehicle to the door of their destination. At any time, riders can indicate their need for a wheelchair accessible vehicle (WAV) or special assistance in the Rider App or over the phone; our system will save this request for all future trips, automatically deploying the appropriate vehicle and/or service instructions to the assigned driver.

We can configure the stop system according to the City's preferences.

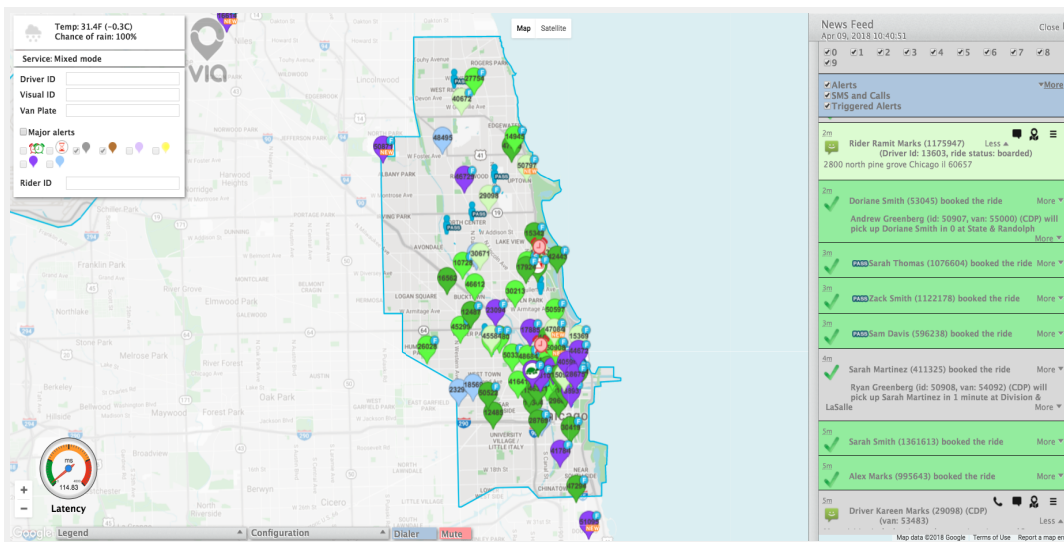
#### 4.1.2 Real-time Information

Using real-time operational data, Via's system continuously optimizes route plans while providing riders, drivers, and system administrators with complete visibility into service operations. Our platform captures live location data through the Via Driver App, described in **Section 2.1.1**, which can be seamlessly downloaded onto any internet-connected device, such as a smartphone or tablet installed in the vehicle. Leveraging the GPS technology embedded in the onboard device, the Driver App captures live vehicle locations, providing critical information to inform route decisions and relay accurate wait time predictions and estimated times of arrival.

Below, we highlight how Via's platform transmits real-time information to riders, drivers, and system administrators:



- **Riders** can track live vehicle locations and view the vehicle’s estimated arrival times at the pick-up and drop-off points. Both the vehicle location and time predictions are continuously updated based on real-time road conditions and service delays.
- **Drivers** receive dynamic routing instructions on the Driver App’s mapping interface. The app automatically adjusts the instructions to account for traffic, new ride requests, or modified reservations.
- **System administrators** can monitor all aspects of the service, such as live vehicle and passenger locations, through the web-based Via Operation Center (VOC). As shown in the sample image below, the VOC’s Live View interface provides a real-time overview of service, organized into three parts:
  1. A color-coded map displaying vehicle and rider information;
  2. A dashboard providing a brief overview of key performance indicators; and
  3. A filterable, interactive newsfeed recording every event that takes place within the system.



#### 4.2.1 Reduced Wait Times and Trip Durations

Via’s microtransit technology adaptively routes vehicles along the fastest possible route, thereby lowering wait times and shortening trip durations. Thanks to our efficient scheduling and routing algorithms, several Via partners experience tangible improvements in service quality after deploying our technology. For example, in Kent, UK, the local operator Go Coach used Via’s technology to transition its fixed-route bus system to a dynamically-routed, microtransit model. With Via’s solution, Go Coach lowered the average wait time to 11 minutes, compared to 60 minute headways with the legacy bus service.

To guarantee a consistent, high-quality trip experience, Via adjusts our algorithms according to the performance goals of our partners. We work with each partner to configure various system parameters, such as:

- Maximum allowable trip duration, ensuring that each trip stays below a certain total time or distance;
- Maximum allowable wait time;
- Maximum allowable detour, where no rider can be taken on a detour beyond a certain amount of time; and

- Maximum distance that riders are asked to walk to the pickup/dropoff.

If selected to power and operate the City’s microtransit service, we would work together to determine the appropriate threshold for each parameter. For example, should the City request that average wait times stay below ten minutes and average trip durations stay below twenty, we will set up the scheduling system so that trips are only assigned if they fall within these parameters.

After the initial system configuration, we will continue to refine all parameters in response to performance data and changing goals for quality of service. Our team not only considers potential adjustments to the thresholds (e.g., lowering the wait time threshold from 10 to 7 minutes), but also how we might reprioritize the weighting of all parameters (i.e., the extent to which our technology prioritizes one parameter over another) in order to enhance the service.

## 4.2.2 Mobile App versus Call Center Support

Via exceeds customer service expectations by combining traditional call center support with self-service resources through our mobile application. As we detail in **Section 2.4: Customer Support**, Via’s in-app support features allow riders to seamlessly book trips, modify reservations, and troubleshoot issues with the click of a button. However, while many other microtransit providers view in-app support as sufficient, Via believes that live phone support remains critical to ensuring a high-quality service, particularly for individuals who do not have smartphones or simply feel more comfortable speaking with a representative.

Via recognizes that the introduction of app-based services can be unfamiliar and even daunting for riders, particularly in non-urban areas with many elderly and low-income communities. Without a coordinated approach, a microtransit service may easily reach tech-savvy smartphone users, while missing harder-to-reach communities that could greatly benefit from the service. Thus, in addition to offering phone support, we follow several proven tactics for familiarizing new users with our mobile application and attracting those with limited technology proficiency to microtransit.

For example, before launching our microtransit service for senior citizens in Newton, Massachusetts, our team conducted workshops at local senior centers to walk individuals through the process of downloading the Rider App and booking a trip. We also trained our customer support agents on how to explain Rider App features to those unfamiliar with mobile applications, while continuing to provide phone support for riders who preferred to call in.

In the following section, we elaborate on Via’s custom-built features for making our microtransit services as accessible and easy-to-use as possible.

## 4.2.3 Accessibility

Unlike other microtransit providers, Via powers several transit services that *exclusively* serve senior citizens and ADA-eligible individuals. From this experience, we understand the operational nuances of serving riders with mobility limitations, and have custom-built features to account for their unique needs. In the table below, we outline how Via’s microtransit solution ensures a high-quality service for all members of the community, including the following user groups:

User Group	Via’s Solution
------------	----------------

<p>Riders with mobility limitations or disabilities</p>	<p>Via's system logs unique rider preferences and automatically personalizes the trip experience based on these needs. After riders create a Via account, our system populates a Rider Profile that tracks customized rider needs, such as:</p> <ul style="list-style-type: none"> <li>● The need for a wheelchair accessible vehicle (WAV)</li> <li>● Whether the rider travels with a care attendant or service animal</li> <li>● Whether the customer is visually- or hearing-impaired</li> <li>● Contact information of a family member or care attendant in case of emergencies</li> <li>● Default for door-to-door service, where the driver will pickup/dropoff the customer at their exact requested addresses and assist them in walking to/from the vehicle</li> </ul> <p>The data stored about each rider influences the decisions made by our routing and scheduling algorithms. For example, once a rider logs their need for wheelchair accessibility, our system will automatically dispatch a wheelchair accessible vehicle (WAV) for all future trips, and for riders traveling with a care attendant, our system will account for the additional space requirement and dispatch a vehicle with the appropriate capacity. Further, our system sends rider-specific notes to the assigned driver (e.g., instructions to speak clearly for hearing-impaired riders), and for riders in wheelchairs and those who have requested walking/boarding assistance, our algorithms build in extra time for these pick-ups and drop-offs — allowing for sufficient boarding time without compromising overall system efficiency.</p>
<p>Individuals without smartphones or internet access</p>	<p>For individuals without smartphones or internet access, our system allows riders to call system administrators to have a ride booked on their behalf. Riders may request trips and troubleshoot issues by speaking to a live customer service representative over the phone.</p> <p>Further, if requested by the City, we can offer a web portal that offers the same user functionality as the Rider App. The web interface is a valuable offering for riders who do not have smartphones but still wish to access the service's digital functionality through an internet-connected device.</p>
<p>Riders without bank accounts</p>	<p>Via offers several payment methods accessible to riders without bank accounts or credit/debit cards, including cash payment and voucher cards. Our flexible payment system allows riders to pay for service directly through the Rider App or over the phone using any of these payment options:</p> <p><i>Digital payment methods:</i></p> <ul style="list-style-type: none"> <li>● <b>Credit and Debit Cards.</b> Riders scan their credit/debit card using their smartphones' built-in camera or by inputting the</li> </ul>

	<p>information manually in the Rider App or web portal. They can also submit their card details by calling live system administrators. Once this information is submitted, Via's system will automatically charge the appropriate fare for all future trips.</p> <ul style="list-style-type: none"> <li>● <b>Apple Pay, Google Pay, and PayPal.</b> Riders can select one of these options on the "Billing Details" screen of the Rider App.</li> <li>● <b>Integrated Transit Pass.</b> If requested, we can integrate with any third-party ticketing system using Via's production-grade APIs. As we elaborate in <b>Section 3.3</b>, Via has robust experience in fare payment integration and we are pleased to offer this feature to the City if of interest.</li> </ul> <p><i>Physical payment methods to accommodate riders without bank accounts, smartphones or internet access:</i></p> <ul style="list-style-type: none"> <li>● <b>Cash.</b> Our platform can support onboard cash payment. Riders can simply select "Cash" as their payment option when booking a trip. Once they board, the Via system will notify the driver to request and collect the appropriate cash fare from the rider.</li> <li>● <b>Fare Pass.</b> We can add physical fare media as an available payment method within the Via app. Drivers will be notified to check the passenger's pass upon boarding.</li> <li>● <b>Vouchers.</b> To enhance service accessibility for riders without bank accounts, riders can buy ride credit in advance by purchasing a unique voucher code that they can input into the app (for example, a \$20, \$50, or \$100 credit).</li> </ul>
<p>Visually- or hearing-impaired users</p>	<p>Via's Rider App includes several accessibility features to accommodate those with visual or hearing impairments.</p> <p><b>For iOS (Apple) devices, customized accessibility features include:</b></p> <ul style="list-style-type: none"> <li>● VoiceOver: a gesture-based screen reader that allows visually impaired users to navigate apps by hearing a description of everything on the screen</li> <li>● Adaptive font size: feature to increase the font size, making text more legible to those with visual impairments</li> <li>● Switch control: assistive technology that lets users select switches, a joystick, or other adaptive devices to control what's on their screen without touching it.</li> </ul> <p><b>For Android devices, this includes the following:</b></p> <ul style="list-style-type: none"> <li>● TalkBack: a screen reader that uses spoken feedback to describe a user's actions and to tell users about alerts and notifications</li> <li>● Adaptive font size and contrast: features to adjust text size and color contrast to make the screen more legible to those with visual impairments</li> </ul>

## 4.2 Flexible Route Models

Unlike other microtransit providers, Via offers purpose-built software solutions for powering both dynamic- and fixed-route services — or for managing a combination of both service types within a single, coordinated system. With this comprehensive set of routing software, the City will gain the flexibility needed to explore different service models and determine the best possible solution for Grand Prairie.

For each new service, Via critically analyzes local factors, including demand patterns and street topography, to determine which route model will best serve residents' needs. To support the varied needs of our partners, we have built sophisticated technology for managing a range of route models, including dynamically-routed microtransit services, fixed-route services and hybrid systems that leverage both fixed- and dynamic-routing technologies.

Via agrees with the City that a dynamic microtransit service will offer several advantages in Grand Prairie, including the ability to efficiently adapt routes to optimize fleet productivity, and a superior user experience without the constraint of inconvenient schedules or inaccessible stops. However, should the City express interest in alternative route models, we would be happy to apply our flexible technology to support dynamic, fixed, or hybrid route models. As noted in the Cover Letter, Via offers an Integrated Mobility Solution (IMS), which enables us to manage multiple modes and service types within a single Via-powered system, for example combining microtransit with The Grand Connection on a unified platform.

If selected to partner with the City, we will conduct an in-depth service planning exercise to determine the optimal route model in Grand Prairie. Further, if we decide to launch a dynamically routed microtransit service, we will continuously review demand patterns to assess whether this model makes sense in all parts of the service zone. We look forward to scoping and iteratively improving the microtransit service in collaboration with the City.

## 4.3 Premium Services and Future Innovations

By working with Via, the City will gain access to a suite of advanced capabilities that go beyond the standard offerings of our competitors. Below, we highlight several innovative services *included* in Via's base microtransit solution:

- **Advanced software integrations.** Leveraging our production-grade APIs, Via offers several capabilities for enabling seamless connectivity between modes in the local and regional transit networks. Through integration with third-party systems, we can offer functionality for planning, booking, and paying for multimodal journeys — all within the Via app. Via is also working with Trinity Metro in Fort Worth, Texas to integrate the ZIPZONE microtransit service into the regional GoPass application. We would be happy to explore similar integrations with Grand Prairie if that is of interest.
- **COVID-19 safety measures.** Via has developed several advanced features to prioritize safety during the pandemic, such as sending in-app reminders to wear personal protective equipment (PPE), limiting vehicle capacity to guarantee physical distancing, and using data-tracking technology to support contact tracing. We have also revamped our vehicle cleaning and maintenance procedures to minimize the risk of transmission during trips.
- **Transit planning and local transit equity analysis.** Our team of data science experts and planning consultants can conduct detailed studies with recommendations for optimizing

service operations, adjusting routes, and expanding transit access to underserved communities in Grand Prairie.

- **Future fleet models.** From managing electric vehicles (EVs) and autonomous vehicles (AVs) in several Via services, including Arlington, Texas, we have built specialized software for optimizing these fleet models. In addition to custom-built technology, we offer consulting services to help our partners incorporate EVs and AVs into their transit systems.

## 5. Performance and Data

### 5.1 Performance Management

Via ensures exceptional performance management by combining rigorous data tracking with periodic performance assessments. During the initial service planning process, we will work closely with the City to clarify top-priority project goals and performance targets. Typically, Via recommends a wide range of Key Performance Indicators (KPIs) quantifying the quality and efficiency of the service, including:

- Average wait times
- Total number of completed rides
- Total number of driver hours
- Percentage of demand met
- Average wait times
- Average vehicle utilization (number of customers per vehicle per hour)

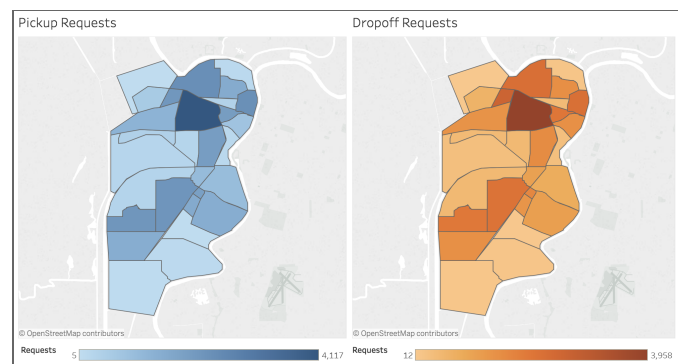
After setting the KPIs for the service, we will continuously track performance against the City's desired outcomes. Over the course of the deployment, Via will continuously assess operational data alongside qualitative feedback in order to identify opportunities for service improvement. Our team will be ready to iterate upon the service to ensure key goals are being met, and that the service is operating as efficiently and effectively as possible.

In the next section, we detail the robust data reporting system that will be available to the City.

### 5.2 Data Tracking and Reporting

Via tracks granular operational data and shares reports on a daily, weekly, and/or monthly basis as requested. At all times, our partners have access to service data through the VOC, allowing them to view granular service data. In addition to reviewing dashboards through the VOC, partners can export all data into both Excel and CSV formats, which can be used to create customized reports and meet regulatory reporting requirements.

We will provide the City with several automated reports, including granular trip data and easily digestible dashboards for analyzing service trends. Via has over a dozen "off the shelf" reports that investigate specific areas of interest, such as "Demand Heat Maps" (sample shown below), which highlights app download and locational usage data for a microtransit service.



Our reporting system will also enable the City to quickly download pre-built reports for Federal Transit Administration (FTA) and National Transit Database (NTD) reporting purposes. A sample FTA report is shown below.



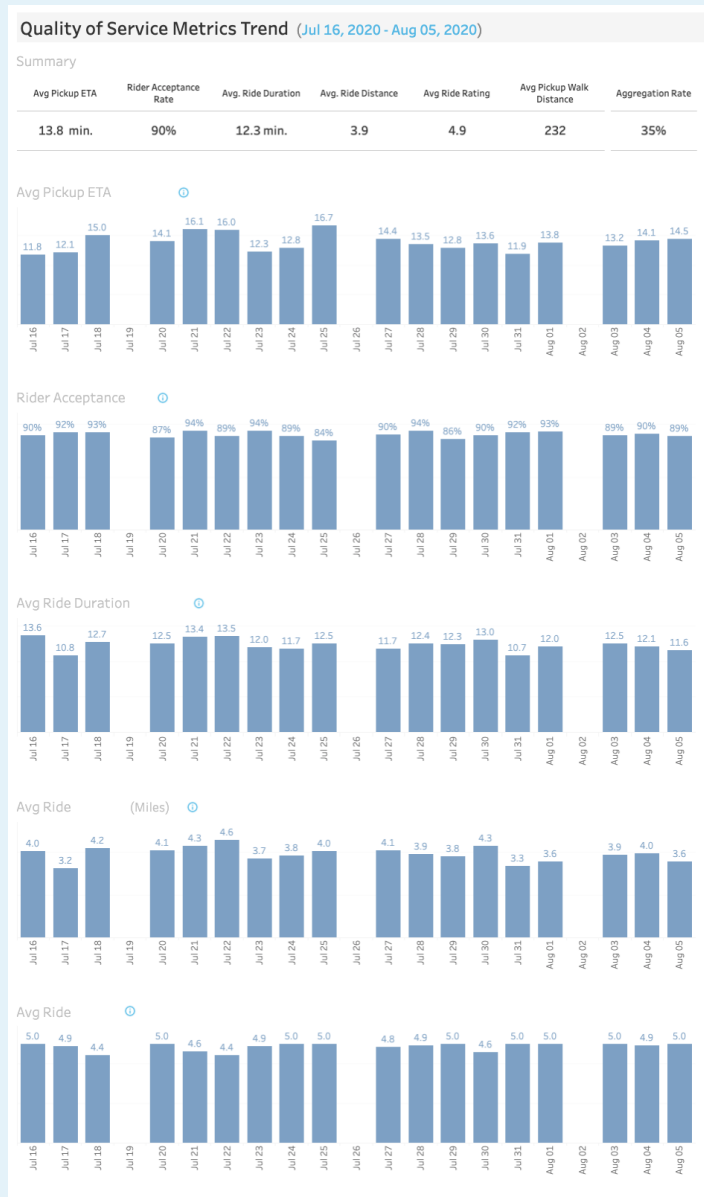
On the following pages, please find an overview of four of the standard reports that the City would gain as part of Via’s reporting package.



The **Daily Report** provides a snapshot of the service each day. Partners receive a summary of key Operational and Quality of Service metrics — including the total number of completed rides and driver hours, the percentage of demand met, the average proposal ETA, and average utilization (the number of customers per vehicle per hour) for each day of service. Additionally, this report breaks down the number of requests (completed, canceled or no-showed, and not accepted); driver hours; utilization; and average proposal ETA by the hour. The sample image below highlights the Operational Metrics included in this report.



The **Periodic Report** demonstrates how the service is evolving over a configurable time period (days, weeks, or months), allowing partners to easily assess long-term service trends and identify opportunities for service optimization. Partners can view service operations and rider growth trends over time, and will receive an email every week with the latest week's data. This report includes the same Operational and Quality of Service metrics as the Daily Report; the sample report below highlights the data related to Quality of Service.



The **Requests Table** includes granular data for every ride request, which partners can filter and download to create customized reports. This report allows partners to drill down to the details of any specific trip.

Service Toggle	Specific Dates	Days Back	Request Status	Rider ID	Date											
All	Date to Display	1 days	Multiple values	All	All values											
<b>Requests Table</b>																
All Requests (Walk distance in Meters, ride distance in KM)																
Date	Request ID	Rider ID	Request Time	Origin	Destination	Passengers	Proposed Pickup ETA	Proposed Pickup Walk Distance	Ride Price	Ride ID	Request Status	Pickup Time	Dropoff Time	Ride Minutes	Ride Distance	Rating
Jul 12, 2020	3703488	117770	06:00:37	32,123, 34,832, 34,793	32,074, 34,825	1	7.3	6	5	977419	Completed	06:09:44	06:23:00	13.3	8.6	-
	3703489	1120	06:00:39	32,056, 34,782	32,095, 34,825	1	4.4	109	10	977424	Completed	06:05:40	06:23:30	17.8	11.4	-
	3703490	47540	06:00:43	32,058, 34,816	32,088, 34,802	1	12.1	10	0	977423	Completed	06:14:16	06:24:31	10.2	3.8	-
	3703492	126077	06:00:45	32,082, 34,800	32,091, 34,795	1	7.8	367	0	977420	Completed	06:06:56	06:12:19	5.4	1.3	-
	3703494	12213	06:02:42	32,088, 34,777	32,110, 34,837	1	13.1	324	10	977425	Completed	06:14:51	06:23:16	8.4	6.8	-
	3703495	64883	06:02:50	32,071, 34,781	32,106, 34,802	1	18.8	124	10	977426	Completed	06:23:20	06:32:36	9.3	5.6	-
	3703498	113493	06:04:06	32,056, 34,767	32,075, 34,812	1	16.3	368	10	977427	Completed	06:21:34	06:39:19	17.8	6.0	-
	3703500	128007	06:04:44	32,084, 34,813	32,060, 34,815	1	7.6	180	10	977428	Completed	06:11:09	06:18:44	7.6	3.2	-
	3703501	125261	06:05:47	32,089, 34,817	32,074, 34,767	1	8.5	55	10	977429	Completed	06:15:16	06:30:50	15.6	6.1	-
	3703503	32234	06:07:29	32,072, 34,819	32,080, 34,789	1	20.3	148	10	977430	Completed	06:24:35	06:36:00	11.4	4.2	-
	3703504	47502	06:08:40	32,070, 34,818	32,106, 34,801	1	10.8	67	0	977431	Completed	06:18:45	06:33:21	14.6	6.6	4
	3703505	8109	06:09:59	32,123, 34,800	32,065, 34,779	1	9.9	294	0	977432	Completed	06:19:51	06:35:11	15.3	8.1	-
	3703506	4388	06:10:45	32,106, 34,793	32,080, 34,790	1	10.2	273	5	977433	Completed	06:22:10	06:29:31	7.4	3.3	-
	3703509	54737	06:14:52	32,087, 34,773	32,106, 34,834	1	13.7	52	10	977434	Completed	06:30:57	06:42:37	11.7	6.9	5

# Micro-Transit

- Earlier this year, we introduced the concept of a Micro-Transit program known as VIA
- Micro-Transit is a transportation option
- It is a rideshare system option that uses a smartphone
- Staff has worked on a pilot program that will benefit Grand Prairie Residents
- The proposal will begin small and grow as demand warrants.



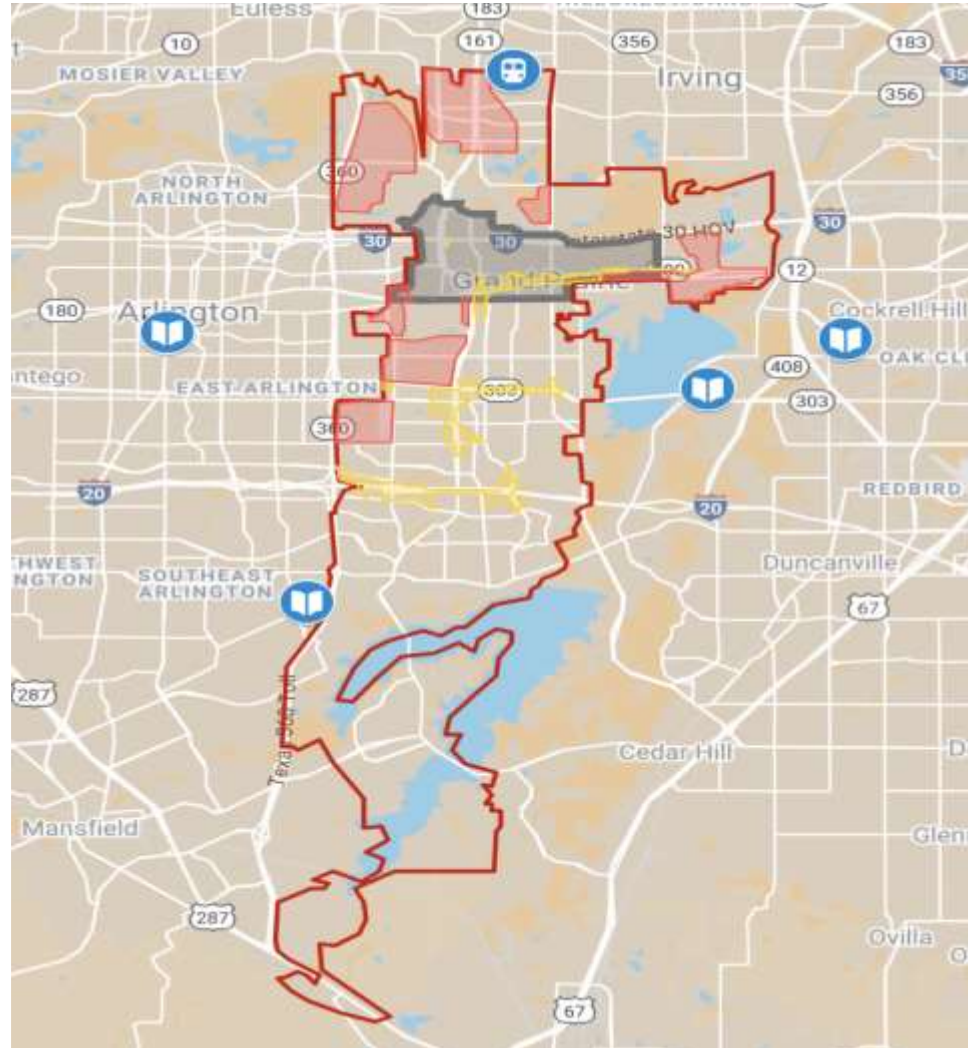
# Micro-Transit Pilot for the City of Grand Prairie



# Proposed Service Snapshot

## Small Zone: 10 Vehicle Zone

Map Key:  
Red Outline: Grand Prairie ;  
Red Shading = Industrial Area;  
Yellow = Commercial Area;  
Gray = Core Zone



# Proposed Service Snapshot

## **Small Zone: 10 Vehicle Zone**

**This Small Zone Pilot program will allow us to provide services using the \$3.85 million grant from FTA Through this pilot program we will be capable of servicing the entire city and following university:**

- **The University of Texas at Arlington (UTA)**
- **Tarrant County College District (TCCD)**
- **Dallas College Mountain View Campus (DCCD)**
- **Dallas Baptist University (DBU)**

**Also Provide Trips to the Trinity Railway Express (TRE)**

# TaaS Pricing Proposal for City of Grand Prairie

Via Transportation

Item 28.

	Proposal A Small Zone	Proposal B Medium Zone	Proposal C Large Zone
<b>Total Number of Vehicle Hours</b>	~31,500	~47,300	~63,000
Days / Week of Operations	6	6	6
Avg. Service Hours / Day	13	13	13
Duration of Deployment (Months)	12	12	12
Non-WAV Vehicles in Fleet	7	11	15
Wheelchair Accessible Vehicles (Included in Price)	3	4	5
<b>Total Vehicles in Fleet</b>	<b>10</b>	<b>15</b>	<b>20</b>
Fixed Upfront Costs	\$45k	\$62k	\$78k
Ongoing Operational (Non-Upfront) Costs	\$1.77M	\$2.60M	\$3.39M
<b>Total Cost</b>	<b>\$1.82M</b>	<b>\$2.66M</b>	<b>\$3.47M</b>
<b>Fully Loaded Cost / Vehicle Hour (Excl. Upfront Costs)</b>	<b>\$56.25</b>	<b>\$55.00</b>	<b>\$53.75</b>

Note: Pricing excludes taxes.



## **FINANCIAL CONSIDERATION:**

\*On Friday, March 27, 2020, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was signed into law. The CARES Act provides emergency assistance and health care response for individuals, families and businesses affected by the COVID-19 pandemic and provide emergency appropriations to support Executive Branch agency operations during the COVID-19 pandemic.

Federal Transit Administration (FTA) was allocating \$25 billion to recipients of urbanized area and rural area formula funds, with \$22.7 billion to large and small urban areas and \$2.2 billion to rural areas. Funding will be provided at a 100-percent federal share, with no local match required, and will be available to support capital, operating, and other expenses generally eligible under those programs to prevent, prepare for, and respond to COVID-19.

Operating expenses incurred beginning on January 20, 2020, for all rural and urban recipients, even those in large urban areas, are also eligible, including operating expenses to maintain transit services as well as paying for administrative leave for transit personnel due to reduced operations during an emergency.

**The City of Grand Prairie Transit was allocated \$3,852,325 for COVID-19 related reimbursements at 100-percent.**

# Service Hours and Cost per trip

- Service Hours
- Monday through Saturday  
6:00am until 9:00pm
- All trips will Cost between  
\$3.50 to \$4.00 each way

## Next Steps:

- **With Committee approval, Staff will hold a public hearing and submit for Council Action on September 7<sup>th</sup>**
- **Program will be implemented approximately 6-8 weeks of Council Approval**

**Conduct a public hearing for public input regarding FY 2020 CARES Act Grant and associated funding requests and approve a resolution authorizing the City Manager to submit the change to the grant application for fiscal year 2020 CARE Act grant from Operating to Capital/Operating for Transportation for hire. **The CARE Act Grant for \$3,852,375 is active within FTA for the City of Grand Prairie.****

# Questions



**CITY OF GRAND PRAIRIE  
ORDINANCE**

**MEETING DATE:** 09/21/2021

**REQUESTER:** Andy Henning

**PRESENTER:** Andy Henning, Senior Building and Construction Projects Manager

**TITLE:** Ordinance amending the FY 2020/2021 Capital Improvement Projects Budget; Contract with Magee Architects, LP in the amount of \$529,365 for professional services (complete programming, planning, design, documentation and construction administration services for a new central office and warehouse space for the Grand Prairie Facility Services Department) and appropriate a 5% design contingency in the amount of \$26,468, resulting in a total appropriation of \$555,833

**RECOMMENDED ACTION:** Approve

**ANALYSIS:**

Based on the ever-increasing needs of the growing City, in combination with existing Facility Services warehouse and office space located at Prairie Lakes Golf Course no longer being able to house existing staff and extensive maintenance materials required, a new more centralized field staff office space and warehouse for the Facility Services Department has become a critical need. In addition, the new warehouse facility will be designed to store valuable mobile back-up generator equipment in order to extend the life of the equipment to the greatest degree possible. Land associated with the current City of Grand Prairie Service Center adjacent to the Highway 161 frontage road south of West Marshall Drive has been identified by City leadership as an opportunity for the new office and warehouse facility planned.

Based on past experience working closely with the City of Grand Prairie on multiple phases of renovations to the Service Center, and their intimate knowledge of the site based on that, Magee Architects was requested to provide a complete design services fee proposal for the new centralized field staff office space and warehouse for the Facility Services Department for consideration and recommendation to City Council.

Magee Architects has submitted a total fee proposal in the amount of \$529,365 which provides for existing conditions site surveying, geotechnical investigations with corresponding reports, furnishings selection, specification and administration and full design and construction administrative services through complete project construction. The overall proposal includes all necessary design consultants beyond those provided by the City as well as an estimated reimbursable expenses allowance of \$24,825. In addition to the design team fee proposal provided, staff is recommending a 5% design contingency in

the amount of \$26,468 which results in a total request of \$555,833.

This item was taken to the Finance and Government Committee on September 7, 2021, for their review and recommendation for approval.

**FINANCIAL CONSIDERATION:**

Funding in the total amount of \$555,833 is available by approving an ordinance transferring and appropriating from the unobligated fund balance in Capital Reserve Fund (402590) to Municipal Facility Capital Projects Fund (405090) W.O. #02114001 (Facility Services Warehouse and Offices), along with a reimbursement resolution from future bond sale proceeds (See Council Communication approving the resolution reimbursement). Due to the acceleration of this project, money is being borrowed from the Capital Reserve and will be restored once the bonds are sold for this project.

**BODY**

**AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2020/2021 CAPITAL IMPROVEMENT PROJECTS BUDGET BY TRANSFERRING AND APPROPRIATING \$555,833 FROM THE UNOBLIGATED FUND BALANCE IN THE CAPITAL RESERVE FUND (402590) TO THE MUNICIPAL FACILITIES CAPITAL PROJECTS FUND (405090) WO # 02114001 (FACILITY SERVICES WAREHOUSE AND OFFICES).**

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

**SECTION 1.** THAT THE FY2020/2021 Capital Improvement Projects Budget be amended by transferring and appropriating \$555,833 from the unobligated fund balance in the Capital Reserve Fund (402590) to Municipal Facilities Capital Projects Fund (405090) WO# 02114001 (Facility Services Warehouse and Offices)

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, SEPTEMBER 21ST, 2021.**

**CITY OF GRAND PRAIRIE  
CAPITAL PROJECTS BUDGET SUMMARY**

Fund/Activity Account: 405090 / 02114001  
 Project Title: Facility Services Warehouse and Offices  
 Current Request: \$555,833.00

<b>ACCOUNT DESCRIPTION</b>	<b>1 CURRENT BUDGET</b>	<b>2 AVAILABLE BALANCE</b>	<b>3 CURRENT REQUEST</b>	<b>2+3 REVISED BALANCE</b>	<b>1+3 AMENDED BUDGET</b>
61041 Prof Services	\$0	\$0	\$555,833	\$555,833	\$555,833
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
				\$0	\$0
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$555,833</b>	<b>\$555,833</b>	<b>\$555,833</b>